

BSP LAW ASSOCIATES
 ADVOCATES
 4D NCCO HOUSE,
 18 & 2 HASE STREET
 KOLKATA - 700061

AGREEMENT

DEVELOPER
 TANSARI DEVELOPERS PRIVATE LIMITED

AND

OWNER
 GODAVARI COMMODITIES LIMITED

BETWEEN

DATED THIS 20TH DAY OF JULY 2013

36

Godavari Commodities Limited
 (Stamp)

THIS DEVELOPMENT AGREEMENT made this 20th day of July 2013 between and between GODAVARI COMMODITIES LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at 18 Neelgiri Subhas Road, Second Floor, First Office

Asst. District Registrar
 Kanchi, South 28 Registrar
 Certified that the document is admitted in register. The Signature Sheet and its endorsement (if any) attached with this document are the part of this document.
 07/23/13
 10/15/13

10/15/13
 10/15/13

10/15/13



- 17 It is clarified that the Restrictions shall be distributed as per the above terms and conditions between the Owner and the Developer and the Developer shall not utilize any amount falling to the share of the Owner for meeting the cost and expenses for development of the Building Complex.
- 18 The Developer shall maintain proper separate accounts pertaining to the Marketing (including Marketing Costs and Advertisement Costs as per clause 5.8 and 5.9 above) of the Building Complex.
- 19 The records of Marketing (including Marketing Costs) of the Building Complex shall be kept at the place of business of the Developer at its registered office and the Developer shall not change the same without giving advance 15 days notice to the Owner in respect of the same prior to fixed by the Developer. The Owner shall have at all times full and free access and there is no restriction upon the Marketing of the Building Complex. Developer relating to accounting and settlement of the Building Complex. For the purpose of accounting and settlement of the Building Complex, the Developer shall, if so required by the Developer or found necessary, make all necessary entries and adjustments in their respective books of accounts in respect of their respective shares arising from the Marketing of the Building Complex.
- 20 After execution of this agreement or at such time as the parties mutually agree, the final accounts pertaining to the entire period of continuance of this agreement shall be made and finalized by the parties.
- 21 The accounts as on any given date shall be final and accepted (save for any errors or omissions on the face of the record) if no objection from any party is received in respect thereof within 45 days of such given date.
- 212 Any Extras and Deposits including those mentioned in the THIRD SCHEDULE hereto written that may be taken by the Developer from the Trustees (including the Trustees of the Owner's Association) shall be taken and utilized separately by the Developer and the Owner

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 20 JUL 2013
 Dist. South 28 PGM.



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- 7A All payments made by the parties to each other shall be subject to any errors or omissions and the consequent accounting and settlement when duly audited by the Charter and the Developer both.
- 7B The Developer shall be and is hereby authorized to issue receipts on behalf of itself and the Charter for the amounts so received which shall be valid for such purposes.
- 7C The Service Tax and fees required to be charged from the Transferees shall be received by the Developer and paid by the Developer directly to the authorities concerned. Any such Service Tax and fees if deposited in the Special Account shall be maintained in the specified account of the class 7(2)(i) on a monthly cumulative.
- 7D 12.50% of the Charter to the specified bank account of the Charter.
- 7E 12.50% of the Charter to the specified bank account of the Charter.
- 7F The Developer shall be entitled to receive the entire Realizations including interest money, post payments, commissions, Extra, Deposits and other amounts on any account receivable from the Transferees and other persons. All Realizations shall be deposited in a specified bank account opened under the joint signature of the parties (Special Account) and all customers will be required to be notified about the Realization of the bank account in the cheques and other statements for making payments on any account relating to the project. There shall be no Realization in the bank about transfer of the funds directly to the respective bank accounts of the Charter and the Developer as follows:-
- 7G The Charter shall be entitled to 22.50% of the Realization subject to the provisions relating to adjustment therein as mentioned herein and the Developer shall be entitled to 17.50% of the Realization.

REALIZATION AND DISTRIBUTION:

6.10 Charter's maximum share: Notwithstanding anything to the contrary contained in clause 6.8 and 6.9 herein the parties shall pay the Marketing Costs and Advertisement Costs at the Agreed Ratio upto an aggregate 4% (plus applicable Taxes) of the Realization and if the costs are more than 4% (plus applicable Taxes) the amount in excess shall be borne and paid by the Developer alone.

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20 JUL 2015
Dist. South 24 PWA



A.D.S.R. Bahrain
20 JUL 2015
Dist. South 24 PWA



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MAMANI DEVELOPERS (P) LTD.
Director
24/7/15
24/7/15

Handwritten notes:
Jafar Ahmad Rafiq
24/7/15
24/7/15

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28 MAY 2015
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28 MAY 2015

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shall have no concern therewith. If the Developer desires to add any
Fees or Deposit beyond those mentioned in the Third Schedule, the
Developer shall obtain the consent of the Creator which consent shall not
be unreasonably withheld by the Creator. The amounts taken by the
Developer on account of maintenance deposit shall be kept by the
Developer until for any other purpose.

