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पश्चिम बंगाल WEST BENGAL

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Additional Registrar of Assurances
Kolkata



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Additional Registrar
of Assurances - Kolkata

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Registrar of
Assurances - Kolkata
22 APR 2017

DEVELOPMENT AGREEMENT

1. Date : 25th January, 2017.
2. Place : Kolkata.

Happy Niketan Pvt. Ltd.
[Signature]
Director

ALCOVE DEVELOPERS LLP
[Signature]
DESIGNATED PARTNER

Happy Niketan Pvt. Ltd.
Narayan Modi
Director

Uttam Parner
[Signature]

14509
SARAOGI & COMPANY
ADVOCATES
7B, K. S. ROY ROAD,
KOLKATA-700 001

NAME.....
ADD.....
RS.....
25 JAN 2017
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C.C. Court
S.E.S. No. 101

25 JAN 2017

25 JAN 2017



[Signature]
Kolkata

20 APR 2017

Identified by me
Manoj Mahab.
S/o. Late N. Mahab.
7B, K.S. Roy Road
Kolkata-700001
OCC-service

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Government of West Bengal

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

OFFICE OF THE A.R.A. - III KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19030000506139/2017









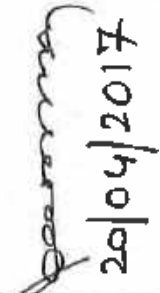



I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr UTSAV PAREKH 2/3, Sarat Bose Road, P.O:- ELGIN ROAD, P.S:- Bhawanipore, District:-South 24- Parganas, West Bengal, India, PIN - 700020	Land Lord		 C-1525	 ✓ 20/4/17
2	Mr GHANSHYAM SARDA 14/1, Judges Court Road, P.O:- ALIPORE, P.S:- Alipore, District:-South 24- Parganas, West Bengal, India, PIN - 700027	Land Lord		 C-1532	 20/4/17
3	Mr AJAY KAYAN 9/2, Hungerford Street, P.O:- SHAKESPEARE SARANI, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017	Land Lord		 C-1528	 20/4/2017

Kolkata Insurance
Kolkata

20/04/2017

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Mr GOVIND RAM DEBRIWAL 147, COTTON STREET, P.O:- BURRABAZAR, P.S:- Burrobazar, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700007	Representative of Land Lord [HAPPY NIKETAN PRIVATE LIMITED]		e-1529 	 20/04/17
5	Mr NAVEEN MODI 4A, BRIGHT STREET, P.O:- BULLYGUNGE, P.S:- Bullygunge, District:-South 24- Parganas, West Bengal, India, PIN - 700019	Representative of Land Lord [HAPPY NIKETAN PRIVATE LIMITED]		e-1531 	 20/04/17
6	Mr AJAY KUMAR SHROFF 68/2, Harish Mukherjee Road, P.O:- BHAWANIPORE, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700025	Representative of Developer [ALCOVE DEVELOPERS LLP]		e-1530 	 20/04/2017
7	Mr Amar Nath Shroff 68/2, Harish Mukherjee Road, P.O:- Bhawanipore, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700025	Developer		e-1524 	 20/4/17


Kolkata

20 April 2017

Sl No.	Name and Address of Identifier	Identifier of	Signature with date
1	Mr Menoj Mahato Son of Late N Mahato 7B, K.S. Roy Road, P.O:- GPO, P.S:- Hare Street, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700001	Mr GHANSHYAM SARDA, Mr AJAY KAYAN, Mr GOVIND RAM DEBRIWAL, Mr AJAY KUMAR SHROFF, Mr Amar Nath Shroff	<i>Manoj Mahato.</i> 20/04/17

(Malay Kanti Das)
 ADDITIONAL REGISTRAR
 OF ASSURANCE
 OFFICE OF THE A.R.A. -
 III KOLKATA
 Kolkata, West Bengal

[Handwritten Signature]
 ADDITIONAL REGISTRAR OF ASSURANCE - III
 Kolkata

20 Apr 2017

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

GRN: 19-201718-000459639-1 **Payment Mode** Online Payment
GRN Date: 20/04/2017 13:30:05 **Bank :** Indian Overseas Bank
BRN : 201704200771299 **BRN Date:** 20/04/2017 13:32:02

DEPOSITOR'S DETAILS

Id No. : 19030000506139/1/2017
(Query No./Query Year)

Name : ALCOVE DEVELOPERS LLP
Contact No. : 39842168 **Mobile No. :** +91 9830483254
E-mail : rajeev@alcoverealty.in
Address : 68/2, HARISH MUKHERJEE ROAD, KOLKATA - 700025
Applicant Name : Mr ALCOVE DEVELOPERS LLP
Office Name :
Office Address :
Status of Depositor : Buyer/Claimants
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	19030000506139/1/2017	Property Registration- Registration Fees	0030-03-104-001-16	550094
2	19030000506139/1/2017	Property Registration- Stamp duty	0030-02-103-003-02	75021

Total 625115

In Words : Rupees Six Lakh Twenty Five Thousand One Hundred Fifteen only

HNPL

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ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
ভারত সরকার
 Unique Identification Authority of India
 Government of India

ডাণ্ডিকাকৃত্তির আই ডি / Enrollment No.: 1040/19623/00792

To
 অজয় কুমার শ্রফ
 Ajay Kumar Shroff
 68/2 HARISH MUKHERJEE ROAD
 GANAPATI
 Bhawanipore S O
 Bhawanipore
 Kolkata
 West Bengal 700025

14/03/2013
 939749



MN009397496FT



আসনার আধার সংখ্যা / Your Aadhaar No. :

4516 4164 0363

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার

Government of India



অজয় কুমার শ্রফ
 Ajay Kumar Shroff
 পিতা : অমর নাথ শ্রফ
 Father : AMAR NATH SHROFF
 জন্ম সাল / Year of Birth : 1962
 পুরুষ / Male



4516 4164 0363

আধার - সাধারণ মানুষের অধিকার

3. Parties:

- 3.1 **HAPPY NIKETAN PRIVATE LIMITED**, a Company as per the provisions of Companies Act, 2013 having its Registered Office at No. 5, Gorky Terrace, 2nd Floor, Kolkata - 700 017, (PAN:- AABCH 8182Q; CIN:- U45203WB2007PTC113326) represented by its Directors (i) Mr. GOVIND RAM DABRIWAL (PAN:- ACSPD 7309M) son of Shri Bilas Rai Dabriwal residing at 147, Cotton Street, Kolkata - 700 007, and (ii) Mr. NAVEEN MODI (PAN:- AQIPM 7772P) son of Shri Shiv Ratan Modi residing at 4A, Bright Street, Kolkata - 700 019, pursuant to the Board Resolution dated 18/JAN/2017, hereinafter referred to as "the **LAND OWNER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors-in-interest) of the **First Part**;

A N D

- 3.2 **ALCOVE DEVELOPERS LLP**, a Limited Liability Partnership incorporated under the provisions of Limited Liability Partnership Act, 2008 (6 of 2009), having its Registered Office at 68/2, Harish Mukherjee Road, Kolkata - 700 025, (PAN:- AAZFA 6468M; LLPIN:- AAC-2250) represented by its Designated Partner Mr. AJAY KUMAR SHROFF (PAN :- AIMPS 9017P) son of Shri Amar Nath Shroff residing at 68/2, Harish Mukherjee Road, Kolkata - 700 025 pursuant to the Partners' Resolution dated 24/JAN/2017, 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 successors or successors-in-interest) of the **Second Part**;

A N D

- 3.3 (i) **Shri UTSAV PAREKH** (PAN:- AGHPP 4467H) son of Late (Shri) Narottamdas Parekh residing at No. 2/3, Sarat Bose Road, P.O. Elgin Road, Kolkata - 700 020, (ii) **Shri GHANSHYAM SARDA** (PAN:- ALWPS 8224P) son of Late (Shri) Shiw Lal Sarda residing at No. 14/1, Judges Court Road, Kolkata - 700 027, and (iii) **Shri AJAY KAYAN** (PAN:- AGGPK 0892G) son of Late (Shri) Gauri Shankar Kayan residing at No. 9/2, Hungerford Street, Kolkata - 700 017, hereinafter collectively referred to as "the **LAND OWNER'S GUARANTORS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their and each of their respective heirs executors administrators and legal representatives) of the **Third Part**.

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Kolkata

20 APR 2017

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- 3.4 **Shri AMAR NATH SHROFF** (PAN:- AMQPS 2466J) son of Late (Shri) H. P. Shroff residing at 68/2, Harish Mulherjee Road, Kolkata - 700 025, hereinafter referred to as "the **DEVELOPER'S GUARANTOR**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs executors administrators and legal representatives) of the **Fourth Part**.

Land Owner and Developer individually **PARTY** and collectively **PARTIES**.

NOW THIS AGREEMENT WITNESSETH, RECORDS, BINDS AND GOVERNS THE PARTIES AS FOLLOWS:

4. **Subject Matter of Agreement - Development and Commercial Exploitation of the Said Property:** Agreement between the Land Owner and the Developer with regard to development and commercial exploitation (in the manner specified in this Agreement) of All Those several pieces and parcels of land, containing an aggregate area of **27.722 Acres** more or less situate lying at and comprising several Dag Nos., recorded in L.R. Khatian No.11331 (in the name of the Land Owner) (previous Khatian No. 10932), all in Mouza Mahesh, J.L.No.15, Police Station Serampore, bearing Holding Nos. ~~44~~ and 449A, Mahesh G. T. Road, and No.49⁴⁴ B. L. C. Mills Road in the Serampore Municipality, in the District of Hooghly, West Bengal, fully described in the First Schedule hereunder written and hereinafter referred to as the "**said PROPERTY**" / "**said PREMISES**".

The said Property / said Premises is presently comprised in 3 (three) different holding nos., all of which are capable of being amalgamated into one single holding.

5. **Representations, Warranties and Background:**

- 5.1 **Land Owner's & Land Owner's Guarantors' Representations:** The Land Owner and the Land Owner's Guarantors have represented and warranted to the Developer as follows, which are true to the best of the knowledge of the Land Owner and the Land Owner's Guarantors:

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Adjudicating Officer of Insurance - 18
Calcutta

20/04/2017

Signature

- 5.1.1 The Land Owner's Guarantors are in control of the ownership and management of the Land Owner Company, directly or indirectly through their friends and relatives and/or entities under their control.
- 5.1.2 **Ownership:** The Land Owner is the full and absolute lawful owner of the said Property and the title thereto devolved on the Land Owner in the manner mentioned in **the Second Schedule** written hereunder.
- 5.1.3 **Mutation:** The said Property is presently mutated in the name of the Land Owner in the records of the Serampore Municipality and also in the records of the B.L. & L.R.O.
- 5.1.4 **Free From All Encumbrances:** That the said Property and all and every part thereof is free from all encumbrances mortgages charges liens lispendens attachments debutters trusts uses leases tenancies thika tenancies licences occupancy rights claims demands acquisitions requisitions alignments and liabilities whatsoever or howsoever and the Land Owner has been exercising rights of ownership and possession without any let hindrance or objection.
- 5.1.5 **Absolute Possession:** The Land Owner is in lawful vacant physical khas possession of the entirety of the said Property.
- 5.1.6 **Rights of Land Owner:** The Land Owner is fully seized and possessed of and well and sufficiently entitled to the said Property. The Land Owner has full right, title and interest in the said Property and all and every part thereof.
- 5.1.7 **Marketable Title of Land Owner:** The Land Owner has a good and marketable title to the said Property and assures and warrants in favour of the Developer that the said Property is free from all encumbrances liens claims demands mortgages charges leases tenancies thika tenancies licences occupancy rights trusts debutter prohibitions restrictions restrictive covenants executions acquisitions requisitions attachments vesting alignment easements liabilities and lis pendens whatsoever.
- 5.1.8 **No Previous Agreement:** There is no subsisting negotiation and/or agreement with any person or persons for sale or transfer or lease or development or otherwise of the said Property and the Land Owner confirms that it shall not enter into any such negotiation or agreement at any time hereafter save in favour of the Developer and/or its nominees.

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Additional Registrar of Assurances (A)
Kolkata

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- 5.1.9 **No Power of Attorney:** The Land Owner has not executed any Power of Attorney in respect of the said Property or any part thereof for any purpose whatsoever in favour of any person, and the Land Owner confirms that it shall not execute any such power of attorney at any time hereafter save in favour of the Developer and/or its nominees.
- 5.1.10 **No Requisition or Acquisition or alignment:** The said Property or any part thereof is not affected by any requisition or acquisition or alignment or scheme of any authority or authorities under any law and/or otherwise.
- 5.1.11 **No Notice or Scheme:** That no portion of the said Property is affected by any notice or scheme or alignment of any Local Development Authority or the Government or the Municipality / B.L. & L.R.O. / Panchayat or any other Public or Statutory Body or Authority.
- 5.1.12 **No Attachment:** That the said Property is not affected by any attachment including the attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demands Recovery Act or any other Acts or otherwise whatsoever or howsoever and there was or is no Certificate case or proceeding against the Land Owner or the Land Owner's predecessors-in-title for realization of the arrears of Income Tax or other taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force;
- 5.1.13 **No Charge/Mortgage:** That the Land Owner has not created any registered or equitable mortgage or anomalous mortgage or charge or lien on the said Property or any part thereof and that the same is free from all charges encumbrances and liabilities whatsoever or howsoever.
- 5.1.14 **No Claim Adversely:** That no person or persons has ever claimed title to the said Property or any part thereof adversely to the Land Owner or their respective predecessors-in-title;
- 5.1.15 **No Vesting:** That no part or portion of the said Property has vested in the State under any law, act or statute applicable to the said Property nor is there any case pending under such Acts or Statutes;
- 5.1.16 **Taxes Paid:** That all land revenue, khajana, municipal and other rates and taxes in respect of the said Property have been duly paid upto date:


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Kolkata

20 APR 2017

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- 5.1.17 **Not Subject To Any Right To Others etc.:** That the said Property or any part thereof is not affected by or subject to (a) any right of residence or maintenance under any testamentary disposition settlement or other documents or under any law, (b) any trust resulting or constructive arising under any debutter name benami transaction or otherwise, (c) any debutter wakf or devseva, (d) any right of way water light support drainage or any other easement with any person or property, (e) any burden or obligation other than payment of municipal rates and taxes, (f) any restrictive covenant, (g) any other encumbrance of any kind whatsoever;
- 5.1.18 **Land Owner has Authority:** The Land Owner has good and full right, power and authority to enter into this Agreement and to comply with its obligations herein.
- 5.1.19 **No Prejudicial Act:** The Land Owner has not done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement.
- 5.1.20 **No Legal Proceedings:** There are no pending legal or other proceedings and/or any subsisting order of any Court or authority relating to or affecting the said Property or any part thereof in any manner whatsoever and there is no decree judgement or any other order having ever been made or passed affecting the said Property or any part thereof or the title / interest of the Land Owner thereto;
- 5.1.21 **Original Title Documents:** All original documents of title and connected papers in respect of the said Property, ("**ORIGINAL TITLE DOCUMENTS**") are in the exclusive possession and custody of the Land Owner and no other person or entity has any right or entitlement in respect of the same and the Land Owner has not created any charge or mortgage by depositing the title deeds or any of them or otherwise;
- 5.1.22 **Urban Land Ceiling:** The said Property or any part thereof is not affected by the Urban Land (Ceiling & Regulation) Act 1976 and that there is no excess vacant land comprised in the said Property. The Land Owner has represented that NOC had been obtained under the **Urban Land (Ceiling & Regulation) Act, 1976** vide Memo No. 176/ULC/SRP dtd. 11.11.10 for development of the said Property on the basis of the G.O. No. 4951-1R dated 19.10.2004 and the same is still operative and in full force and effect. The Land Owner and the Land Owner's Guarantors have represented that this NOC is valid in all conditions.