8. SEPARATE ALLOCATIONS UNDER SPECIAL CIRCUMSTANCES

8.1 Upon construction of the Building Complex, the parties may by mutual
consent or upon notice in writing by any party to the other for separate
identification and distribution of the allocation of the parties make
agreements:-

- (1) The Creator would be allocated identified areas equivalent to
32.50% of un-constructed portions of the Transferable Area in the
Building Complex as and being Creator's Allocation and the
Developer would be allocated identified area equivalent to
67.50% of un-constructed portions of the Transferable Area in the
Building Complex as and being Developer's Allocation.

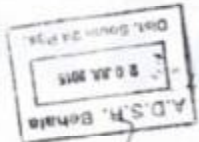
(2) The location of the respective identified areas of the parties shall
be identified on part plans here and the areas so identified for the
Creator shall be together with the apartment and Common
Areas and Installations and the areas so identified for the
Developer shall be together with the apartment and Common
Areas and Installations. The Creator shall convey the
unidentified areas equivalent to the identified areas of the
Developer's Allocation to the Developer and/or its nominee or
nominee and in exchange the Developer shall convey the
constructed areas forming part of the Creator's Allocation to the
Creator and/or its nominee or nominee.

- (3) The Developer shall deliver the identified separate Creator's
Allocation to the Creator upon receiving refund from the Creator of
the Security Deposit.
- (4) The Creator and the Developer shall be entitled to deal with and
dispose of their respective allocations to such person and at such

Seller, Buyer and Property Details

Land List Details	
Sl. No.	Name, Address, Price, Register and Signature
1	GODAVARI CONDOMINIUM PRIVATE LIMITED 18, METTAJI SUBHAS ROAD, SECOND FLOOR, P.O.- GPO, P.S.- HANU BHASKAR KULAM, DISTRICT-KULAM, WARRANGAL, TELANGANA - 505001 State - Orissa
151	PRADIP CHAND BHUTORIA 18, METTAJI SUBHAS ROAD, 2ND FLOOR, P.O.- GPO, P.S.- HANU BHASKAR KULAM, DISTRICT-KULAM, WARRANGAL, WARRANGAL, TELANGANA - 505001 State - Orissa Represented by representative as given below:- Date: 20/07/2015 Place of Allocation or Execution: PVT. Residence Date of Allocation: 20/07/2015 Date of Admission: 20/07/2015 Not. Made. By Clerk. Notul. Cooperator. Other. Clerk of Notul. PAN No. A2CP8A27TL.

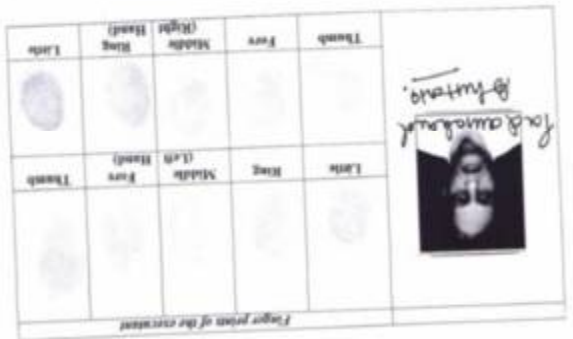
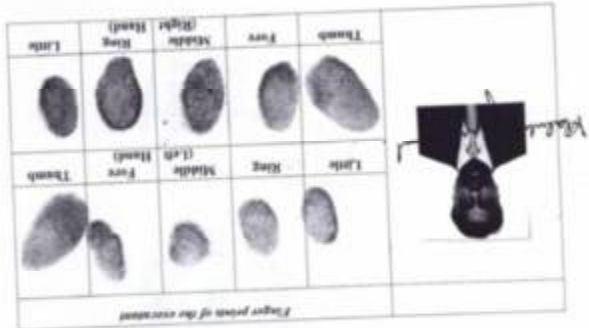
A. Land Lord & Developer Details



- advertisements and the same shall be of a similar size as that of the Developer.
- 6.4 The consideration for which the Developer shall upon the bookings and for which the Transmittable Areas will be transferred by the Developer shall be such as to be determined by the Developer from time to time in consultation with the Owner and the marketing agents appointed for the purpose.
- 6.5 The Developer shall accept bookings of any Transmittable Area from any Transmittable Area and if necessary to cancel transfer or withdraw any such booking.
- 6.6 The agreements and final deed of conveyance in respect of the Marketing of Transmittable Areas shall have both the Owner and the Developer as parties and be signed by the authorized representatives of the Owner and the Developer. The Owner agrees to execute a power of attorney in favour of the Developer for signing the agreements and deed of conveyance and all other documents and writings on behalf of the Owner from time to time. Save the agreements and final deeds of conveyance the other documents, booking forms, receipts, confirmations, applications, etc., relating to Marketing of the Transmittable Areas shall be executed by the Developer on behalf of itself and the Owner and the Owner hereby authorizes and empowers the Developer fully and in all matters with regard thereto and also agrees to execute and/or register one or more powers of attorney from time to time in favour of the Developer under its name or names as may be required or found necessary and shall not make the same during the subsistence of this agreement.
- 6.7 All documents of transfer or otherwise shall be such as to be drafted by M/s. DSP Law Associates, Advocates of 4D Noida House, 4th Floor, 13 and 2 New Street, Kolkata-700001.
- 6.8 **Marketing Costs:** All costs of bookings, commissions, and the other amounts relating to marketing in case any losses, damage or compensation payable to any Transmittable or other person relating to the Booking Complex or any part thereof shall be payable by the Owner and the Developer in the agreed ratio.
- 6.9 **Advertisement Costs:** All costs of advertisement and publicity of the Booking Complex shall be payable by the Owner and the Developer in the agreed ratio.

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A.D.S.R. Behra
30 JUL 2015
Dist. South 24 Pgs



Pre-consideration as they may respectively deem fit and proper
Provided However That:-

- (a) The Developer shall communicate the date of launch of a particular part of the Building Complex to the Owner in writing. If not already launched by then, and until such communication neither party shall deal with, transfer or enter upon any negotiations in connection with such part of the Building Complex.
- (b) Neither party shall make any commitment or enter upon any term which is or may be required to or contrary to the scope of the respective rights and obligations of the parties hereto hereunder.
- (c) Neither party shall execute and register the sale deeds and other instruments in respect of completion of sale or transfer in respect of any part of the Building Complex, till such time as the Escrow Certificate is obtained by the Developer in respect of such part.
- (d) Any transfer by any party shall be at its own respective risks and consequences.
- (e) The parties shall appear one or more common marketing agents to be decided by the parties mutually.
- (f) All Excess and Deposits in respect of the security advanced to the Owner shall be borne and paid by the Owner prior to taking possession thereof.
- (g) **Noted of completion of Owner's Allocation:** The delivery of the signed identified Owner's Allocation shall be intimated by the Developer to the Owner by way of 15 days notice, in writing. Before issuing notice to the Owner to take possession as aforesaid, the Developer shall contact and complete the concerned Lists and other portions internally and provide reasonable copies and copies, create inventory or possession water, electricity and drainage connections.

(vii) The Owner hereby confirms and accepts as follows:-

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A.D.S.R., BHOHALA
20 JUL 2015
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A.D.S.R., BHOHALA
20 JUL 2015
Dist. South 24 Pgs.



A.D.S.R., BENGAL
20 JUL 2015
Dist. Commr. 2A Ppt.



6.1 The Developer shall be entitled to advertise for Marketing of the Transferable Areas in all modes and to appoint brokers, sub-brokers and other agents for sale and transfer of the Transferable Areas in such manner and on such terms and conditions as it may deem fit and proper. The sign of the Owner shall also be part of all branding and advertisement.

6.2 The Owner agrees to sell and transfer the proportionate undivided share in land and all and wherever the entire share right title and interest in all developments thereon to the Transferees in such parts or shares as the Transferees may require or require.

6.3 The Owner shall hereby appoint the Developer and grant to the Developer the exclusive rights and authority to Transfer the entire Building Complex and all Transferable Areas thereon on the terms and conditions hereinafter contained.

TRANSFER

6.4 The Owner shall hereby appoint the Developer and grant to the Developer the exclusive rights and authority to Transfer the entire Building Complex and all Transferable Areas thereon on the terms and conditions hereinafter contained.

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6.10 The Owner shall hereby appoint the Developer and grant to the Developer the exclusive rights and authority to Transfer the entire Building Complex and all Transferable Areas thereon on the terms and conditions hereinafter contained.

6.11 The Owner shall hereby appoint the Developer and grant to the Developer the exclusive rights and authority to Transfer the entire Building Complex and all Transferable Areas thereon on the terms and conditions hereinafter contained.

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6.13 The Owner shall hereby appoint the Developer and grant to the Developer the exclusive rights and authority to Transfer the entire Building Complex and all Transferable Areas thereon on the terms and conditions hereinafter contained.