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11.11.10

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- 5.1.23 **No Thika Tenancy:** That the said Property or any part thereof or any part thereof is not affected by the provisions of the West Bengal Thika Tenancy (Acquisition & Regulation) Act, 2001 or the erstwhile Kolkata Thika and other Tenancies and Lands (Acquisition & Regulation) Act, 1981.
- 5.1.24 **Boundary walls:** That entirety of the said Property is bounded by Pucca Brick-built Boundary Walls with Gates save a portion of the said Property facing river Hooghly, and the Land Owner shall cause the same to be fenced with barbed wires at their own costs within 3 (three) months from the date hereof. The Developer and its agents/representatives shall be entitled to inspect the same and the Land Owner shall comply with the requirements of the Developer.
- 5.1.25 **Removal of Shops/Stores:** The Land Owner has represented that the Land Owner has removed all Shops/Stores in-front of the said Property and the same now is free from all encroachments trespassing etc.
- 5.1.26 **Conversion of Lands:** The Land owner has represented that the nature of land comprised in the said Property is recorded in the Government / Land records as per **Annexure "A"** hereto and in connection therewith, the Land Owner has provided the Conversion Certificate issued by the Government of West Bengal, Office of the Additional District Magistrate And District Land & Land Reforms Officer, Hooghly, bearing Memo No.IX-2/17(Comm)/3655/1(4)/S/2015 dated 02.08.2016.
- 5.1.27 **Permission of Kolkata Port Trust:** The Land Owner has represented that permission had been obtained from the Kolkata Port Trust vide letter bearing No.MRN/159/136 dated 03.04.2012 for protection of the River Bank abutting the said Property and construction of a private jetty for exclusive use of the said Property and the same is still operative. The Land Owner has handed over and delivered the same to the Developer on or before execution hereof.
- 5.1.28 **Special Resolution and General Meeting:** The Board of Directors of the Land Owner Company in their Board Meetings held on 30/NOV/2016 and 18/JAN/2017 have unanimously passed a Resolution for development of the said Premises on the terms herein contained and the same was also unanimously approved and ratified at the General Meeting of the Land Owner Company held on 04/JAN/2017 for this purpose.

J A (R) [Signature] [Signature]

O.



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5.1.29 No dispute between the Land Owner Company and its shareholders:

That there is no dispute between the Land Owner Company and its shareholders relating to or concerning any matters or affairs or property of the Land Owner Company.

5.1.30 No dispute amongst the share-holders of the Land Owner Company:

That there is no dispute or litigation as amongst the share-holders of the Land Owner Company and that the management and control of the Land Owner Company vests in the present Board of Directors thereof, namely Shri GOVIND RAM DABRIWAL (DIN: 01159024) and Shri NAVEEN MODI (DIN: 02245942), and that there is no parallel Board functioning nor is there any claim or dispute for formation of any parallel Board.

5.1.31 No impediment in entering into this agreement: That there is no impediment or restriction of any nature whatsoever in the Land Owner or the Land Owner's Guarantors entering into this agreement or in the Land Owner's transferring or conveying the land comprised in the said Property in terms of this agreement;

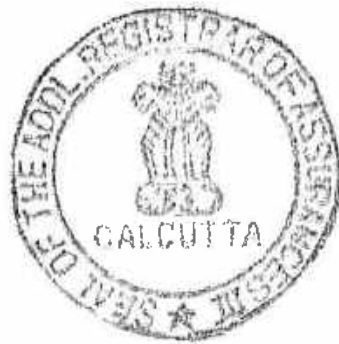
5.2 Representations by the Developer and the Developer's Guarantor: The Developer and the Developer's Guarantor have represented and warranted to the Land Owner as follows:

5.2.1 Satisfaction: The Developer has satisfied itself with regard to the title of the Land Owner to the said Premises as also the documents produced by the Land Owner and also verified the authenticity of the approvals and NOCs mentioned in this agreement.

5.2.2 Infrastructure and Expertise of Developer: The partners of the Developer are carrying on business of construction and development of real estate and the Developer has infrastructure and expertise in this field and can also market the New Buildings to prospective occupants and investors.

5.2.3 Developer's ability to complete: The Developer has the necessary resources to complete the Project and to make arrangements for the funds required for the same. The Developer has the financial capability to carry out, complete and finish the Project.

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- 5.2.4 **Developer has Authority:** The Developer has full authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.
- 5.3 **Decision to Develop:** The Land Owner has agreed to appoint the Developer as the developer of the said Property for taking up the development of the said Property by constructing the New Buildings and commercial exploitation of the said Property (collectively "**PROJECT**").
- 5.4 **Finalization of Terms Based on Representations:** Pursuant to the above and relying on the representations made by the Parties to each other as stated above and elsewhere in this Agreement, final terms and conditions for the Project agreed between the parties are being recorded in this Agreement.

6. Basic Understanding:

- 6.1 **Development of Said Property by Construction and Commercial Exploitation of New Buildings:** After mutual discussions and agreements, the Developer has agreed to undertake development of the said Property by constructing the New Buildings and commercial exploitation of the said Property in the manner contained in this Agreement, with the main crux being that development at and construction of New Buildings at the said Property shall be made by the Developer at its own costs and expenses with liberty to sell and transfer the same, as also the land comprised in the said Property, and realize and appropriate the sale proceeds and other amounts arising therefrom and in lieu thereof the Land Owner shall be entitled to Land Owner's share of gross revenue as hereinafter mentioned.
- 6.2 **Nature and Use of New Buildings:** The New Buildings shall be constructed in accordance with architectural plans ("**BUILDING PLANS**") to be prepared by architect(s) appointed by the Developer and sanctioned by the Serampore Municipality and other statutory authorities concerned with sanction (collectively "**PLANNING AUTHORITIES**"), as a ready-to-use residential and/or residential-cum-commercial buildings and/or mixed use buildings or any other type of building/s / development, including but not limited to residential, commercial, semi-commercial, educational, institutional, retail, hospitality, medical, township etc.

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7. Appointment and Commencement:

7.1 **Appointment and Acceptance:** The Parties hereby accept the Basic Understanding between them as recorded in Clause 6 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Consequent thereto, after mutual discussions and agreements, the Developer has agreed to undertake development of the said Property by constructing the New Buildings and commercial exploitation of the said Property in the manner contained in this Agreement.

7.2 **Commencement:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above.

8. Approvals, Sanction and Construction:

8.1 **Recording to enable development:** If so required, the Developer, either itself or through the attorney being appointed by the Land Owner pursuant to this agreement, shall at its own costs be entitled and obliged to take all necessary steps as be required from time to time pertaining to recordings in the nature of use of the said Property (including conversion) for enabling sanction and development of the said Property and necessary orders / permissions connected therewith; and while doing so, the Developer shall ensure that no liability is fastened on the Land Owner with regard thereto, either financial, civil criminal or otherwise.

8.2 **Urban Land Ceiling and other Permissions:** Despite NOC having been granted in respect of the said Property as hereinbefore stated, it is agreed and acknowledged by the Parties that in case a fresh NOC from the Competent Authority under the Urban Land (Ceiling & Regulation) Act 1976 will be required for enabling sanction of plan of the said Property and/or for any other reason, the Developer shall take steps and apply for and obtain the same at its own costs and expenses and the Land-owner shall extend all necessary support/co-operation to the Developer in this regard.

8.3 **Sanction of Building Plans by Developer:** The Developer shall be entitled to obtain from the concerned Authorities sanction of the Building Plan in the name of the Land Owner / Developer and other approvals etc., required therefor, such as Fire NOC etc., but excluding those which are obligatory on the part of the Land Owner in terms of this agreement. The

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Kolkata

20 APR 2017

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costs charges and expenses relating to preparation and sanction of plans by the Serampore Municipality as also pertaining to any other approvals, sanctions, no objections, etc. (excluding those which are obligatory on the part of the Land Owner in terms of this agreement) shall be borne and paid by the Developer. In case any gift of any portion of the said Property is required to be made in connection with sanctioning of the plan/s, then the Developer shall be entitled to make commitment therefor and the Land Owner and/or the Attorney/s of the Land Owner (appointed pursuant to this agreement) shall be bound to execute and register the requisite deed of gift and other related documents.

- 8.4 **Architects and Consultants:** The Developer shall be entitled to appoint the Architect(s) and other consultants in connection with construction work of the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer.
- 8.5 **Construction of New Buildings:** The Developer shall, at its own costs and expenses, construct, erect and complete the New Buildings in accordance with the sanctioned Building Plans.
- 8.6 **Completion:** The Parties acknowledge that the Developer shall be able to commence the construction work of the New Buildings only after receiving the last of the following: (i) Sanctioned Building Plan and (ii) obtaining of all Approvals necessary for development. The Developer shall endeavour to complete the New Buildings within such period as the Developer may deem fit and proper, without any binding or obligation whatsoever.
- 8.7 **Common Portions:** The Developer shall be entitled to install, erect and complete in the New Buildings the common areas, amenities and facilities such as stairways, lifts, generators, fire-fighting apparatus, passages, driveways, common lavatory, electric meter room, pump room, reservoir, over-head water tank, water pump and motor, water connection, drainage connection, sewerage connection and other facilities required for establishment, enjoyment, maintenance and management of the New Buildings (collectively "**COMMON PORTIONS**"). For permanent electric connection to the apartments/offices/spaces in the New Buildings ("**UNITS**"), the intending purchasers (collectively "**TRANSFEREES**") shall pay the deposits demanded by electricity supplying authority and other agencies. It is clarified that the Developer alone shall be entitled to receive /collect from all the Transferees (1) the charges for HT electric equipment and cabling, (2) the charges for generator, (3) the deposits, including for maintenance and (4) any other additional cost and/or Deposit required in respect of their respective Units.

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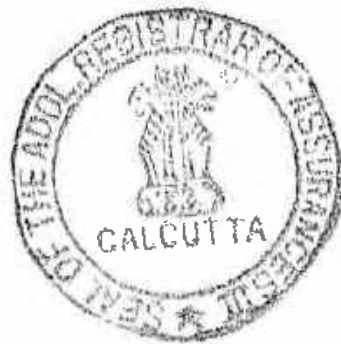
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costs charges and expenses relating to preparation and sanction of plans by the Serampore Municipality as also pertaining to any other approvals, sanctions, no objections, etc. (excluding those which are obligatory on the part of the Land Owner in terms of this agreement) shall be borne and paid by the Developer. In case any gift of any portion of the said Property is required to be made in connection with sanctioning of the plan/s, then the Developer shall be entitled to make commitment therefor and the Land Owner and/or the Attorney/s of the Land Owner (appointed pursuant to this agreement) shall be bound to execute and register the requisite deed of gift and other related documents.

- 8.4 **Architects and Consultants:** The Developer shall be entitled to appoint the Architect(s) and other consultants in connection with construction work of the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer.
- 8.5 **Construction of New Buildings:** The Developer shall, at its own costs and expenses, construct, erect and complete the New Buildings in accordance with the sanctioned Building Plans.
- 8.6 **Completion:** The Parties acknowledge that the Developer shall be able to commence the construction work of the New Buildings only after receiving the last of the following: (i) Sanctioned Building Plan and (ii) obtaining of all Approvals necessary for development. The Developer shall endeavour to complete the New Buildings within such period as the Developer may deem fit and proper, without any binding or obligation whatsoever.
- 8.7 **Common Portions:** The Developer shall be entitled to install, erect and complete in the New Buildings the common areas, amenities and facilities such as stairways, lifts, generators, fire-fighting apparatus, passages, driveways, common lavatory, electric meter room, pump room, reservoir, over-head water tank, water pump and motor, water connection, drainage connection, sewerage connection and other facilities required for establishment, enjoyment, maintenance and management of the New Buildings (collectively "**COMMON PORTIONS**"). For permanent electric connection to the apartments/offices/spaces in the New Buildings ("**UNITS**"), the intending purchasers (collectively "**TRANSFEREES**") shall pay the deposits demanded by electricity supplying authority and other agencies. It is clarified that the Developer alone shall be entitled to receive /collect from all the Transferees (1) the charges for HT electric equipment and cabling, (2) the charges for generator, (3) the deposits, including for maintenance and (4) any other additional cost and/or Deposit required in respect of their respective Units.

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10. **Original Title Documents:**

- 10.1 **Deposit of Original Title Documents:** Simultaneously with the execution of this agreement, the Original Title Documents of the said Property shall be kept in Escrow with **Mr. NIRUPAM SARAOGI** of "Punwani Chambers" 4th Floor, No. 7B Kiran Shankar Roy Road, Kolkata - 700 001 and **Mr. ADITYA KANODIA** of "Temple Chambers" 4th Floor, No. 6 Old Post Office Street - Kolkata - 700 001, jointly ("**ESCROW AGENT**") in a bank safe deposit vault, and upon being required by the Developer, the same shall be produced by the Escrow Agent before the Developer or its agents and/or any person or authority authorised by the Developer and also permitted to be examined, inspected and given in evidence and also furnished with such true or attested or otherwise copies of or extracts or abstracts from the same as may be required by the Developer. In case the Original Title Documents are required by the Developer for creating mortgage / charge on the said Property or any part thereof, including equitable mortgage / mortgage by deposit of title deeds as referred to in Clause 20.3 hereinafter (Project / Construction Finance), the Escrow Agent shall forthwith handover the Original Title Documents and other documents of title to the Developer / Financier and no further consent of the Land Owner will be required, which shall be deemed to have been given by these presents itself.
- 10.2 Simultaneously with the Land Owner receiving amount equivalent to the total IFRD / Security Deposit receivable by the Land Owner hereunder, the Escrow Agent shall without demur hand over the Original Title Documents of the said Property to the Developer and if at that juncture the Original Title Documents be lying in the custody of any Bank/Financial Institution/Lender ("**FINANCIERS**") in respect to loan(s) obtained by the Developer for the purpose of Project; the said Original Title Documents shall go directly to the Developer once the same are delivered back by the said Financiers and the Land Owner shall not have any objection or any claim or demand with regard thereto.

11. **Powers and Authorities:**

- 11.1 **Power of Attorney for Sanction and Construction and Sale:** The Land Owner has simultaneously with the execution of this Agreement granted to the Developer and/or its nominees, Power(s) of Attorney inter alia for the purpose of getting the Building Plans sanctioned / revalidated / modified / altered by the Authorities, and for the purpose of dealing with all regulatory issues relating to the Project and dealing with different authorities in connection with construction of the New Buildings and for the purpose of booking and sale and transfer of the New Buildings and the Saleable Spaces therein.



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- 11.1.1 It is clarified that while exercising the powers, the attorney shall not deal with the IFRD / Security Deposit and/or Land Owner's Share of Gross Revenue in any manner.
- 11.1.2 **Restriction on Use of Power and Authority conferred hereunder:** The attorney being appointed by the Land Owner pursuant to this agreement shall not be deemed to, in any manner, be empowered by the Land Owner in respect of the following acts:
- a) Modification and/or Alteration and/or Termination of this Agreement and/or any act resulting in breach of this Agreement;
 - b) Any change in the operation of the Designated Account (dealt with in Clause 12.3 hereinbelow);
- 11.2 **Further Acts:** Notwithstanding grant of the aforesaid Powers of Attorney, the Land Owner hereby undertake that they shall execute, as and when necessary, all papers, documents, plans, further powers of attorney etc. for enabling the Developer to carry out the development of the said Property and sale and transfer of the New Buildings and the Saleable Spaces therein perform all obligations under this Agreement.

12. Land Owner's & Developer's share of Gross Revenue:

- 12.1 **Land Owners' Share of Gross Revenue** shall be 22.00% (twenty-two percent) of the **Gross Revenue Receipts** till the Land Owner receives amount equivalent to the figure of Security Deposit mentioned in Clause 12.4, whereafter the **Land Owners' Share of Gross Revenue** shall stand reduced to 0.50% (zero point fifty percent, i.e. half of one percent) of the **Gross Revenue Receipts**. The Developer shall be entitled to the balance of the Gross Revenue Receipts.