6.14 The Owner shall hereby appoint the Developer and grant to the Developer the exclusive rights and authority to Transfer the entire Building Complex and all Transferable Areas thereon on the terms and conditions hereinafter contained.

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6.16 The Owner shall hereby appoint the Developer and grant to the Developer the exclusive rights and authority to Transfer the entire Building Complex and all Transferable Areas thereon on the terms and conditions hereinafter contained.

6.17 The Owner shall hereby appoint the Developer and grant to the Developer the exclusive rights and authority to Transfer the entire Building Complex and all Transferable Areas thereon on the terms and conditions hereinafter contained.

6.18 The Owner shall hereby appoint the Developer and grant to the Developer the exclusive rights and authority to Transfer the entire Building Complex and all Transferable Areas thereon on the terms and conditions hereinafter contained.

6.19 The Owner shall hereby appoint the Developer and grant to the Developer the exclusive rights and authority to Transfer the entire Building Complex and all Transferable Areas thereon on the terms and conditions hereinafter contained.

6.20 The Owner shall hereby appoint the Developer and grant to the Developer the exclusive rights and authority to Transfer the entire Building Complex and all Transferable Areas thereon on the terms and conditions hereinafter contained.

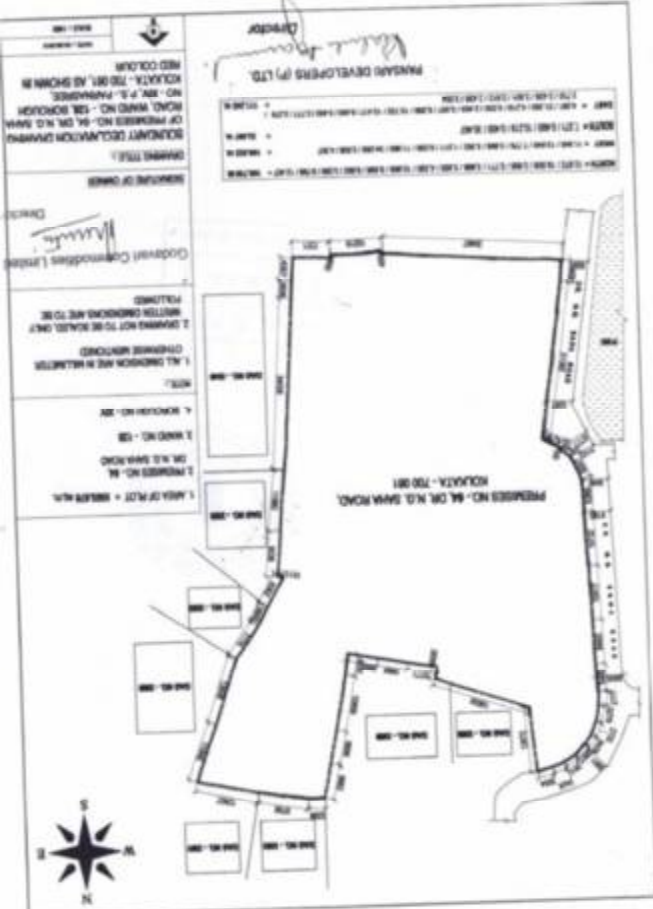
Developer Details	
Sl. No.	Name, Address, Photo, Finger print and Signature
1	PANJANI DEVELOPERS PRIVATE LIMITED 14, NETAJI SUBHAS ROAD, P.O.- GPO, P.S.- Hare Street, Kolkata, District-Kolkata, West Bengal, India, PIN - 700001 PAN No. AACPE809N Status : Organization Represented by representative as given below:-
(1)	Mr MAHESH KUMAR AGARWAL Son of Shri GOKUL CHAND AGARWAL 14, NETAJI SUBHAS ROAD, P.O.- GPO, P.S.- Hare Street, Kolkata, District-Kolkata, West Bengal, India, PIN - 700001 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of India, PAN No. ADBPA1190P. Status : Representative Date of Execution : 20/07/2015 Date of Admission : 20/07/2015 Place of Admission of Execution : Pvt. Residence

B. Identify Details

Identify Details		
Sl. No.	Identifier Name & Address	Signature
1	DILEEP MAHATO Son of Late NATHUNEE MAHATO C/O. ZAVATOLA, TRIVIA HASAUR, P.O. TARIYANI CHAPRA, P.S.- BELSAND, District-Sitamarhi, Bihar, India, PIN - 883316 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of India.	PADAM CHAND BHUTORIA, Mr MAHESH KUMAR AGARWAL

C. Transacted Property Details

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



5.10 In addition and without prejudice to the obligation of the Owner to exercise the power of agency in favour of the Developer as contained hereunder, the Developer shall be authorized and empowered and wherever possible in its own name as Developer to apply for and obtain all permissions, approval and consents from any authority whether local, State or central for the construction of the proposed Building Complex and also to sign and execute all plans, drawings, papers and applications and get the same sanctioned to and executed by the appropriate authority or authorities from time to time for demolition, making additions and/or alterations, extensions and/or reconstructions on the Subject Property or any portion thereof and/or for obtaining any utilities and permissions.