Illustration - 1

Say total Gross Revenue Receipts is INR 1,000.00 crore. The Land Owner then shall receive:

- (i) 22.00% of Gross Revenue Receipts of INR 659.09 crore (rounded-off) = INR 145.00 crore (i.e. equivalent to the Security Deposit amounts),

AND

- (ii) 0.50% of balance of Gross Revenue Receipts of INR 340.91 crore (rounded-off) = INR 1.70 crore.

The Developer shall be entitled to INR 853.30 crore (i.e. INR 1,000.00 crore minus INR 145.00 crore minus INR 1.70 crore).

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12.1.1 **"GROSS REVENUE RECEIPTS"** for the purpose of this agreement shall mean the amounts received against Booking / Allotment and Transfer of the Units, Parking Spaces and other Saleable Spaces from time to time including the consideration for Transfer of the Units, Parking Spaces and other Saleable Spaces (which, inter alia, includes price, consideration and others), and for Floor Rise Escalation and PLC (preferred location charges) and any other amount on any account received against any Transfer of Saleable Spaces; but the following items shall however be excluded / deducted therefrom, which all shall be collected realised and appropriated by the Developer alone:

- i) Statutory realisation, including but not limited to Works Contract (Sales) Tax, VAT, Service Tax, GST (as and when made applicable), development charges, Betterment fees etc.;
- ii) Stamp duty and registration fee if collected from the prospective transferees of Saleable Spaces and other spaces areas rights or benefits at the said Property;
- iii) Cost of extra work carried out exclusively at the instance of Transferees of Saleable Spaces and other spaces areas rights or benefits at the said Property;
- iv) Furniture fixture or fittings or any electrical gazettes supplied at the cost and exclusively at the instance of Transferees beyond the specified specification;
- v) Any deposit for Electricity Board or local electricity suppliers, society formation charges, deposits/security received from transferees of Saleable Spaces and other spaces areas rights or benefits at the said Property or for any other mutually decided specified purpose not forming part of consideration for sale/transfer of Saleable Spaces and other spaces areas rights or benefits at the said Property;
- vi) Amounts received from Transferees of Saleable Spaces and other spaces areas rights or benefits at the said Property on account of or as extras such as on account of generator, transformer and other installations and facilities, procuring electricity, legal charges etc., and also those received as deposits / advances against rates and taxes, maintenance charges, sinking fund etc.;



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- vii) Realisation of interest from Transferees of Saleable Spaces or else;
- viii) Amounts received from Transferees of Saleable Spaces and other spaces areas rights or benefits at the said Property on account of nomination charges, cancellation charges etc.

12.1.2 **"SALEABLE SPACES"** for the purpose of this agreement shall mean the Units (being all the transferable spaces and/or constructed areas in the said Property, be they flats, apartments, office spaces, shops, showrooms, covered spaces or the like for use as residence, commercial, mercantile or any other purpose capable of being independently and exclusively held used occupied and enjoyed by any person and shall include the terrace if any attached to any unit), Parking Spaces, terraces, roofs, with or without any facilities and all other areas at the said Property capable of being transferred independently or by being added to the area of any Unit (including common areas installations and facilities) or making appurtenant to any Unit or otherwise and shall also include any area, right or privilege at the said Property capable of being commercially exploited or transferred or granted/permited to be used for consideration in any manner.

12.2 The payment of the Land Owner's Share of Gross Revenue shall be subject to deduction therefrom:-

- a) Taxes and liabilities, if any payable by the Land Owner in terms hereof and initially paid by the Developer to authorities. Payment of any amount towards the taxes and liabilities of the Land Owner in terms hereof is not the obligation of the Developer;
- b) All other amounts if advanced to or paid for and on behalf of the Land Owner towards fulfillment and compliance of the Land Owner's obligations and undertakings provided herein, with prior intimation to the Land Owner;
- c) TDS (tax deduction at source).

12.3. The Project's Revenue receipts received from the sale/transfer of the constructed spaces in the said Project from time to time shall be received in the name of the Developer and shall be deposited in a separate bank account opened for such purpose (in short called **"SALE CONSIDERATION BANK ACCOUNT"** / **"DESIGNATED ACCOUNT"**). No other bank account shall be used therefor. Suitable standing instructions shall be given to the Bank for disbursement of the sale

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proceeds collected in such Sale Consideration Bank Account to the respective accounts of the Land Owner and the Developer in terms hereof. The amounts to be disbursed shall be subject to deductions / adjustments as herein mentioned. The Sale Consideration Bank Account shall not be used for any other purposes. No other money shall be deposited in the Designated account save as those stated herein. No withdrawals shall be made from the Designated Account save and except the pre-set instructions given to the Bankers in terms of this Agreement.

- 12.4 The Developer shall deposit with the Land Owner an interest free security deposit (“**IFRD**” / “**SECURITY DEPOSIT**”) in the following manner Provided that in case the Land Owner shall have received any amount on account of Land Owners’ Share of Gross Revenue, then the Security Deposit amount shall get reduced to that extent. The unadjusted component of Security Deposit shall be adjusted against the future Land Owners’ Share of Gross Revenue. In case Land Owners’ Share of Gross Revenue exceeds the Security Deposit amount at any time, then the excess amount shall not be paid at that time but shall be carried forward for adjustment against Security Deposit payable thereafter. This Clause is explained in Illustration – 2 below.

Sl. No.	Relevant Period	Due Date	Amount
Period A	25/JAN/2017 to 31/MAR/2018	At or before execution hereof:- INR 5,00,00,000/- and within 3 weeks from date hereof:- INR 14,50,00,000/-	INR 19,50,00,000/- (Rupees Nineteen Crore Fifty Lac) only.
Period B	01/APR/2018 to 31/MAR/2019	31/MAR/2019	INR 9,50,00,000/- (Rupees Nine Crore Fifty Lac) only.
Period C	01/APR/2019 to 31/MAR/2020	31/MAR/2020	INR 19,00,00,000/- (Rupees Nineteen Crore) only.
Period D	01/APR/2020 to 31/MAR/2021	31/MAR/2021	INR 29,00,00,000/- (Rupees Twenty Nine Crore) only.
Period E	01/APR/2021 to 31/MAR/2022	31/MAR/2022	INR 34,00,00,000/- (Rupees Thirty Four Crore) only.
Period F	01/APR/2022 to 24/JAN/2023	24/JAN/2023	INR 34,00,00,000/- (Rupees Thirty Four Crore) only.

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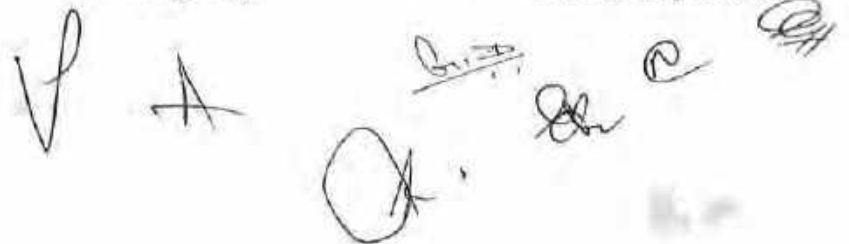
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Illustration - 2

Say till period C, the Developer is required to deposit with the Land Owner a sum of INR 48.00 crore (i.e. INR 19.50 crore for period A, INR 9.50 crore for period B and INR 19.00 crore for period C). Say in period A, no amount is received by the Land Owner on account of Land Owners' Share of Gross Revenue and the Developer deposits INR 19.50 crore with the Land Owner as Security Deposit. In period B, Land Owner receives INR 5.00 crore on account of Land Owners' Share of Gross Revenue and accordingly Developer deposits INR 4.50 crore on account of Security Deposit resulting in total Security Deposit of INR 24.00 crore after adjustment of the said INR 5.00 crore received by the Land Owner on account of the Land Owner's Share of Gross Revenue. In period C, Land Owners' Share of Gross Revenue comes to INR 28.00 crore, then INR 19.00 crore is received by the Land Owner as payment on account of Land Owners' Share of Gross Revenue and the balance INR 9.00 crore belongs to and is received by the Developer, but the quantum of Security Deposit stands adjusted to that extent (i.e. out of Security Deposit of INR 24.00 crore, INR 9.00 crore gets adjusted leaving a Security Deposit of INR 15.00 crore in the Land Owner's hands, which gets adjusted against subsequent years' Land Owners' Share of Gross Revenue). Similar procedure shall be followed for Periods D, E & F. Under no circumstances, shall the Land Owner receive amount in excess of that mentioned in Clause 12.4.

- 12.5 The parties have further agreed that the Land Owner's aforesaid entitlement to the Security Deposit shall not be dependent on the actual commencement of the development of the Project by the Developer.
- 12.6 Upon expiry of 6 (six) years from the date hereof, the Developer shall, solely and exclusively, have the right and be entitled to exercise any of the following two options:
- 12.6.1 The Developer shall at any time be entitled to purchase in its own favour and/or in favour of its nominee or nominees (in such parts or shares as the Developer may deem fit and proper) the balance land comprised in the said Premises (i.e. the entire land after excluding the quantum already conveyed till then in terms of this agreement), with all rights and entitlement of the Land Owner therein (including the rights and entitlement to receive and appropriate the Land Owners' Share of Gross Revenue), and the consideration therefor shall be the unadjusted amount of IFRD / Security Deposit (if there be any) being held by the Land Owner in terms of Clause 12.4 herein Provided that in case no amount remains unadjusted on account of IFRD / Security Deposit, the Developer shall not be required to

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pay any further consideration to the Land Owner. The Land Owner shall be obliged and bound to grant Conveyance(s) in favour of the Developer and/or its nominee or nominees (in such parts or shares as the Developer may deem fit and proper) within 7 (seven) days of being notified by the Developer. In case Land Owner fails to do so, then its Power of Attorney holder (appointed as per Clause 11.1 herein) shall be signing Conveyance(s) for and on behalf of the Land Owner as may be required by the Developer which the Land Owner hereby ratifies and confirms;

OR

12.6.2 The Developer shall be entitled to continue with the Revenue Share option with the Land Owner in which case:

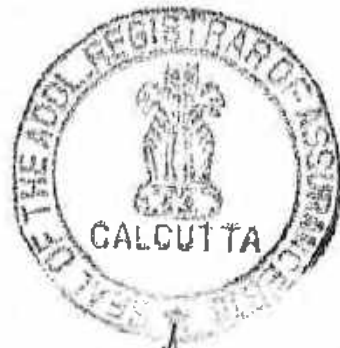
- (i) The unadjusted IFRD / Security deposit (if there be any) lying with the Land Owner shall get adjusted against all further Share of the Land Owner in the Gross Revenue Receipts at the same said rate of 22.00% (twenty-two percent) as stated at Clause 12.1 hereinabove till the IFRD / Security Deposit gets fully adjusted. Such further share of the Land Owner in the Gross Revenue Receipts shall not actually be payable but merely be book entries for adjustment;
- (ii) Upon full adjustments of the IFRD / Security Deposit as aforesaid, the Land owner shall then become entitled to receive a reduced share @0.50% (zero point fifty percent, i.e. half of one percent) only in the subsequent / balance Gross Revenue Receipts that is generated from the Project, which shall be payable to the Land Owner only after completion of the Project, i.e. after construction and development of the entire area and granting conveyance as well as delivering possession of all the Units in the Project. The Developer shall be entitled to the balance share @99.50% (ninety-nine point fifty percent) of the Gross Revenue Receipts.

The above is explained by the Illustrations, being Illustration – 3(a) and Illustration 3(b) hereinbelow:

Illustration – 3(a)

Say the total IFRD / Security Deposit payable by the Developer to the Land Owner is INR 145.00 crore and the Land Owner is entitled to say 22.00% of the Gross Revenue Receipts till such time the IFRD / Security Deposit stands fully adjusted, whereafter it stands reduced to say 0.50% as mentioned in Clause 12.6.2(ii) hereinabove.

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Till the end of Period F, the Gross Revenue Receipts are INR 500.00 crore and the Land Owner's share thereof @22.00% is INR 110.00 crore as Land Owners' Share of Gross Revenue, which stands adjusted against the Security Deposit, leaving an unadjusted Security Deposit of INR 35.00 crore.

In the next 1 (one) year and 8 (eight) months, Gross Revenue Receipts are INR 159.09 crore (rounded-off) and the Land Owner's share thereof @22.00% is INR 35.00 crore, as a result whereof the unadjusted Security Deposit of INR 35.00 crore stands fully adjusted.

Thereafter, till completion of the Project, Gross Revenue Receipts are say INR 340.91 crore (rounded-off), out of which the Land Owner shall receive INR 1.70 crore as its share of Revenue at the reduced rate of 0.50% as mentioned in Clause 12.6.2(ii) hereinabove, which shall be payable to the Land Owner only after completion of the Project and conveyance and transfer of all Saleable Spaces.

Illustration - 3(b)

Say the total IFRD / Security Deposit payable by the Developer to the Land Owner is INR 145.00 crore and the Land Owner is entitled to say 22.00% of the Gross Revenue Receipts till such time the IFRD / Security Deposit stands fully adjusted, whereafter it stands reduced to say 0.50% as mentioned in Clause 12.6.2(ii) hereinabove.

Till the end of Period F, the Gross Revenue Receipts are INR 750.00 crore. In such event, Gross Revenue Receipts upto the extent of INR 659.09 crore (rounded-off) shall be shared by the Developer and the Land-owner in the ratio of 78:22, i.e. the Land-owner entitled to INR 145.00 crore only and the balance of Gross Revenue Receipts of INR 90.91 crore shall be shared by the Developer and the Land-owner in the ratio of 99.50 : 0.50, i.e. the Land-owner entitled to INR 0.45 crore only which shall be payable to the Land Owner only after completion of the Project and conveyance and transfer of all Saleable Spaces.

Thereafter, till completion of the Project, further Gross Revenue Receipts are say INR 250.00 crore, out of which the Land Owner shall receive INR 1.25 crore only as its share of Revenue at the reduced rate of 0.50% as mentioned in Clause 12.6.2(ii) hereinabove, which shall be payable to the Land Owner only after completion of the Project and conveyance and transfer of all Saleable Spaces.

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- 12.7 The Land Owner hereby unequivocally assures and confirms that save and except in default of making payment of the Security Deposit or the Land Owner's Share in the Gross Revenue Receipts by the Developer, irrespective of what option is exercised by the Developer, all the obligations of the Land Owner under this agreement shall continue to subsist and the Land Owner shall be required to perform the same, punctually and without default and shall fully indemnify the Developer with regard thereto.

13. Authority of Developer in Dealing with Saleable Spaces etc.:

- 13.1. **Sale / Transfer of Saleable Spaces etc.:** All Saleable Spaces and other spaces areas rights and benefits within the said Property shall be sold and transferred to the Transferees exclusively by the Developer and the sale consideration received from the same shall be received solely by the Developer and deposited in the Designated Account in the manner stated in Clause 12.3 above.
- 13.2. **Transfer in favour of Transferees:** The Units and Saleable Spaces in the New Buildings shall be sold and transferred in favour of the Transferees by initially entering into Agreements for Sale (registered or unregistered) followed by handing over of possession to them by the Developer and transferring title by registered Deeds of Conveyance. Both the Land Owner and the Developer shall be parties in all such Agreements and Deeds of Conveyance. In the Agreement for Sale, the Land Owner may be represented by the Developer or its nominee/s as constituted attorney of the Land Owner. However the execution and registration of the Deeds of Conveyance shall be executed in the manner provided hereinafter, particularly in Clause 17.7 herein.
- 13.3. The Developer may at its option at any time after the Land Owner having received an amount equivalent to the amounts mentioned upto Period-C in Clause 12.4 heretofore (whether by way of Security Deposit or by way of Land Owner's Share of Gross Revenue) be entitled to obtain conveyance of such proportionate share of land comprised in the said Property as be equivalent to the aggregate of the amount of IFRD / Security Deposit amount and the Land Owner's Share of Gross Revenue paid by the Developer till then, with the total IFRD / Security Deposit amount being assumed to be 100% of the Land Owners' Share of Gross Revenue notwithstanding the fact that there may be minor variance with the actual amount of the Land Owners' Share of Gross Revenue. Such conveyance shall be in favour of the Developer and/or its nominees and/or assigns, as the Developer may deem fit and proper.

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- 13.4. **Preparation of Documents & Cost of Transfer of Units:** The costs of all agreement and conveyances including stamp duty and registration fees and all other legal fees and expenses shall be borne and paid by the Transferees. The documents for transfer including Agreements for Sale of Units and Deeds of Conveyance shall be prepared by the Developer's Advocates ("**ADVOCATES**").
- 13.5. All payments received in respect of any Sale and/or Transfer shall be on account of the Developer and any refund, damages, penalty, claim or demand (if any) of the Transferees shall be the sole liability of the Developer. The Land Owner shall have no obligations under any agreement for Sale and/or Transfer of constructed areas, either relating to refund, representation, or any other warranty given in favour of the intending transferees. They shall have the only obligation to convey proportionate right title and interest in the land comprised in the said Property, as be directed / instructed by the Developer from time to time.
- 14. Municipal Taxes and Outgoings:**
- 14.1 **Relating to Period Prior to Date of this Agreement:** All Municipal rates and taxes and outgoings of any nature whatsoever or howsoever (collectively "**RATES**") on the said Property relating to the period prior to the date hereof shall be borne, paid and discharged by the Land Owner. It is made specifically clear that all Rates outstanding upto the date hereof shall remain the liability of the Land Owner and such dues shall be borne and paid by the Land Owner as and when called upon by any statutory authority or the Developer, without raising any objection thereto.
- 14.2 **Relating to Period after the Date of this Agreement till completion of the Project:** As from the period hereafter till completion of the Building/s in terms hereof, the Developer shall be liable and responsible for payment of the same and the Land Owner shall not be liable therefor unless the Land Owner acquires / purchases any flat / unit etc.
- 14.3 **Relating to Period after completion:** As from the period after completion of the Project or any part thereof, the liability and responsibility for payment of the Rates shall be that of the Transferees and the Land Owner shall not be liable therefor unless the Land Owner acquires / purchases any flat / unit etc.

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15. Post Completion Maintenance:

- 15.1 **Maintenance:** The Developer alone shall be entitled to frame schemes for the management and administration of the New Buildings as the Developer may deem fit and proper without any interference of the Land Owner and the Land Owner shall not be liable therefor unless the Land Owner acquires / purchases any flat / unit etc.

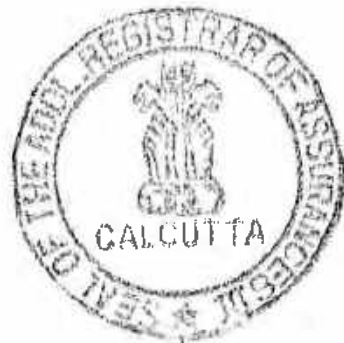
16. Marketing:

- 16.1 **Marketing:** The Developer alone shall be entitled for marketing and sales of the Project and the Land Owner shall no concern therewith.
- 16.2 **Dealing with Transferees:** The Developer alone shall be entitled to deal with the Transferees regarding the sale transfer etc., of all Saleable Spaces in the New Buildings and also for getting the transfer documents prepared and signed, collecting payments, handing over possession, etc.

17. Obligations of the Land Owner:

- 17.1 **Title not be affected:** The Land Owner shall not do or omit to do or cause to be done any act deed matter or thing whereby or by reasons whereof the rights title or interest of the Land Owner to the said Property or the rights and interest of the Developer under this agreement is affected or prejudiced in any manner whatsoever and, if required, shall answer and comply with all requisitions made by the Transferees (as herein defined) and/or the Banks / Financial Institutions / Lenders associated with the said Property.
- 17.1.1 **Encumbrance or Liability Found :** Notwithstanding the aforesaid, in case at any time hereafter the said Property or any part thereof be found to be affected by any latent defect or encumbrance or any liability be found to be due in respect of the said Property or any part thereof; then and in such event the Land Owner shall be liable at its own costs to have the same cleared and in case the Land Owner fails to do so even after receiving notice to that effect from the Developer, the Developer shall be at liberty to have the same cleared at the costs and expenses of the Land Owner with prior intimation to the Land Owner, and adjust such costs with interest (if any) from the Land Owner's share of Gross Revenue.

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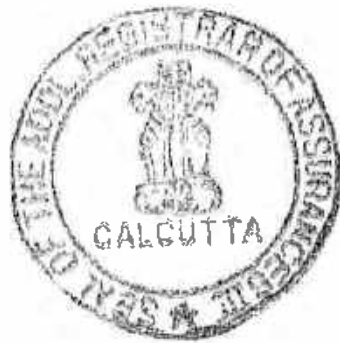


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- 17.2 **Approvals and Sanction Plan:** The application for sanction of Building Plans and also application for all other Land related approvals shall be made in the name of the Land Owner / Developer. Though the Building Plan and all other Land related approvals shall be obtained in the name of Land Owner, the Developer will be sole beneficiary of the same.
- 17.3 **No Dealing with the Said Property:** The Land Owner hereby covenants not to sell, transfer, assign, let out, grant lease, mortgage, charge or otherwise deal with or dispose-off the Said Property or any portions thereof save and except with the prior written consent of the Developer. Change in ownership control and management of the Land Owner Company shall be deemed to be assignment under this clause save as amongst the present share-holders and their family members and relatives.
- 17.4 **Documentation and Information:** The Land Owner undertakes to provide the Developer with any and all documentation and information relating to the said Property and each of them as may be required by the Developer from time to time, including relating to its title and the representations made herein.
- 17.5 **No Obstruction in Construction:** The Land Owner hereby covenants not to cause any interference or hindrance in the construction of the New Buildings.
- 17.6 **No Obstruction in Dealing with Saleable Spaces:** The Land Owner hereby agrees and covenants with the Developer not to do any act deed or thing whereby the Developer is prevented from enjoying, selling, assigning and/or disposing of the Saleable Spaces and other spaces areas rights and benefits within the said Property / Project.
- 17.7 **Execution of Deeds in favour of Transferees:** The Land Owner shall from time to time, as and when required by and at the request of the Developer, execute and register sale / transfer deed or deeds or other documents of transfer for sale, transfer or disposal of Saleable Spaces and other spaces areas rights and benefits in the Project at the said Property together with or independent of or independently the land comprised in the said Property attributable thereto and/or earmarked therefor in favour of the respective Transferees thereof without raising any objection whatsoever. In the event of the Land Owner failing and/or refusing to execute such sale / transfer deeds and other documents of transfer despite 7 (seven) days' notice being given to the Land Owner, the Developer and/or its nominee/s shall be entitled to execute the same for and on behalf of and as the attorney / agent of the Land Owner. All costs and expenses for execution and registration of such agreements and/or documents of transfer shall be borne and paid by the prospective Transferees.

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Additional Registrar of Assurance - Mr
Kollata

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- 17.8 **Co-operation with Developer:** The Land Owner undertakes to fully co-operate with the Developer for development of the Said Property.
- 17.9 **Adherence by Land Owner:** The Land Owner has assured the Developer that they shall adhere to this Agreement and comply with its terms and conditions.
- 17.10 **Act in Good Faith:** The Land Owner undertakes to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 17.11 **Compliance with Law:** The Land Owner hereby agrees and covenants with the Developer to comply with the provisions of the law applicable to ownership of the Land and transfer of the New Buildings.

17A. Obligations of the Developer:

- 17A.1 **Ensure timely payments:** The Developer shall ensure that the IFRD / Security Deposit and the Land Owners' Share of Gross Revenue (hereinbefore defined) is paid to the Land Owner in a timely manner as herein agreed;
- 17A.2 **No additional liability:** The Developer shall not cast any liability on the Land Owner in excess of those herein agreed;
- 17A.3 **Brief details of transfer transactions:** As and when required by the Land Owner, the Developer shall provide to the Land Owner brief details of the transfer transactions made from time to time, necessary for the purpose of calculation of the Land Owners' Share of Gross Revenue.
- 17A.4 **Compliance with Law:** The Developer hereby agrees and covenants with the Land Owner to comply with the provisions of the law applicable to building, development, construction and transfer of the New Buildings. The Developer shall solely remain liable for breach of any provision of law.
- 17A.5 **Adherence by Developer:** The Developer has assured the Land Owner that they shall adhere to this Agreement and comply with its terms and conditions.

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17A.6 **Execution of Sale Deeds in favour of Transferees:** The Developer shall execute all deeds, documents, agreement and conveyances in strict adherence to the terms and conditions recorded herein.

17A.7 **Act in Good Faith:** The Developer undertakes to act in good faith towards the Land Owner (and any appointed and/or designated representatives) so long the same concerns the payments to be made to the Land Owner under this agreement.

17A.8 **No liability due to any accident etc.:** The Developer hereby agrees and covenants with the Land Owner that the Land Owner is not put to any liability loss claim or damage arising during the course of construction work due to any accident, mishap, damage etc. to person or property at the said property.

18. DEFAULTS AND CONSEQUENCES

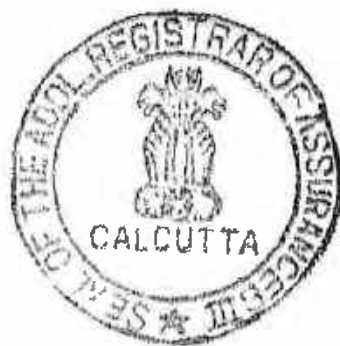
A. Land Owner's Default:

1. Upto performance stipulated within Period-F as per Clause 12.4 herein:

In case any person or entity obtains any prohibitory order/s in any proceeding challenging the rights title or interest of the Land Owner to the said Property and the Land Owner fails to clear or remedy the claim thereunder to the satisfaction of the Developer or in case the Land Owner does or omits to do any act deed matter or thing which in any manner affects the rights title or interest of the Land Owner to the said Property or the rights and interest of the Developer hereunder or in case the Land Owner is in breach or default of or fails to comply with any of its obligations mentioned in this Agreement in the manner or within the period stipulated therefor, the Developer shall give a notice, in writing, to the Land Owner giving time of 60 (sixty) days to contest and have the prohibitory order/s vacated and/or to remedy the default or breach and the Land Owner shall be liable to pay interest @18% per annum on all amounts for the time being paid or incurred by the Developer in connection with this agreement during such period and in case the Land Owner even fails to remedy the same within such 60 (sixty) days, the Developer shall be entitled to take all or any of the following recourses as the Developer shall deem fit and proper:-

- i. To itself try and attempt the compliance of the obligation under default, at the costs and expenses of the Landowner in such manner and on such terms and conditions as the Developer may deem fit and proper and during such period also the Landowner shall be liable to pay





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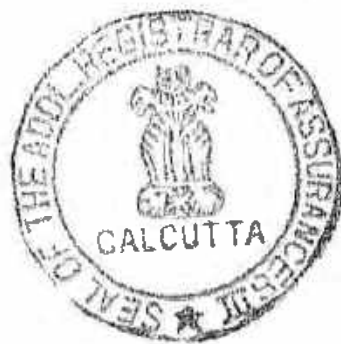
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interest @18% per annum on all amounts for the time being paid or incurred by the Developer on the Project and/or paid to the Landowner w.e.f. the respective dates of payment / incurrence thereof.

In case of the Developer attempting the compliance of the obligation of the Land-owner under default, the amounts, costs and expenses paid or incurred by the Developer together with interest @18% per annum thereon (w.e.f. the respective dates of payment / incurrence thereof) shall be the liability of the Landowner exclusively and the Developer shall have a lien on the Land Owner's share of Gross Revenue for such amount. Such amount and interest shall be adjustable firstly out of the Land Owner's share of Gross Revenue / Security Deposit.

- ii. Consequently, the obligations of the Developer in connection with this agreement, including payment of Land Owner's Share of Gross Revenue / Security Deposit, shall stand extended by the period of delay.
- iii. To exclude the portion or portions as may be the subject matter of such default from being part of the said Property or the Building Complex/Project as the case may be and to continue the Project in the balance portion. In case of any such exclusion, the said Property shall be varied accordingly and all other provisions of this agreement shall apply mutatis mutandis, including proportionate reduction in the amount of Land Owner's Share of Gross Revenue and the Security Deposit.
- iv. To sue the Land owner for specific performance of this agreement and/or damages;
- v. To cancel this agreement in whole or in respect of the portion of the said Property as may be affected by such default and in such event the following consequences of Cancellation shall be followed:
 - Any cancellation affecting part of the said Property or any part thereof shall not affect the continuance of this Agreement in respect of the remaining parts of the said Property.
 - The IFRD/Security Deposit along with the Land Owner's Share of Gross Revenue paid to the Land-owner and all other amounts and claims on any account paid or incurred by the Developer on the said Property or which the Developer is subjected to, and damages payable by the Land-owner, shall within 15 (fifteen) days of being demanded by the Developer, be refunded by the Land-owner to the Developer wholly if the Agreement is cancelled as a whole and

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proportionately if the agreement is cancelled only in respect of part of the said Property. In case of delay in refund, penal interest @18% per annum will become applicable and the Developer shall be entitled to hold use and enjoy the said Property or part thereof (as applicable) and in case such delay extends beyond 6 (six) months from the stipulated date, then the Developer shall be entitled to assign / transfer / deal with / dispose of the said Property or part thereof (as applicable) and the Land-owner's interest therein (such assignment / transfer / disposal to be exercised through the attorney of the Land-owner appointed pursuant to this agreement) and out of the proceeds realized from such assignment / transfer / disposal, the Developer shall retain with itself all amounts then due and payable by the Land-owner to the Developer and refund the balance, if any, to the Land-owner. In case of any shortfall, the Land Owner shall make good the same forthwith;

- Upon the Land-owner complying with the obligations pursuant to cancellation in terms of the aforesaid clause, the Developer shall, at the cost and expenses of the Land-owner, revert the said Property or concerned part thereof, in the condition the same be then to the Land-owner (i.e. with all improvements and developments made thereon until then and/or as its nature then permits).

II. After Period-F as per Clause 12.4 herein:

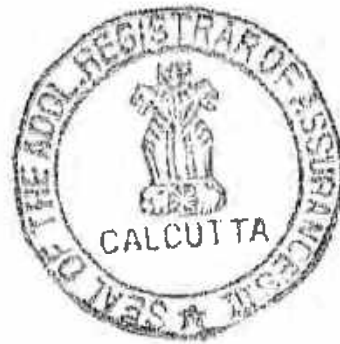
In case of any default of the Land Owner arising after expiry of the Period-F as per Clause 12.4 herein, the Developer shall be entitled to seek specific performance of this Agreement and/or damages.

B. Developer's Default:

I. Upto performance stipulated within Period-F as per Clause 12.4 herein:

If the Land-owner has duly and punctually complied with its obligations as stated herein, and in case the Developer fails and/or neglects to make payment of the Security Deposit or the Land Owner's Share of Gross Revenue, the Developer shall be given a remedial period of 6 (six) months to make such payment with interest @18% per annum for the period of delay, Or if the security created for obtaining project Finance is invoked by the financier (except due to reasons of Land-owner's title / interest to the said Property) and the Developer fails to regularize the same within 30 (thirty) days of such invocation, and if the default continues even thereafter, then the Land Owner shall be entitled to any of the following recourses as the Land Owner shall deem fit and proper:-

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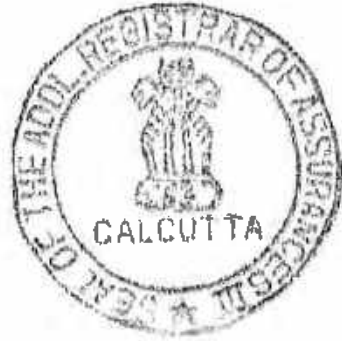
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- a) To sue the Developer for specific performance of the contract and/or damages;
- b) To take over the unfinished works in the Project or the incomplete Phase thereof and to complete the same at the costs and expenses of the Developer (which shall include all costs and expenses relating to inter alia, construction, marketing, statutory dues, discharge of Project Finance, discharge of suppliers and creditors of the project, liability of any Transferees of the Saleable Area (including interest, damages, compensation etc. payable to Transferees)). In case of such takeover, all Revenues in respect of the Project so taken over accruing from the date of take over shall be received by the Land Owner in a separate Bank Account and after making payment of the aforesaid costs and expenses, the balance shall be shared between the Land-owner and the Developer in the ratios mentioned in Clause 12.1 hereinabove and the Developer's Share thereof shall be deposited in the joint names of the Land-owner and the Developer in a separate auto-renewable Fixed Deposit account of 1 (one) year term with a scheduled bank every month / quarter and upon completion of the Project or the relevant Phase thereof, as applicable, the same alongwith accrued interest shall forthwith be made over to the Developer. Upon completion of the Project or the relevant Phase thereof and accounting of the same, if it is found that the costs of completion of the project exceeds such Developer's share of the Revenue and accrued interest, the Developer shall pay the deficit to the Land Owner and if the same are less than such Developer's share of the Revenue and accrued interest, the Developer shall be entitled to withdraw the balance and the Land-owner shall co-operate with the Developer therefor.