5.11 The Architect and the entire team of people required for execution of Building Complex project shall be such person or persons as may be selected and approved by the Developer to its sole discretion. All persons employed by the Developer for the purpose of construction such as architects, engineers, labourers, consultants, etc., shall be the person under appointment from and/or employees of the Developer and the Owner shall not be liable or responsible for their salaries, wages, remuneration, etc., or their acts in any manner whatsoever and shall have no responsibility towards the architect and/or contractors labourers, etc., or for the compliance of the provisions of labour laws, payment of wages, payment of P.F., E.S.I., etc., maintenance of records of labourers etc., and all the responsibilities in that behalf shall be of the Developer and the Owner shall be held harmless against any action, if taken or threatened to be taken against the Owner for non-compliance or violation of the said requirements.

5.12 Save those mentioned above, the Developer shall be liable to apply for and obtain any other necessary permissions clearances etc., as may be required or deemed necessary for development of the Subject Property and for that to comply with all formalities (including seal stamping) and do all acts deeds and things.

5.13 For all or any of the purposes contained hereunder, the Owner shall render all assistance and co-operation to the Developer and sign execute all notices and orders of the Owner and expenses of the Developer all under and subject to the cost and expenses of the Developer.

5.14 For all or any of the purposes contained hereunder, the Owner shall render all assistance and co-operation to the Developer and sign execute all notices and orders of the Owner and expenses of the Developer.



registered with the Additional Register of Assurances - I, Karnataka to Book 1
Volume No.5 Pages 6190 to 6208 Being Being No.10125 for the year 2012.

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

SIGNED SEALED AND DELIVERED

in behalf of the abovesaid OWNER as

Krishna in the presence of

14.05.15 K. K. Subbarao - 1

14.05.15 K. K. Subbarao - 2

14.05.15 K. K. Subbarao - 3

14.05.15 K. K. Subbarao - 4

SIGNED SEALED AND DELIVERED

in behalf of the abovesaid DEVELOPER by its Director Mr. M. K. K. Subbarao in the presence of

M. K. K. Subbarao - 1

M. K. K. Subbarao - 2

M. K. K. Subbarao - 3

M. K. K. Subbarao - 4



35/07/15
By 25/07/15
M. K. K. Subbarao - 1
M. K. K. Subbarao - 2
M. K. K. Subbarao - 3

M. K. K. Subbarao
DIRECTOR
M. K. K. DEVELOPERS PVT. LTD.

M. K. K. Subbarao
K. K. Subbarao - 1
K. K. Subbarao - 2

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- 59 The Developer shall be entitled to apply for and to obtain temporary... under permanent connections of water, electricity, power, drainage... Central Government Authorities and statutory or other bodies required... of records in the case.
- 58 Developed to meet compliance of the legal requirements the maintenance... in force at the relevant time. The construction shall be done by the... purposes in compliance with the provisions of the relevant acts and rules... Plans and to do all such deeds and things as may be required for the said... contract and hold the New Building in accordance with the Building... normal consent or approval of the Architects. The Developer shall... SCHEME I hereinafter written save as may be modified or altered by... accordance with the specifications mentioned in the SECOND... materials and shall construct and finish the development work in... good and workmanlike manner with good and standard quality of... and complete the proposed Building Complex in several phases and in a... Construction of Building Complex: The Developer shall construct erect... 57 COMMON AREAS AND INSTALLATIONS: The Developer shall... contract the basic common areas and installations as per the... specifications contained in the SECOND SCHEDULE and to change... Terms and Deposits in respect of any work or portions as the Developer... may deem fit and proper. The Developer shall be free to add any other... infrastructure or amenity as common areas or installations and in such... even the Developer shall be entitled to claim or recover such costs... charges or expenses in respect thereof from the Transferees as the... Developer may deem fit and proper. The Developer shall also be free to... designs, contracts, contracts, terms, conditions or otherwise administer and control the... Building Complex and/or where Transferees of any portion or portions of... use of any common area or installation for all or where Transferees of the... the New Building as the Developer may deem fit and proper.
- 56 The Developer shall be entitled from time to time to cause modifications... and/or alterations to the building plans in such manner and to such extent... as the Developer may, in its sole discretion, deem fit and proper.
- 55 Building Phase: The Developer has already caused Building Plans for... construction of the New Building to be sanctioned in the name of the... Owner at his own cost and expenses. The originals of such Building... Plans, caused to be sanctioned by the Developer, shall remain in the... custody of the Developer and the Owner shall be entitled to take copies... thereof.