Miscellaneous:

- 19.1 **Developer to Receive Additional Payments & Deposits:** The Developer shall be entitled to receive in respect of the entire New Buildings all additional charges, expenses and/or deposits including for corpus deposit, formation of the Maintenance Company, Common Expenses, Municipal Taxes, supply of electricity, purchase and installation of generator, electric and water supply connections, additional work and amenities that may be provided, charges, out-pocket expenses and fees payable for changes/ regularization/ completion under the Building Rules. The Land Owner shall neither have any right nor any liability regarding the same.

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- 19.2 **No Partnership:** The Land Owner and the Developer have entered into this Agreement purely as a contract on a Principal to Principal basis and nothing contained herein shall be deemed to be or construed as a Partnership or Joint Venture between the Parties in any manner nor shall the Parties constitute an association of persons.
- 19.3 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 19.4 **Additional Authority:** 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 the Land Owner. Further, various applications and other documents may be required to be signed or made by the Land Owner relating to which specific provisions may not have been made herein. The Land Owner hereby undertakes to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for such purposes and the Land Owner also undertakes to sign and execute all additional applications and other documents, at the costs and expenses of the Developer.
- 19.5 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 19.6 **Name of New Buildings:** The name of the Project / New Buildings shall be decided by the Developer in its sole discretion and the Land Owner shall not have any say with regard thereto.
- 19.7 **Acquisition:** In case the said Property and/or any portion thereof is acquired by the Government or any other Body or Authority, then in that event the Parties shall contest and challenge such acquisition. If however, acquisition becomes inevitable, then the provisions following shall be applicable:
- 19.7.1 In case of acquisition or requisition of the said Property at any time hereafter, this agreement will come to an end and the Land Owner shall within 3 (three) months thereof refund to the Developer all amounts paid and/or deposited and/or incurred by the Developer pursuant to and under this agreement till then, including all costs of construction, whereupon the Developer shall hand over the said Property to the Land Owner. In case of delay in such refund by the Land Owner beyond the said period of 6 (six) months, the Land Owner shall also be liable to pay

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interest thereon @18% per annum. Till such time the Land-owner makes such refund, the compensation receivable by the Land-owner shall remain charged in favour of the Developer and the Developer shall be entitled to claim the same from acquiring authority.

- 19.8 **Essence of the Agreement:** Payment in terms of Clause 12.4 is the essence of this Agreement.
- 19.9 **Duty to Disclose:** The Developer shall disclose this Agreement to buyers / transferees of saleable spaces and the lending banks and financiers. The Developer shall also provide a copy of the standard agreement for sale for the project to the Land Owner prior to execution of agreements with Transferees. However, delay or default in providing such copy shall not constitute a material breach.

20. Additional Rights of the Developer:

- 20.1 It is expressly agreed understood and clarified that at any time hereafter, the Developer shall be absolutely entitled to enter into any agreement or arrangement with the owners / occupiers / developers of adjoining / nearby properties on such terms as be agreed by and between the Developer and the owners / occupiers / developers of such adjoining properties. In such event, such additional land alongwith the land comprised in the said Property (hereinafter for the sake of brevity referred to as the "**ENLARGED PROPERTY UNDER DEVELOPMENT**") shall increase the scope and ambit of the development herein envisaged which shall stand increased to that extent without however in any manner curtailing and/or infringing on or enhancing / increasing the consideration of the Land Owner herein, which consideration of the Land Owner herein shall remain unchanged and the additional constructed areas and other benefits and rights available / allowable due to such additional land being available for development shall be shared by and between the Developer and the owners / occupiers / developers of such adjoining properties and the Land Owner shall have no concern therewith.
- 20.2 **Arrangements with Adjoining Properties:** The Developer may in its absolute discretion shall be absolutely entitled to enter into any agreement or arrangement with the owners/occupiers/developers of other properties adjoining / contiguous / nearby to the said Properties thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and Facilities in the said Property or any part or portions thereof.

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20.3 **Project / Construction Finance:** The Developer shall be entitled to take construction loans and/or may arrange for financing of the Project ("**PROJECT FINANCE**") by any Bank/Financial Institution/Lender ("**FINANCIER**") and for that the Developer shall be entitled to mortgage / charge the said Property or any part thereof, including equitable mortgage / mortgage by deposit of title deeds. The Developer is hereby authorized by the Land Owner to deposit the Original Title Documents and other documents of title relating to the said Property or any part thereof with the Financier as security for the purpose of Project Finance and to sign and execute necessary documents on behalf of the Land Owner (through the attorney being appointed by the Land Owner pursuant to this agreement or by the Land Owner personally, if required by the Developer) and for such purpose the Escrow Agent shall be obliged to forthwith handover the Original Title Documents and other documents of title to the Developer / Financier and no further consent of the Land Owner will be required, which shall be deemed to have been given by these presents itself. It is however clarified that the withdrawal / disbursement on account of such Loan / Finance at any point shall not exceed the aggregate of the amounts of the IFRD / Security Deposit and the Land Owner's Share of Gross Revenue paid by the Developer to the Land Owner till then and the Land Owner shall personally issue money receipts therefor, with copy marked to the lending banks / financial institutions / lenders Provided However and it being clarified that upon the Land Owner having received amount equivalent to the total IFRD / Security Deposit receivable by the Land Owner hereunder, the Developer shall be entitled to withdraw unlimited amount of loans or advances or like without any reference to the Land Owner and without any fetters / objections / embargo. The liability of the Land Owner shall be restricted to creation of mortgage on the said Property, as a mortgagor without any standing as a guarantor or surety. Further the Developer shall, till the entire IFRD / Security Deposit is not paid, keep the Land Owner informed as to the loan granted and /or disbursed by the Financier to the Developer. However, delay or default in providing such information shall not constitute a material breach.

20.3.1 It is further clarified that the Land Owner or its directors shall have no liability whatsoever in respect of any loan taken by the Developer, including the project loan, or its repayment or default save and except the obligation to create mortgage over the said property And save any liability that may be cast or fastened on the Land Owner in case of any representation assurance warranty etc., of the Land Owner being found to be untrue false incorrect or misleading or in case of the Land Owner being

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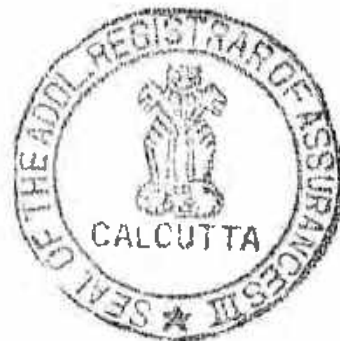
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in breach or default of its obligations herein. Save due to reasons stated earlier in this clause, the Financer shall not be entitled to seek enforcement of any right against the Land Owner or its directors except as against the property.

21. Indemnities:

- 21.1 Each Party doth hereby indemnifies and covenants to keep the other party indemnified saved and harmless against all losses, damages, costs, claims, demands etc., that may arise or be suffered by the other party arising out of any default or breach being committed by the defaulting party in respect of any obligation required to be performed by the defaulting party in terms of this Agreement or in case of any representation assurance warranty etc., of the defaulting party being found to be untrue false incorrect or misleading;
- 21.2 The Developer shall be solely liable and responsible for any claim demand, proceedings, whether civil or criminal, accidents, labour claims, etc, at the project site or relating to the said Project or resulting in any violation of statutory provisions and the Developer doth hereby indemnifies the Land Owner in respect thereof;
- 21.3 The Land Owner has executed the power of attorney in favour of the person nominated by the Developer. The Developer and the Developer's Guarantor shall be solely liable for all acts and deeds of the said Attorney. However, acts deeds and things done by the attorney shall bind the Land-owner;
- 21.4 The Land Owner shall indemnify the Developer if the Land-owner does or omit to do or cause to be done any act deed matter or thing whereby or by reasons whereof the rights title or interest of the Land Owner to the said Property or the rights and interest of the Developer under this agreement is affected or prejudiced in any manner whatsoever or fails to answer and comply with all requisitions made by the Transferees (as herein defined) and/or the Banks / Financial Institutions / Lenders associated with the said Property or in case at any time hereafter the said Property or any part thereof be found to be affected by any latent defect or encumbrance or any liability be found to be due in respect of the said Property or any part thereof

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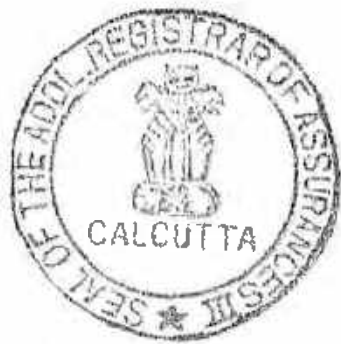
Registrar of Assurances

22. **Guarantee by Land Owner's Guarantors:** The Land Owner's Guarantors do and each of them doth hereby jointly and/or severally irrevocably and unconditionally guarantee to the Developer the due and full compliance by the Land Owner herein of its obligations and liabilities herein and of all terms conditions covenants and agreements of the Land Owner towards the Developer, including modifications / amendments thereof from time to time, and in connection with the aforesaid, the Land Owner's Guarantors agree and covenant with the Developer as follows:

- (i) This guarantee shall be enforceable against the Land Owner's Guarantors or any of them at the first instance notwithstanding any security or right of action that the Developer may have against the Land Owner under this Agreement or otherwise.
- (ii) No changes whatsoever in this Agreement (including the extension of period therein or any time given or any indulgence granted or security released or any compromise or adjustment between the Land Owner and the Developer) shall impair or discharge the liability of the Land Owner's Guarantors or any of them under this guarantee in any manner whatsoever.
- (iii) In order to give effect to this guarantee, the Land Owner's Guarantors hereby declare that the Developer shall be at liberty to act as if the Land Owner's Guarantors were the Land Owner herein and the Land Owner's Guarantors hereby waive all and any of their rights as surety which may at any time be inconsistent with any of the above provisions.
- (iv) This Guarantee shall be a continuing one and irrevocable and shall remain valid and in force until performance of Period-F at Clause 12.4 hereof.

23. **Guarantee by Developer's Guarantor:** The Developer's Guarantor doth hereby irrevocably and unconditionally guarantee to the Land-owner the due and full compliance by the Developer of its obligations and liabilities herein and of all terms conditions covenants and agreements of the Developer towards the Land Owner, and in connection with the aforesaid, the Developer's Guarantor agrees and covenants with the Land-owner as follows:

- (i) This guarantee shall be enforceable against the Developer's Guarantor at the first instance notwithstanding any security or right of action that the Land Owner may have against the Developer under this Agreement or otherwise



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- (ii) No changes whatsoever in this Agreement (including the extension of period therein or any time given or any indulgence granted or security released or any compromise or adjustment between the Land Owner and the Developer) shall impair or discharge the liability of the Developer's Guarantor under this guarantee in any manner whatsoever.
- (iii) In order to give effect to this guarantee, the Developer's Guarantor hereby declares that the Land Owner shall be at liberty to act as if the Developer's Guarantor was the Developer herein and the Developer's Guarantor hereby waives all and any of his rights as surety which may at any time be inconsistent with any of the above provisions.
- (iv) This Guarantee shall be a continuing one and irrevocable and shall remain valid and in force until performance of Period-F at Clause 12.4 hereof.

24. Entire Agreement:

- 24.1 **Supersession:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreements between the Parties, oral or implied.

25. Counterparts:

- 25.1 **All Originals:** This Agreement is being executed simultaneously in two counterparts, each of which shall be deemed to be an original and all of which shall constitute one instrument and agreement between the Parties.

26. Severance:

- 26.1 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not

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affect the other provisions of this Agreement (save and except where the invalidity relates to creation of any liability upon the parties specifically avoided under this agreement) and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

- 26.2 **Deletion of Invalid Provision:** If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification/s as may be necessary to make it valid and enforceable, save and except where the invalidity relates to creation of any liability upon the Parties specifically avoided under this Agreement, in which case the consent of the Parties shall be necessary to keep the remaining agreement valid and subsisting.
- 26.3 **Reasonable Endeavour for Substitution:** The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the Parties (if any) under any invalid or unenforceable provision of this Agreement shall be suspended whilst an attempt at such substitution is made.
27. **Reservation of Rights:**
- 27.1 **Right to Waive:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by such Party.
- 27.2 **Forbearance:** No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.
- 27.3 **No Waiver:** Any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence to or recognition of any right under or arising out of this Agreement or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.

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- 27.4 **No Continuing Waiver:** A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a future occasion. No omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall constitute a waiver of such obligation of the other Party or the due and punctual performance thereof by such other Party and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other (similar or otherwise) obligations hereunder or as a waiver of any right or remedy that such Party may otherwise have in law or in equity.
28. **No assignment by Developer:** The Developer shall not assign its rights and obligations under this agreement save and except with the prior written consent of the Land Owner. Change in ownership control and management of the Developer LLP shall be deemed to be assignment under this clause save as amongst the present partners and their family members and relatives.
29. **No Change owing to FAR variation:** It is agreed and clarified that in case there be any variation in the FAR available for the said Property at any time, be it before commencement or after commencement of construction, the same shall not affect this agreement in any manner and the share of the parties hereto shall remain unchanged.
30. **Amendment/Modification:**
- 30.1 **Express Documentation:** 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 both the Parties and expressly referring to the relevant provision of this Agreement.
31. **Notice:**
- 31.1 **Mode of Service:** Any notice or other written communication given under or in connection with this Agreement may be delivered personally, or by facsimile transmission, or sent by prepaid recorded delivery, 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 in writing by each Party from time to time)

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31.2 **Time of Service:** Any such notice or other written communication shall be deemed to have been served:

31.2.1 **Personal Delivery:** if delivered personally, at the time of delivery.

31.2.2 **Registered Post:** 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/service provider.

31.2.3 **Facsimile:** 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.

31.3 **Proof of Service:** 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 courier, that such notice or other written communication was properly addressed and delivered to the postal authorities/service provider 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.

31.4 **Electronic Mail:** Any notice sent by way of electronic mail (e-mail) shall be considered not to have been served, unless duly confirmed by the recipient by email or any other form of communication.

32. Arbitration:

32.1 **Disputes and Pre-referral Efforts:** The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, 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.

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REGISTRAR OF INSURANCE
CALCUTTA

20 APR 2017

- 32.2 **Referral to Arbitration:** If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to and finally resolved by arbitration by an Arbitral Tribunal formed in the manner given below, in terms of the Arbitration and Conciliation Act, 1996.
- 32.3 **Arbitral Tribunal:** The Parties irrevocably agree that the Arbitral Tribunal shall consist of Three Arbitrators, one to be nominated by each the Land Owner and the Developer and both such nominated persons to nominate the third arbitrator.
- 32.4 **Conduct of Arbitration Proceeding:** The Parties irrevocably agree that:
- 32.4.1 **Place:** The place of arbitration shall be Kolkata only.
- 32.4.2 **Language:** The language of the arbitration shall be English.
- 32.4.3 **Interim Directions:** The Arbitral Tribunal shall be entitled to give interim awards/directions regarding the Disputes.
- 32.4.4 **Procedure:** The Arbitral Tribunal shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law but shall give reasons for the award. The arbitration shall otherwise be carried out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with modifications made from time to time and the provisions of the said Act shall apply to the arbitration proceedings.
- 32.4.5 **Binding Nature:** The directions and interim/final award of the Arbitral Tribunal shall be binding on the Parties.
- 32.4.6 **Time Bound:** The arbitration proceedings shall be completed and final award passed within a specific time frame of 1 (one) year from the date of reference.

33. Jurisdiction:

- 33.1 **Court:** The Courts having territorial jurisdiction over the said Property or the Calcutta High Court alone shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

Handwritten signatures and initials in blue ink, including 'A.P.', 'A', and 'O.K.'.



REGISTRAR OF ASSURANCES
CALCUTTA

20 APR 2017

34. Rules of Interpretation:

- 34.1 **Statutes:** In this Agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statutory provision shall be construed as including references to all statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statutory provision.
- 34.2 **Number:** In this Agreement, any reference to singular includes plural and vice-versa.
- 34.3 **Gender:** In this Agreement, words denoting any gender including all other genders.
- 34.4 **Party:** In this Agreement, any reference to a Party is to a party to this Agreement.
- 34.5 **Clause or Paragraph:** In this Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a reference to a clause or paragraph or schedule (as the case may be) of this Agreement and the schedules form part of and are deemed to be incorporated in this Agreement.
- 34.6 **Including:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 34.7 **Headings:** In this Agreement, the heading are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.

Handwritten signatures and initials:
A large stylized signature, possibly "V".
A signature that appears to be "A. D.". A. D.
A circled "2".
A signature that appears to be "A. O.". A. O.



Additional Registrar of Assurances - III
Kolkata

20 April 2017

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FIRST SCHEDULE
(said **PROPERTY** / said **PREMISES**)

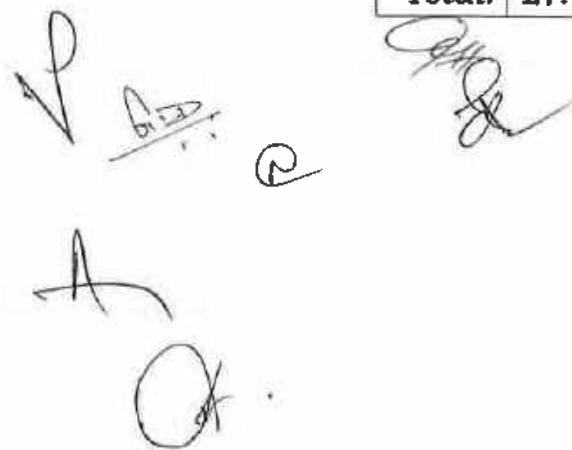
ALL THOSE several pieces and parcels of land, containing an aggregate area of **27.722 Acres** more or less situate lying at the following Dag Nos., all recorded in L.R. Khatian No.11331 (in the name of the Land Owner) (previous Khatian No. 10932), all in Mouza Mahesh, J.L.No.15, Police Station Serampore, and comprised in Holding Nos. ~~44~~ and 449A, Mahesh G. T. Road, and No.49⁴⁴⁴, B. L. C. Mills Road in the Serampore Municipality, in the District of Hooghly, West Bengal and delineated in the map or plan hereto annexed and thereon bordered "RED".

Dag Nos.	Area (Acres)
13353	0.037
13354	0.528
13209	2.809
13210	0.163
13211	0.200
13212	1.149
13213	0.475
13214	0.437
13215	0.391
13217	0.012
13218	0.001
13219	0.391
13220	0.662

Dag Nos.	Area (Acres)
13221	0.358
13222	0.247
13238	0.367
13239	4.910
13351	1.001
13352	0.011
11143	0.016
11145	0.255
11146	0.040
11147	0.020
11162	0.315
11163	0.167
11164	0.189

Dag Nos.	Area (Acres)
11168	0.273
11169	0.096
11171	0.042
11172	2.705
13203	0.051
13204	0.006
13205	0.020
13206	0.097
13207	4.670
13208	1.330
10164	0.002
10166	0.089
10167	0.005

Dag Nos.	Area (Acres)
11025	0.740
11026	0.049
11031	0.065
11036	0.957
11037	0.187
11109	0.348
11110	0.087
11111	0.368
11129	0.006
11131	0.009
11132	0.062
11138	0.007
11141	0.200
11142	0.100
Total:	27.722



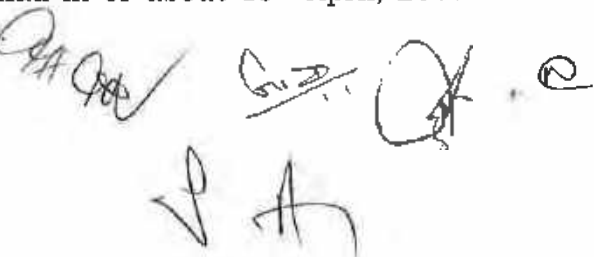


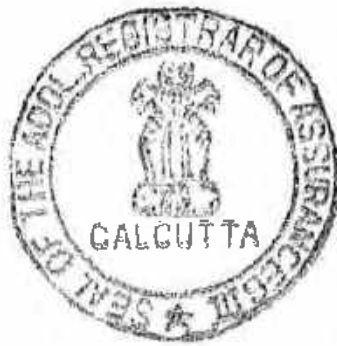
Additional Registrar of Assurances, Calcutta

20 APR 2017

SECOND SCHEDULE
(Devolution of Title)

- A.** By virtue of the provisions of Sick Textile Undertakings (Nationalisation) Act, 1974, the textiles undertakings of Bengal Laxmi Cotton Mills at Sreerampore, District Hooghly which included the land being **All Those** the several pieces and parcels of land, containing an aggregate area of **27.722 Acres** more or less situate lying at L. R. Dag Nos.13353 (0.037Acres), 13354 (0.528 Acres), 13209 (2.809 Acres), 13210 (0.163 Acres), 13211 (0.200 Acres), 13212 (1.149 Acres), 13213 (0.475 Acres), 13214 (0.437 Acres), 13215 (0.391 Acres), 13217 (0.012 Acres), 13218 (0.001 Acres), 13219 (0.391 Acres), 13220 (0.662 Acres), 13221 (0.358 Acres), 13222 (0.247 Acres), 13238 (0.367 Acres), 13239 (4.910 Acres), 13351 (1.001 Acres), 13352 (0.011 Acres), 11143 (0.016 Acres), 11145 (0.255 Acres), 11146 (0.040 Acres), 11147 (0.020 Acres), 11162 (0.315 Acres), 11163 (0.167 Acres), 11164 (0.189 Acres), 11168 (0.273 Acres), 11169 (0.096 Acres), 11171 (0.042 Acres), 11172 (2.705 Acres), 13203 (0.051 Acres), 13204 (0.006 Acres), 13205 (0.020 Acres), 13206 (0.097 Acres), 13207 (4.670 Acres), 13208 (1.330 Acres), 10164 (0.002 Acres), 10166 (0.089 Acres), 10167 (0.005 Acres), 11025 (0.740 Acres), 11026 (0.049 Acres), 11031 (0.065 Acres), 11036 (0.957 Acres), 11037 (0.187 Acres), 11109 (0.348 Acres), 11110 (0.087 Acres), 11111 (0.368 Acres), 11129 (0.006 Acres), 11131 (0.009 Acres), 11132 (0.062 Acres), 11138 (0.007Acres), 11141 (0.200 Acres), and 11142 (0.100 Acres), all recorded in L. R. Khatian No.10932 all in Mouza Mahesh, J. L. No.15, Police Station Serampore, with of the limits of Serampore Municipality, in the District of Hooghly, West Bengal, (herein referred to as the "**said PROPERTY**" / "**said PREMISES**"), became transferred to and /or vested in the Central Government on and from 1st April, 1974.
- B.** The Central Government had transferred the custody and ownership of the said Mill and the said land to National Textile Corporation (West Bengal, Assam, Bihar & Orissa) Limited (in short the "**said NTCL**"), by virtue of the provisions of the said Act.
- C.** In pursuance of rehabilitation scheme sanctioned by the Board for Industrial and Financial Reconstruction (BIFR) as also approval granted for sale of its assets including surplus land by virtue of order dated 15th February, 2002, NTCL had in or about 13th April, 2007 floated tender for sale of the said Property.





Registrar of Assurances
Kolkata

20th Feb 2017

- D.** The Land Owner herein participated in the said tender floated by NTCL. The bid was duly accepted and the entire agreed consideration money was paid by the Land Owner herein for and on account of purchase of the said Property.
- E.** By an Indenture of Conveyance dated the 11th August, 2007, made between NTCL as the Vendor of one part and the Land Owner herein M/s. Happy Niketan Private Limited therein referred to as the Purchaser of the Other part and registered in the office of ARA-III, Kolkata in Book No.I, Volume No.9, Pages 50 to 65, Being No.503 for the year 2008, NTCL for the consideration therein mentioned granted, sold, conveyed and transferred unto and in favour of the Land Owner herein the said Property, more fully described in the Schedule thereunder written, as well as in the **First Schedule** hereinabove written, free from all encumbrances whatsoever.
- F.** The Land Owner is thus seized and possessed of and/or otherwise well and sufficiently entitled to **All Those** several pieces and parcels of land, containing an aggregate area of **27.722 Acres** more or less situate lying at L.R.Dag Nos.13353 (0.037Acres), 13354 (0.528 Acres), 13209 (2.809 Acres), 13210 (0.163 Acres), 13211 (0.200 Acres), 13212 (1.149 Acres), 13213 (0.475 Acres), 13214 (0.437 Acres), 13215 (0.391 Acres), 13217 (0.012 Acres), 13218 (0.001 Acres), 13219 (0.391 Acres), 13220 (0.662 Acres), 13221 (0.358 Acres), 13222 (0.247 Acres), 13238 (0.367 Acres), 13239 (4.910 Acres), 13351 (1.001 Acres), 13352 (0.011 Acres), 11143 (0.016 Acres), 11145 (0.255 Acres), 11146 (0.040 Acres), 11147 (0.020 Acres), 11162 (0.315 Acres), 11163 (0.167 Acres), 11164 (0.189 Acres), 11168 (0.273 Acres), 11169 (0.096 Acres), 11171 (0.042 Acres), 11172 (2.705 Acres), 13203 (0.051 Acres), 13204 (0.006 Acres), 13205 (0.020 Acres), 13206 (0.097 Acres), 13207 (4.670 Acres), 13208 (1.330 Acres), 10164 (0.002 Acres), 10166 (0.089 Acres), 10167 (0.005 Acres), 11025 (0.740 Acres), 11026 (0.049 Acres), 11031 (0.065 Acres), 11036 (0.957 Acres), 11037 (0.187 Acres), 11109 (0.348 Acres), 11110 (0.087 Acres), 11111 (0.368 Acres), 11129 (0.006 Acres), 11131 (0.009 Acres), 11132 (0.062 Acres), 11138 (0.007 Acres), 11141 (0.200 Acres), and 11142 (0.100 Acres), all recorded in L. R. Khatian No. 11331 (in the name of the Land Owner) (previous Khatian No. 10932, in Mouza Mahesh, J. L. No.15, Police Station Serampore, bearing Holding Nos. ~~44~~ and 449A, Mahesh G. T. Road, and No.49, B. L. C. Mills Road in the Serampore Municipality, in the District of Hooghly, West Bengal, (more fully described in the **First Schedule** hereinabove written and herein for the sake of brevity referred to as "**said PROPERTY**" / "**said PREMISES**", free from all encumbrances liabilities and lispensens whatsoever.

Q

Q

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Additional Registrar of Assurance
Kolkata

20 FEB 2017

35. Execution and Delivery:

35.1 **In Witness Whereof** the Parties have executed this Agreement on the date mentioned above.

Happy Niketan Pvt. Ltd.

Naveen Mohd.
Director

Happy Niketan Pvt. Ltd.
Gourindam Debbarma
Land Owner ^{Director}

ALCOVE DEVELOPERS LLP

[Signature]
Developer ^{MANAGED PARTNER}

Uttam Parash
Prayan.

Ghanashyam Sarda.
Land Owner's Guarantors

[Signature]
Developer's Guarantors

Witnesses:

Signature Puspa Leishora
Name Puspa Leishora Adv
Father's Name Late J.N. Tiwari
Address 60/2, P.B. Road
Kol-41

Signature Sushil Poddar
Name SUSHIL PODDAR
Father's Name Late B.N Poddar
Address 21, Canal Street
Kolkata 700016

Drafted by me
Anpita Mallick (WB/65/2008)
Adv.
High Court, Calcutta



Additional Registrar of Assurance -
Kolkata

20 APR 2017

MEMO OF PAYMENT

RECEIVED from the withinnamed Developer the withinmentioned sum of **INR 5,00,00,000/= (Rupees Five Crore) only** in terms of **Clause 12.4** of this Agreement under these presents by **Cheque(s) / Demand Draft(s)** as follows:

D.D. Date	D.D. No.	Bank	Payee	D.D. Amt. (INR)	TDS u/s. 194-IA (INR)
25.01.2017	019013033554	YES Bank, Kolkata.	Happy Niketan Pvt. Ltd.	4,95,00,000/-	5,00,000/-

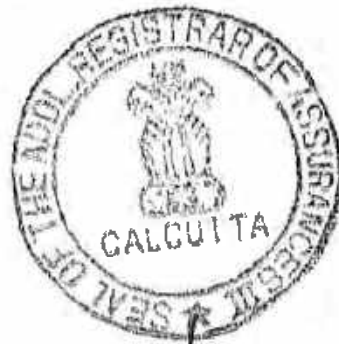
Happy Niketan Pvt. Ltd.
Naveen Mehta
Director

Witnesses:

Pooja Mishra
Adv
60/2, P.B. Road
Kolkata - 41

Susmita Boidar
21, Canal Street
Kolkata - 700016

Happy Niketan Pvt. Ltd.
Gourind Kumar Dabir
Director



Registrar of Insurance -
Kolkata

20 Apr 2017

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ANNEXURE "A"*(nature of land comprised in the said Property as recorded in the Government / Land records)*

Khatian No.(L.R.)	Plot No. (L.R.)	Classification	Area (in Acres)
11331	10166	Bastu	0.089
	11025	Bastu	0.740
	11031	Bastu	0.065
	11026	Bastu	0.049
	11110	Bastu	0.087
	11132	Bastu	0.062
	11111	Bastu	0.368
	11164	Bastu	0.189
	11162	Bastu	0.315
	11172	Bastu	2.705
	11169	Bastu	0.096
	13215	Bastu	0.391
	13219	Bastu	0.391
	13214	Bastu	0.437
	13213	Bastu	0.475
	11036	Housing Complex	0.957
	11109	Housing Complex	0.348
	11129	Housing Complex	0.006
	11141	Housing Complex	0.200
	11142	Housing Complex	0.100
	11143	Housing Complex	0.016
	11145	Housing Complex	0.255
	11146	Housing Complex	0.040
	11147	Housing Complex	0.020
	11163	Housing Complex	0.167
	11168	Housing Complex	0.273
	11171	Housing Complex	0.042
	13203	Housing Complex	0.051
	13205	Housing Complex	0.020
	13206	Housing Complex	0.097
	13207	Housing Complex	4.670
	13208	Housing Complex	1.330
	13209	Housing Complex	2.809
	13210	Housing Complex	0.163
	13212	Housing Complex	1.149
	13217	Housing Complex	0.012
	13218	Housing Complex	0.001
	13220	Housing Complex	0.662
	13221	Housing Complex	0.358
	13222	Housing Complex	0.247
	13238	Housing Complex	0.367
	13239	Housing Complex	4.910
	13351	Housing Complex	1.001
	13352	Housing Complex	0.011
	13354	Housing Complex	0.528
	10164	Path (Road)	0.002
	10167	Path (Road)	0.005
	11131	Path (Road)	0.009
	11138	Path (Road)	0.007
	11037	Pond	0.187
	13204	Drain	0.006
	13353	Drain	0.037
	13211	Badh	0.200
Total:			27.722