Chal. South 24 Pgs.
: 30 JAN 2013
A.D.S.F. Bhopal



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- 1. Indenture of Conveyance dated 29th May 1992 made between Shri. Subha Saha, Shri. Subhasis Pal and Shri. Swagata Saha as Vendee, Techno Enterprise Private Limited as Purchaser and Nivedita Saha as Confirming Party and registered with the Registrar of Assurances, Kolkata in Book I Volume No.295 Pages 481 to 483 Being No.11988 for the year 1992.
- 2. Indenture of Conveyance dated 29th May 1992 made between Dr. Prasad Paul as Vendee, Techno Enterprise Private Limited as Purchaser and Nivedita Saha as Confirming Party and registered with the Registrar of Assurances, Kolkata in Book I Volume No.295 Pages 481 to 483 Being No.11987 for the year 1992.
- 3. Indenture of Conveyance dated 29th May 1992 made between Shri. Agnita Saha as Vendee, Techno Enterprise Private Limited as Purchaser and Nivedita Saha as Confirming Party and registered with the Registrar of Assurances, Kolkata in Book I Volume No.295 Pages 481 to 483 Being No.11988 for the year 1992.
- 4. Indenture of Conveyance dated 29th May 1992 made between Shri. Agnita Saha as Vendee, Techno Enterprise Private Limited as Purchaser and Nivedita Saha as Confirming Party and registered with the Registrar of Assurances, Kolkata in Book I Volume No.415 Pages 1 to 14 Being No. 11989 for the year 1992.
- 5. Indenture of Conveyance dated 29th May 1992 made between Shri. Prasad Saha as Vendee, Techno Enterprise Private Limited as Purchaser and Nivedita Saha as Confirming Party and registered with the Registrar of Assurances, Kolkata in Book I Volume No. 415 Pages 15 to 26 Being No.11990 for the year 1992.
- 6. Indenture of Conveyance dated 29th May 1992 made between Shri. Agnita Saha as Vendee, Techno Enterprise Private Limited as Purchaser and Nivedita Saha as Confirming Party and registered with the Registrar of Assurances, Kolkata in Book I Volume No.415 Pages 27 to 40 Being No.11991 for the year 1992.
- 7. Indenture of Conveyance dated 1st July 2008 made between The Official Liquidator, High Court, Calcutta being Liquidator of Techno Enterprise Private Limited (in Liquidation) as Vendee and Godrej's Commodities Limited as Purchaser and registered with the Registrar of Assurances, Kolkata in Book I Volume No.18 Pages 71 to 124 Being No.0800 for the year 2008.
- 8. Indenture of Conveyance dated 16th March 2012 made between Delta Private Saha, Kalyan Kumar Saha, Suni Saha Saha, Suni, Subhasis Pal, Suni, Swagata Saha, Shri. Prasad Paul, Shri. Agnita Saha and Shri. Agnita Saha as Vendee, Techno Enterprise Private Limited as Purchaser and Godrej's Commodities Limited as Purchaser and registered with the Registrar of Assurances, Kolkata in Book I Volume No.18 Pages 71 to 124 Being No.0800 for the year 2008.



- 11.2 The Owner shall indemnify with the execution of these powers create and/or register one or more Powers of Attorney in favor of the Developer and/or other persons jointly and severally granting all necessary powers and authorities to effectuate and implement the agreement and exercise of the rights and authorities of the Developer and Developer under this agreement and agree not to create or confer the same during the subsistence of this Agreement. If any further powers or authorities be required by the Developer at any time for or relating to the purposes mentioned herein, the Owner shall grant the same to the Developer and/or its members at the later's cost and expense and agrees not to revoke the same also during the subsistence of this Agreement.
- 11.1 The Owner shall hereby further agree and consent with the Developer not to in any manner, grant, mortgage, charge or otherwise encumber or part with possession of the Subject Property or any part thereof as from the date hereof save only as regards the transfer of its share in the Transferee Asset according to the express terms of this agreement.