A. P. S.

 A. S.

 S. S.



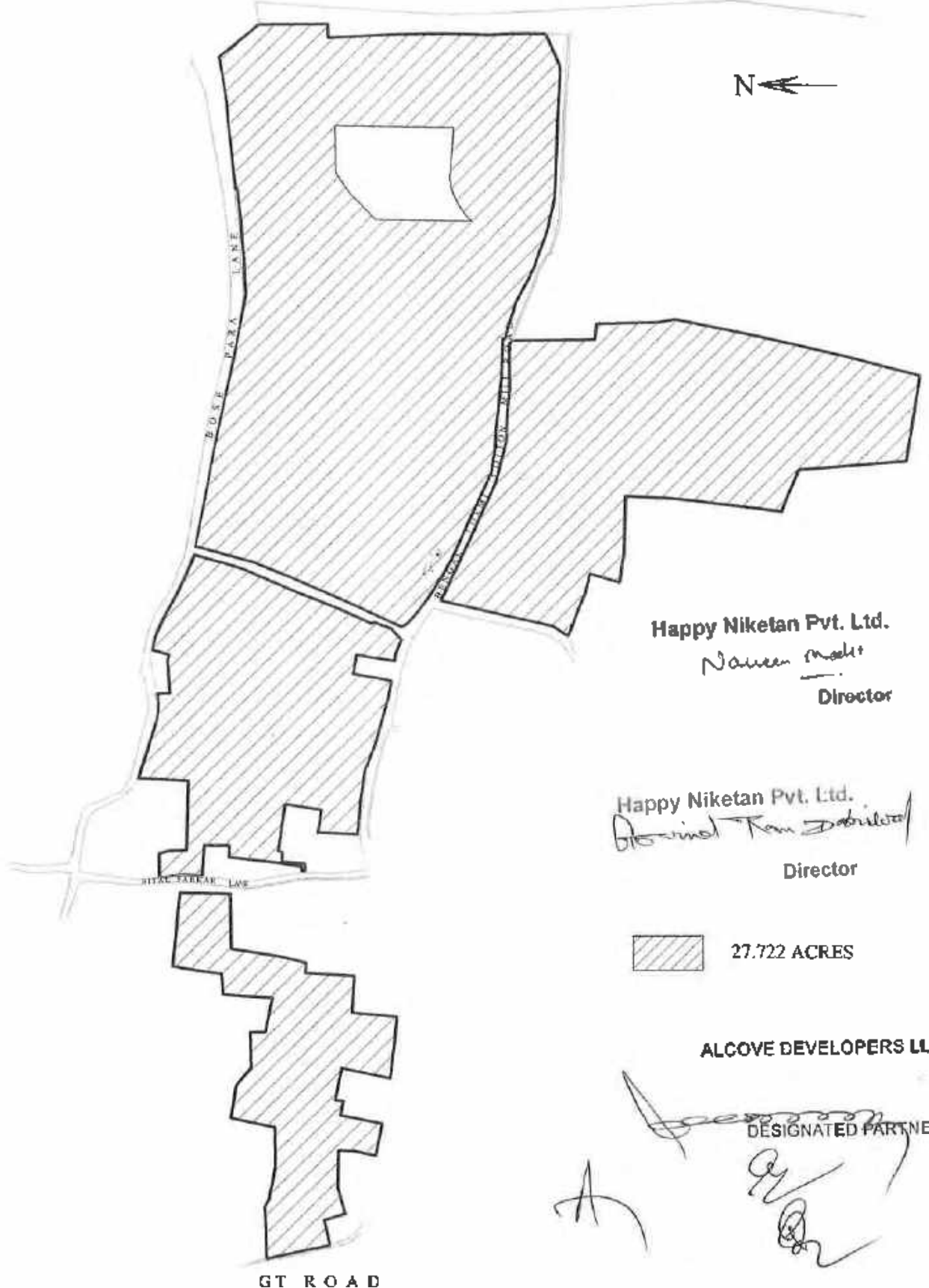
Additional Registrar of Assurance - III
Kolkata

20 APR 2017

~~Additional Registrar of Assurance - III~~

SAID PROPERTY / SAID PREMISES OF HAPPY NIKETAN PRIVATE LIMITED
DISTRICT : HOOGLY, P.S. SERAMPORE , MOUZA MAHESH, J.L. NO. 15
L.R. KHATIAN NO. - 11331, UNDER SERAMPORE MUNICIPALITY
LAND AREA = 27.722 ACRES

HOOGLY RIVER



Happy Niketan Pvt. Ltd.
Naveen Malik
Director

Happy Niketan Pvt. Ltd.
Abhinav Kumar
Director

 27.722 ACRES

ALCOVE DEVELOPERS LLP
[Signature]
DESIGNATED PARTNER

GT ROAD



Additional Registrar of Insurance -

Kolkata

20 APR 2017



ভারতের নির্বাচন কমিশন

भारतीय निर्वाचन आयोग

ELECTION COMMISSION OF INDIA
IDENTITY CARD

WKJ2389666



নির্বাচকের নাম : মনোজ মাহাতো

Elector's Name : Manoj Mahato

পিতার নাম : নাথুনি মাহাতো

Father's Name : Nathuni Mahato

লিঙ্গ/Sex : পু/ M

জন্ম তারিখ
Date of Birth : 19/12/1985

Manoj Mahato

WKJ2389666

ঠিকানা:

78, KIRON SHANKAR ROY ROAD, CHOWRINGEE
KOLKATA MUNICIPAL CORPORATION,
HARE STREET, KOLKATA-700001

Address:

78, KIRON SHANKAR ROY ROAD,
KOLKATA MUNICIPAL CORPORATION,
HARE STREET, KOLKATA-700001

Date: 29/11/2013

162-সীমান্ত নির্বাচন অঞ্চল নির্বাচন অফিসারের

স্বাক্ষর

Facsimile Signature of the Electoral
Registration Officer for

162-Chowringee Constituency

নির্বাচন পরিচালনা মন্ত্রণালয়, ভারত সরকার।
স্বাক্ষর মূল্য ২০০/-।
নির্বাচন পরিচালনা মন্ত্রণালয়, ভারত সরকার।
স্বাক্ষর মূল্য ২০০/-।

In case of change in address mention this Card No.
in the relevant Form for including your name in the
roll at the changed address and to obtain the card
with same number.

03/09/08



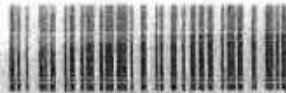


PERSON / OBSERVATION

FORM 999 / MISCELLANEOUS SERVICE

नाम / नाम (अंग्रेजी में) / नाम (देशी भाषा में) / पते का पूरा पता / पते का देश

GAURI SHANKAR KAYAN



Z3380890

नाम / नाम (अंग्रेजी में) / नाम (देशी भाषा में)

GAYATRI DEVI KAYAN

नाम / नाम (अंग्रेजी में) / नाम (देशी भाषा में)

LALITA DEVI KAYAN

पते का पूरा पता

9/2 HUNGER FORD STREET

CIRCUS AVENUE, KOLKATA

PIN: 700017, WEST BENGAL, INDIA

पते का पूरा पता / पते का देश / पते का देश / पते का देश / पते का देश / पते का देश

J2657915

27/08/2010

KOLKATA

पते का पूरा पता

CA2078687098115

Kayan

02

Observation / Observation

Miscellaneous Service



SHIWLALJI SARDA

CHANDRA KALA DEVI SARDA

NEETA SARDA

74/1

JUDGES COURT ROAD, KOLKATA

PIN: 700027, WEST BENGAL, INDIA

H0751534

29/09/2008

KOLKATA

CAL071D65163913

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

ALCOVE DEVELOPERS LLP



31/03/2014

Permanent Account Number

AAZFA6468M

31/03/2014

ALCOVE DEVELOPERS LLP

DESIGNATED PARTNER

इस कार्ड को खोलने पर आपका बैंक खाता / बीएसबी
संख्या और पैन नंबर प्रकट हो सकते हैं।
कृपया सुरक्षा के लिए इसे सावधानी से रखें।
संख्या: 977/8
पता: 411 016

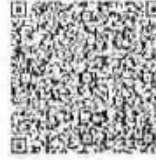
If this card is lost / someone else uses it, you should
Please Inform / return to
Income Tax PAN Service Unit, NSDI,
SBI Box, Main Scheme,
Plot No. 44, Survey No. 97/8,
Model Colony, Near Deep Banglow, Chokk,
Pune - 411 016
Tel: 020-7721-8081, Fax: 020-7721-8081
e-mail: nsdi@nsdi.com



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
ভারত সরকার
Unique Identification Authority of India
Government of India

ভাণ্ডিকার আই ডি / Enrollment No.: 1040/19623/00794

To
অমর নাথ শ্রফ
Amar Nath Shroff
88/2 HARISH MUKHERJEE ROAD
GANAPATI
Bhawanipore S O
Bhawanipore
Kolkata
West Bengal 700025
941876
MIND09418765FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

7948 8985 5653

আধার - সাধারণ মানুষের অধিকার

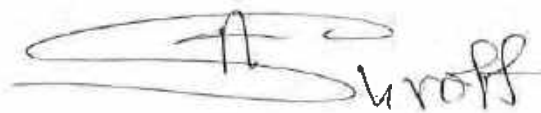
ভারত সরকার
Government of India

অমর নাথ শ্রফ
Amar Nath Shroff
পিতা : হনুমান প্রসাদ শ্রফ
Father: HANUMAN PRASAD SHROFF
জন্ম সাল / Year of Birth: 1943
পুরুষ / Male

7948 8985 5653



আধার - সাধারণ মানুষের অধিকার





भारतीय विशिष्ट पहचान प्राधिकरण
भारत सरकार
Unique Identification Authority of India
Government of India



E-Aadhaar Letter

नामांकन क्रमांक/Enrolment No.: 1088/23 180/00098

Naveen Modi (नवीन मोदी)

S/O: Shiv Ratan Modi, 4A, Bright Street, Ballygunge,
Kolkata,
West Bengal - 700019

आपका आधार क्रमांक/ Your Aadhaar No.:

3839 8591 3116



आधार-आम आदमी का अधिकार

1947
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

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- आधार देश भर में मान्य है।
- आधार के लिए आपको एक ही बार नामांकन दर्ज करवाने की आवश्यकता है।
- कृपया अपना नवीनतम मोबाइल नंबर तथा ई-मेल पता दर्ज कराएं। इससे आपको विभिन्न सुविधाएं प्राप्त करने में सहायित होती।

- Aadhaar is valid throughout the country.
- You need to enrol only once for Aadhaar.
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भारत सरकार
GOVERNMENT OF INDIA



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA



नवीन मोदी
Naveen Modi
जन्म तिथि/ DOB: 20/05/1984
पुरुष / MALE



पता:
आत्मज: शिव रतन मोदी,
4ए, ब्राइट स्ट्रीट, बल्लगुंगे
कोलकाता,
वेस्ट बंगाल - 700019

Address:
S/O: Shiv Ratan Modi, 4A, Bright
Street, Ballygunge, Kolkata,
West Bengal - 700019

3839 8591 3116

3839 8591 3116

आधार-आम आदमी का अधिकार

Aadhaar-Aam Admi ka Adhikar

Naveen Modi
Naveen Modi

Date: 24/12/2015

जायकर विभाग
INCOME TAX DEPARTMENT
GOVIND RAM DABRIWAL

भारत सरकार
GOVT. OF INDIA

BILAS RAI DABRIWAL
 30/04/1961
 Permanent Account Number
ACSPD7309M

Govind Ram Dabriwal
 Signature



Govind Ram Dabriwal

Govind Ram Dabriwal

GOVERNMENT OF WEST BENGAL
INDIAN UNION DRIVING LICENCE


Driving Licence No. **WB-0119970491714**
 Name: **GOVIND RAM DABRIWAL**
 Address
147 COTTON ROAD, DILKHA
700007

FORM 7
 30/04/1961

SIGN OF B. R. DABRIWAL

Date of Issue	30/04/1987	Blood Group	U
Valid Till (HT)	28/04/2021	Date of Birth	30/04/1961
Valid Till (T)	X	Licence holder sign	<i>[Signature]</i>

Licensing Authority **P. V. D. Kulkarni** Licensing Authority Sign *[Signature]*



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

HAPPY NIKETAN PRIVATE LIMITED



12/02/2007
Permanent Account Number

AABCH8182Q

07022007

Happy Niketan Pvt. Ltd.

Nausen Modi
Director

Happy Niketan Pvt. Ltd.

Nausen Modi
Director



























Happy Niketan Pvt. Ltd.

Govinod Ram Dobriyal
Director

Happy Niketan Pvt. Ltd.

Govinod Ram Dobriyal
Director






Sr. No.	Signature of the executants / and/or					
	 					
		Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
	 					
		Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little
	 					
		Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little



আমূল্য নিয়ন্ত্রণ ও নিয়ন্ত্রকালয়
কলিকতা

20 Apr 2017.

[Faint, illegible text]



Sl. No.	Signature of the executants / and/or Purchaser					
 <i>Chy Anant</i>						
	Little	Ring	Middle (Left Hand)	Fore Hand	Thumb	
	Thumb	Fore	Middle (Right Hand)	Ring Hand	Little	
 <i>Pravin</i>						
	Little	Ring	Middle (Left Hand)	Fore Hand	Thumb	
	Thumb	Fore	Middle (Right Hand)	Ring Hand	Little	
 <i>Aravind Kumar</i>						
	Little	Ring	Middle (Left Hand)	Fore Hand	Thumb	
	Thumb	Fore	Middle (Right Hand)	Ring Hand	Little	



Additional Registrar of Assurances
Kolkata

20 MAR 2017

...