12. POWERS OF ATTORNEY AND OTHER POWERS:

- 12.1 The Owner shall indemnify with the execution of these powers create and/or register one or more Powers of Attorney in favor of the Developer and/or other persons jointly and severally granting all necessary powers and authorities to effectuate and implement the agreement and exercise of the rights and authorities of the Developer and Developer under this agreement and agree not to create or confer the same during the subsistence of this Agreement. If any further powers or authorities be required by the Developer at any time for or relating to the purposes mentioned herein, the Owner shall grant the same to the Developer and/or its members at the later's cost and expense and agrees not to revoke the same also during the subsistence of this Agreement.
- 12.2 Notwithstanding any death or incapacity of the Owner, this agreement as well as the Powers of Attorney to be executed by the Owner in pursuance hereof, shall remain valid and effective and automatically bind all the heirs executors administrators legal representatives or successors as if he/she/it was party hereto and to the said Powers of Attorney. Notwithstanding any amalgamation, merger, demerger etc., of the Developer, this agreement shall remain valid and effective and automatically bind all the successors or successors-in-office of the Developer as if it was party hereto.
- 12.3 While exercising the powers and authorities under the Powers or Powers of Attorney to be granted by the Owner in some behalf, the Developer shall not do any such act, deed, matter or thing which would in any way infringe the rights of the Owner and if the Owner suffers any losses or damages that may be incurred by the Owner in some behalf, the Developer shall be liable to indemnify the Owner for the same.

[Handwritten signature]

(Mark Chatterjee)
 ADDITIONAL DISTRICT SUB-REGISTRAR
 OFFICE OF THE A.D.S.R. BEHALA
 South 24 Parganas, West Bengal

Conditions of Authentication/Rule 43 & 44 Registration Rules 1952
 Admission under rule 21 of West Bengal Registration Rules, 1952 only compiled under Schedule 'A', A.M.M. number : 4(2) of Order Stamp Act 1959
 Payment of Fees
 Certified that required Registration Fees payable for this document is Rs.55,000/- (B + Rs.54,999/-) = Rs.54,999/- and Registration Fees paid by Cash Rs.0/- by DMR Rs.55,000/-
 Deception of Cash
 1. Rs.55,000/- is paid by the Deponent(s) No. 8530200042E, DMR: 1607/2018, BANK STATE BANK OF INDIA (SBI), METLAJ SUBHAS ROAD BR.

Payment of Stamp Duty
 Certified that required Stamp Duty payable for this document is Rs. 75,000/- and Stamp Duty paid by Cash Rs. 75,000/- by Stamp Rs. 130/-
 Deception of Stamp
 1. Rs. 100/- is paid in repeated type of Stamp, Serial No. 7779A, Purchased on 26/05/2018, Vendor Serial No. Chatterjee
 Deception of Cash
 1. Rs. 75,000/- is paid by the Deponent(s) No. 8531260302E, DMR: 0207/2018, BANK STATE BANK OF INDIA (SBI), METLAJ SUBHAS ROAD BR.
 (Mark Chatterjee)
 ADDITIONAL DISTRICT SUB-REGISTRAR
 OFFICE OF THE A.D.S.R. BEHALA
 South 24 Parganas, West Bengal



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preparatory works in respect of the Subject Property;

54 **SURVEY & SOIL TESTING:** The Developer shall at its own costs and expenses carry out necessary survey and soil testing and other different phases in consultation with the Owner.

53 **DEVELOPMENT IN PHASES:** The Developer shall be free to plan, commence and continue the construction and development of the Subject Property in such separate and/or overlapping phases as the Developer may deem fit and proper. The Developer shall plan and identify the consultation with the Owner.

52 **CONSULTATION WITH OWNER:** The Planning of the Project Development has been and shall continue to be done by the Developer in types of construction and development at the Subject Property.

(vii.) The identification of different categories of uses of different Buildings or Club or Parking or Common Portions or others.

(vi.) The identification of areas and portions of the Subject Property or any development and construction to be allocated to different uses and purposes including portions to be used for New parts thereof or any construction or development thereof can be used or be put to use;

(v.) The different purposes for which the Subject Property or part or parts thereof or any construction or development thereof can be used or be put to use;

(iv.) The nature of the construction and development at the Subject Property including any underground, ground level or above the ground development and construction;

(iii.) The nature of the construction and development at the Subject Property including any underground, ground level or above the Subject Property; walkways, driveways, parks, beautification works etc., at the site;

(ii.) All or any development and construction of or relating to any development and construction of or relating to the Subject Property including any underground, ground level or above the ground development and construction;

(i.) The design, concept and layout of the Project Development;

The different types of construction and development at the Subject Property including New Buildings, Parking, Club and any other Residential, Assembly, Institutional, Commercial or other uses (it being clarified that the above list are neither mandatory nor exhaustive).

All or any development and construction of or relating to the Subject Property including any underground, ground level or above the ground development and construction;

The nature of the construction and development at the Subject Property including any underground, ground level or above the ground development and construction;

The different purposes for which the Subject Property or part or parts thereof or any construction or development thereof can be used or be put to use;

The identification of areas and portions of the Subject Property or any development and construction to be allocated to different uses and purposes including portions to be used for New Buildings or Club or Parking or Common Portions or others.