Sl. No.	Signature of the executants / and/or Purchaser					
	 					
		Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
		Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little
		Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
		Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little
		Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
		Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little




Registrar of Assurances - 10

20-11-2017

Major Information of the Deed

Deed No :	I-1903-00840/2017	Date of Registration	22/04/2017
Query No / Year	1903-0000506139/2017	Office where deed is registered	
Query Date	17/04/2017 3:03:39 PM	A.R.A. - III KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	ALCOVE DEVELOPERS LLP Thana : Kalighat, District : South 24-Parganas, WEST BENGAL, Mobile No. : 9830483254, Status : Buyer/Claimant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,00,00,000/-]		
Set Forth value	Market Value		
Rs. 53/-	Rs. 268,81,93,474/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,121/- (Article:48(g))	Rs. 5,50,094/- (Article:E, E, B, M(a), M(b), I)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Hooghly, P.S:- Serampur, Municipality: SERAMPORE, Road: G. T. Road - Mahesh, Road Zone : (Holding located on G.T. Road -- Holding located on G.T. Road) , Mouza: Mahesh

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-4308	RS-10932	Bastu	Bastu	0.2 Acre	1/-	1,93,93,936/-	Property is on Road
L2	RS-4310	RS-10932	Bastu	Bastu	0.475 Acre	1/-	4,60,60,598/-	Property is on Road
L3	RS-4311	RS-10932	Bastu	Bastu	0.437 Acre	1/-	4,23,75,750/-	Property is on Road
L4	RS-4312	RS-10932	Bastu	Bastu	0.391 Acre	1/-	3,79,15,145/-	Property is on Road
L5	RS-3660	RS-10932	Bastu	Bastu	0.391 Acre	1/-	3,79,15,145/-	Property is on Road
L6	RS-3660	RS-10932	Bastu	Bastu	0.315 Acre	1/-	3,05,45,450/-	Property is on Road
L7	RS-3662	RS-10932	Bastu	Bastu	0.189 Acre	1/-	1,83,27,270/-	Property is on Road
L8	RS-3667	RS-10932	Bastu	Bastu	0.096 Acre	1/-	93,09,090/-	Property is on Road
L9	RS-3669	RS-10932	Bastu	Bastu	2.705 Acre	1/-	26,23,02,985/-	Property is on Road
L10	RS-4170	RS-10932	Bastu	Bastu	0.089 Acre	1/-	86,30,302/-	Property is on Road
L11	RS-6916	RS-10932	Bastu	Bastu	0.74 Acre	1/-	7,17,57,563/-	Property is on Road
L12	RS-3601	RS-10932	Bastu	Bastu	0.049 Acre	1/-	47,51,514/-	Property is on Road
L13	RS-7005	RS-10932	Bastu	Bastu	0.065 Acre	1/-	63,03,030/-	Property is on Road
L14	RS-3628	RS-10932	Bastu	Bastu	0.087 Acre	1/-	84,36,362/-	Property is on Road
L15	RS-3626	RS-10932	Bastu	Bastu	0.368 Acre	1/-	3,56,84,842/-	Property is on Road

L16	RS-3643	RS-10932	Bastu	Bastu	0.062 Acre	1/-	60,12,120/-	Property is on Road
L17	RS-4309	RS-10932	Bastu	Bastu	1.149 Acre	1/-	11,14,18,162/-	Property is on Road
L18	RS-4314	RS-10932	Bastu	Bastu	0.012 Acre	1/-	11,63,636/-	Property is on Road
L19	RS-4315	RS-10932	Bastu	Bastu	0.001 Acre	1/-	96,970/-	Property is on Road
L20	RS-3647	RS-10932	Bastu	Bastu	0.255 Acre	1/-	2,47,27,269/-	Property is on Road
L21	RS-6926	RS-10932	Bastu	Bastu	0.006 Acre	1/-	5,81,818/-	Property is on Road
L22	RS-4378	RS-10932	Bastu	Bastu	0.037 Acre	1/-	35,87,878/-	Property is on Road
L23	RS-4304	RS-10932	Bastu	Bastu	0.006 Acre	1/-	5,81,818/-	Property is on Road
L24	RS-4400	RS-10932	Bastu	Bastu	0.528 Acre	1/-	5,11,99,991/-	Property is on Road
L25	RS-4307	RS-10932	Bastu	Bastu	2.809 Acre	1/-	27,23,87,831/-	Property is on Road
L26	RS-4394	RS-10932	Bastu	Bastu	0.163 Acre	1/-	1,58,06,058/-	Property is on Road
L27	RS-4317	RS-10932	Bastu	Bastu	0.662 Acre	1/-	6,41,93,928/-	Property is on Road
L28	RS-4318	RS-10932	Bastu	Bastu	0.358 Acre	1/-	3,47,15,146/-	Property is on Road
L29	RS-4319	RS-10932	Bastu	Bastu	0.247 Acre	1/-	2,39,51,511/-	Property is on Road
L30	RS-4332	RS-10932	Bastu	Bastu	0.367 Acre	1/-	3,55,87,873/-	Property is on Road
L31	RS-4333	RS-10932	Bastu	Bastu	4.91 Acre	1/-	47,61,21,129/-	Property is on Road
L32	RS-4376	RS-10932	Bastu	Bastu	1.001 Acre	1/-	9,70,66,650/-	Property is on Road
L33	RS-4377	RS-10932	Bastu	Bastu	0.011 Acre	1/-	10,66,666/-	Property is on Road
L34	RS-3661	RS-10932	Bastu	Bastu	0.167 Acre	1/-	1,61,93,937/-	Property is on Road
L35	RS-3666	RS-10932	Bastu	Bastu	0.273 Acre	1/-	2,64,72,722/-	Property is on Road
L36	RS-3683	RS-10932	Bastu	Bastu	0.042 Acre	1/-	40,72,726/-	Property is on Road
L37	RS-4303	RS-10932	Bastu	Bastu	0.051 Acre	1/-	49,45,454/-	Property is on Road
L38	RS-4397	RS-10932	Bastu	Bastu	0.02 Acre	1/-	19,39,394/-	Property is on Road
L39	RS-4398	RS-10932	Bastu	Bastu	0.097 Acre	1/-	94,06,059/-	Property is on Road
L40	RS-4305	RS-10932	Bastu	Bastu	4.67 Acre	1/-	45,28,48,406/-	Property is on Road
L41	RS-4306	RS-10932	Bastu	Bastu	1.33 Acre	1/-	12,89,69,674/-	Property is on Road
L42	RS-4168	RS-10932	Bastu	Bastu	0.002 Acre	1/-	1,93,939/-	Property is on Road
L43	RS-4171	RS-10932	Bastu	Bastu	0.005 Acre	1/-	4,84,849/-	Property is on Road

L44	RS-6923	RS-10932	Bastu	Bastu	0.009 Acre	1/-	8,72,727/-	Property is on Road
L45	RS-6921	RS-10932	Bastu	Bastu	0.007 Acre	1/-	6,78,788/-	Property is on Road
L46	RS-3607	RS-10932	Bastu	Bastu	0.187 Acre	1/-	1,81,33,330/-	Property is on Road
L47	RS-3646	RS-10932	Bastu	Bastu	0.016 Acre	1/-	15,51,515/-	Property is on Road
L48	RS-6931	RS-10932	Bastu	Bastu	0.02 Acre	1/-	19,39,394/-	Property is on Road
L49	RS-6921	RS-10932	Bastu	Bastu	0.2 Acre	1/-	1,93,93,936/-	Property is on Road
L50	RS-3645	RS-10932	Bastu	Bastu	0.1 Acre	1/-	96,96,968/-	Property is on Road
L51	RS-3648	RS-10932	Bastu	Bastu	0.04 Acre	1/-	38,78,787/-	Property is on Road
L52	RS-3600	RS-10932	Bastu	Bastu	0.957 Acre	1/-	9,27,99,984/-	Property is on Road
L53	RS-3626	RS-10932	Bastu	Bastu	0.348 Acre	1/-	3,37,45,449/-	Property is on Road
		TOTAL :			2772.2Dec	53 /-	28881,93,474 /-	
		Grand Total :			2772.2Dec	53 /-	28881,93,474 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	HAPPY NIKETAN PRIVATE LIMITED 5, Gorky Terrace, P.O:- SHAKESPEARE SARANI, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017 PAN No.:AABCH8182QStatus :Organization, Executed by: Representative
2	Mr UTSAV PAREKH Son of Late Narottamdas Parekh 2/3, Sarat Bose 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, PAN No.:AGHPP4467HStatus :Confirming Party, Executed by: Self, Date of Execution: 25/01/2017 , Admitted by: Self, Date of Admission: 20/04/2017 ,Place : Pvt. Residence
3	Mr GHANSHYAM SARDA Son of Late Shiw Lal Sarda 14/1, Judges Court Road, P.O:- ALIPORE, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:ALWPS8224PStatus :Confirming Party, Executed by: Self, Date of Execution: 25/01/2017 , Admitted by: Self, Date of Admission: 20/04/2017 ,Place : Pvt. Residence
4	Mr AJAY KAYAN Son of Late Gauri Shankar Kayan 9/2, Hungerford Street, P.O:- SHAKESPEARE SARANI, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:AGGPK0892GStatus :Confirming Party, Executed by: Self, Date of Execution: 25/01/2017 , Admitted by: Self, Date of Admlssion: 20/04/2017 ,Place : Pvt. Residence

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	ALCOVE DEVELOPERS LLP 68/2, Harish Mukherjee Road, P.O:- BHAWANIPORE, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700025 PAN No.:AAZFA6468MStatus :Organization
2	Mr Amar Nath Shroff (Presentant) Son of Late H P Shroff 68/2, Harish Mukherjee Road, P.O:- Bhawanipore, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700025 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:AMQPS2466JStatus :Confirming Party

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr GOVIND RAM DEBRIWAL Son of Mr BILAS RAI DEBRIWAL 147,COTTON STREET, P.O:- BURRABAZAR, P.S:- Burrobazar, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700007, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:ACSPD7309M Status : Representative, Representative of : HAPPY NIKETAN PRIVATE LIMITED (as Director)
2	Mr NAVEEN MODI Son of Mr SHIV RATAN MODI 4A,BRIGHT STREET, P.O:- BULLYGUNGE, P.S:- Bullygunge, District:- South 24-Parganas, West Bengal, India, PIN - 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:AQIPM7772P Status : Representative, Representative of : HAPPY NIKETAN PRIVATE LIMITED (as Director)
3	Mr AJAY KUMAR SHROFF Son of Mr Amar Nath Shroff 68/2, Harish Mukherjee Road, P.O:- BHAWANIPORE, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700025, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:AIMPS9017P Status : Representative, Representative of : ALCOVE DEVELOPERS LLP (as Designated Partner)

Identifier Details :

Name & address
Mr Manoj Mahato Son of Late N Mahato 7B, K.S. Roy Road, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Identifier Of Mr UTSAV PAREKH, Mr GHANSHYAM SARDA, Mr AJAY KAYAN, Mr GOVIND RAM DEBRIWAL, Mr NAVEEN MODI, Mr AJAY KUMAR SHROFF, Mr Amar Nath Shroff

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-10 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-10 Dec

Transfer of property for L10

Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-4.45 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-4.45 Dec

Transfer of property for L11

Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-37 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-37 Dec

Transfer of property for L12

Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-2.45 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-2.45 Dec

Transfer of property for L13		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-3.25 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-3.25 Dec
Transfer of property for L14		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-4.35 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-4.35 Dec
Transfer of property for L15		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-18.4 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-18.4 Dec
Transfer of property for L16		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-3.1 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-3.1 Dec
Transfer of property for L17		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-57.45 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-57.45 Dec
Transfer of property for L18		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-0.6 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-0.6 Dec
Transfer of property for L19		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-0.05 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-0.05 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-23.75 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-23.75 Dec
Transfer of property for L20		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-12.75 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-12.75 Dec
Transfer of property for L21		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-0.3 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-0.3 Dec

Transfer of property for L22		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-1.85 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-1.85 Dec
Transfer of property for L23		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-0.3 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-0.3 Dec
Transfer of property for L24		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-26.4 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-26.4 Dec
Transfer of property for L25		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-140.45 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-140.45 Dec
Transfer of property for L26		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-8.15 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-8.15 Dec
Transfer of property for L27		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-33.1 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-33.1 Dec
Transfer of property for L28		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-17.9 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-17.9 Dec
Transfer of property for L29		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-12.35 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-12.35 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-21.85 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-21.85 Dec
Transfer of property for L30		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-18.35 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-18.35 Dec

Transfer of property for L31		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-245.5 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-245.5 Dec
Transfer of property for L32		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-50.05 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-50.05 Dec
Transfer of property for L33		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-0.55 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-0.55 Dec
Transfer of property for L34		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-8.35 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-8.35 Dec
Transfer of property for L35		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-13.65 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-13.65 Dec
Transfer of property for L36		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-2.1 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-2.1 Dec
Transfer of property for L37		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-2.55 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-2.55 Dec
Transfer of property for L38		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-1 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-1 Dec
Transfer of property for L39		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-4.85 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-4.85 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-19.55 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-19.55 Dec

Transfer of property for L40		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-233.5 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-233.5 Dec
Transfer of property for L41		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-66.5 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-66.5 Dec
Transfer of property for L42		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-0.1 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-0.1 Dec
Transfer of property for L43		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-0.25 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-0.25 Dec
Transfer of property for L44		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-0.45 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-0.45 Dec
Transfer of property for L45		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-0.35 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-0.35 Dec
Transfer of property for L46		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-9.35 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-9.35 Dec
Transfer of property for L47		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-0 8 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-0.8 Dec
Transfer of property for L48		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-1 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-1 Dec
Transfer of property for L49		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-10 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-10 Dec

Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-19.55 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-19.55 Dec
Transfer of property for L50		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-5 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-5 Dec
Transfer of property for L51		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-2 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-2 Dec
Transfer of property for L52		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-47.85 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-47.85 Dec
Transfer of property for L53		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-17.4 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-17.4 Dec
Transfer of property for L6		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-15.75 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-15.75 Dec
Transfer of property for L7		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-9.45 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-9.45 Dec
Transfer of property for L8		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-4.8 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-4.8 Dec
Transfer of property for L9		
Sl.No	From	To. with area (Name-Area)
1	HAPPY NIKETAN PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-135.25 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-135.25 Dec

Endorsement For Deed Number : I - 190300840 / 2017

On 20-04-2017

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

Presented for registration at 21:16 hrs on 20-04-2017, at the Private residence by Mr Amar Nath Shroff , one of the Claimants.

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 268,81,93,474/-

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

Execution is admitted on 20/04/2017 by 1. Mr UTSAV PAREKH, Son of Late Narottamdas Parekh, 2/3, Sarat Bose Road, P.O: ELGIN ROAD, Thana: Bhawanipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700020, by caste Hindu, by Profession Business, 2. Mr GHANSHYAM SARDA, Son of Late Shiw Lal Sarda, 14/1, Judges Court Road, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by Profession Business, 3. Mr AJAY KAYAN, Son of Late Gauri Shankar Kayan, 9/2, Hungerford Street, P.O: SHAKESPEARE SARANI, Thana: Shakespeare Sarani, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700017, by caste Hindu, by Profession Business, 4. Mr Amar Nath Shroff, Son of Late H P Shroff, 68/2, Harish Mukherjee Road, P.O: Bhawanipore, Thana: Kalighat, , South 24-Parganas, WEST BENGAL, India, PIN - 700025, by caste Hindu, by Profession Business

Identified by Mr Manoj Mahato, , , Son of Late N Mahato, 7B, K.S. Roy Road, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

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

Execution is admitted on 20-04-2017 by Mr GOVIND RAM DEBRIWAL, Director, HAPPY NIKETAN PRIVATE LIMITED, 5, Gorky Terrace, P.O:- SHAKESPEARE SARANI, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017

Identified by Mr Manoj Mahato, , , Son of Late N Mahato, 7B, K.S. Roy Road, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Execution is admitted on 20-04-2017 by Mr NAVEEN MODI, Director, HAPPY NIKETAN PRIVATE LIMITED, 5, Gorky Terrace, P.O:- SHAKESPEARE SARANI, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017

Identified by Mr Manoj Mahato, , , Son of Late N Mahato, 7B, K.S. Roy Road, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Execution is admitted on 20-04-2017 by Mr AJAY KUMAR SHROFF, Designated Partner, ALCOVE DEVELOPERS LLP, 68/2, Harish Mukherjee Road, P.O:- BHAWANIPORE, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700025

Identified by Mr Manoj Mahato, , , Son of Late N Mahato, 7B, K.S. Roy Road, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service



Malay Kanti Das

ADDITIONAL REGISTRAR OF ASSURANCE

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

Kolkata, West Bengal

On 22-04-2017

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,50,094/- (B = Rs 5,49,989/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 5,50,094/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 20/04/2017 1:32PM with Govt. Ref. No: 192017180004596391 on 20-04-2017, Amount Rs: 5,50,094/-,
Bank: Indian Overseas Bank (IOBA0000015), Ref. No. 201704200771299 on 20-04-2017, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

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

Description of Stamp

1. Stamp: Type: Impressed, Serial no 145087, Amount: Rs.100/-, Date of Purchase: 25/01/2017, Vendor name: Suranjan Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 20/04/2017 1:32PM with Govt. Ref. No: 192017180004596391 on 20-04-2017, Amount Rs: 75,021/-, Bank: Indian Overseas Bank (IOBA0000015), Ref. No. 201704200771299 on 20-04-2017, Head of Account 0030-02-103-003-02



Malay Kanti Das
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1903-2017, Page from 27157 to 27238

being No 190300840 for the year 2017.



Digitally signed by MALAY KANTI DAS
Date: 2017.04.24 17:47:38 +05:30
Reason: Digital Signing of Deed.

(Malay Kanti Das) 24/04/2017 17:47:36
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
West Bengal.

(This document is digitally signed.)