The identification of different categories of uses of different types of construction and development at the Subject Property.

CONSULTATION WITH OWNER: The Planning of the Project Development has been and shall continue to be done by the Developer in consultation with the Owner.

DEVELOPMENT IN PHASES: The Developer shall be free to plan, commence and continue the construction and development of the Subject Property in such separate and/or overlapping phases as the Developer may deem fit and proper. The Developer shall plan and identify the different phases in consultation with the Owner.

SURVEY & SOIL TESTING: The Developer shall at its own costs and expenses carry out necessary survey and soil testing and other preparatory works in respect of the Subject Property;

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THE FIFTH SCHEDULE ABOVE REFERRED TO.

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1. The Owner has become the sole and absolute owner of the Subject Property and the Subject Property.

2. By an Instrument of Conveyance dated 18th March 2012 and registered with the Additional Registrar of Assurances - 2, Kalyan in Book 1 Volume No. 2 Pages 6180 to 6208 being No.02415 for the year 2012 the said Deba Prasad Saha, Kalyan Kumar Saha, Smt. Indira Saha, Smt. Sushama Pral. Smt. Swagata Pral. Smt. Indira Pral. Smt. Anjali Pral. and Smt. Anjana Pral. (see Annexure hereto) for the consideration therein mentioned and conveyed and mentioned was and to the Owner herein All That the mentioned portion containing an area of 16 Cents 7 Chaksas more or less out of the Subject Property absolutely and forever.

3. By an Instrument of Conveyance dated 1st July 2008 and registered with the Additional Registrar of Assurances - 2, Kalyan in Book 1 Volume No. 18 pages 71 to 124 being No.08000 for the year 2008 the Official Liquidator, High Court, Calcutta being Liquidator of Fashion Emporium Private Limited (in Liquidation) for the consideration therein mentioned and conveyed and mentioned was and to the Owner herein All That the said portion containing an area of 7 Bighas and 12 Cents of the Subject Property purchased by the said Company in liquidation by an Instrument of Conveyance dated 20th May, 1992 absolutely and forever.

4. By an Instrument of Conveyance registered in Book 1 Volume No. 295 Pages 494 to 507 being No.11988 for the year 1992, Smt. Anjana Saha for the consideration therein mentioned and conveyed and transferred one sixth undivided share in the Subject Property.

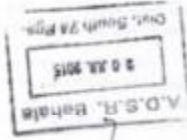
5. By an Instrument of Conveyance registered in Book 1 Volume No. 295 Pages 492 to 493 being No.11987 for the year 1992, Dr. Prasad Pral for the consideration therein mentioned and conveyed and transferred one sixth undivided share in the said portion of the Subject Property.

6. By an Instrument of Conveyance registered in Book 1 Volume No. 295 Pages 498 to 491 being No.11986 for the year 1992, Smt. Indira Saha, Smt. Sushama Pral and Smt. Swagata Pral for the consideration therein mentioned and conveyed and transferred one sixth undivided share in the said portion of the Subject Property.



(Ashish Goswami) 23/07/2015 5:01:31 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
West Bengal.

Digitally signed by Ashish Goswami
DN: 2016.07.23 17:01:32 +05:30
Reason: Digital Signing of Docs.



Certificate of Registration under section 59 and Rule 59,
Registered in Book - I
Volume number 1607-2015, Page from 46005 to 46048
being No 160705660 for the year 2015.

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12.2 The power of attorney to be granted by the Centre to the Developer and its assignees shall form a part of the agreement and remain irrevocable.

12.3 The said power of attorney to be granted by the Centre to the Developer and its assignees shall form a part of the agreement and remain irrevocable.

12.4 It is understood that to facilitate the development of the Subject Property by the Developer and for creating necessary connections and utilities therein or therein, various acts shall be done by the Developer and for which the Developer may need the authority of the Centre and various applications and other documents may be required to be signed or made by the Centre in which specific provisions may not have been mentioned relating to such specific provisions may not have been mentioned and things as may be reasonably required by the Developer to be done in the matter and the Centre shall exercise any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Centre shall undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer.

12.5 The said power of attorney to be granted by the Centre to the Developer and its assignees shall form a part of the agreement and remain irrevocable.

12.6 It is understood that to facilitate the development of the Subject Property by the Developer and for creating necessary connections and utilities therein or therein, various acts shall be done by the Developer and for which the Developer may need the authority of the Centre and various applications and other documents may be required to be signed or made by the Centre in which specific provisions may not have been mentioned relating to such specific provisions may not have been mentioned and things as may be reasonably required by the Developer to be done in the matter and the Centre shall exercise any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Centre shall undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer.

12.7 The said power of attorney to be granted by the Centre to the Developer and its assignees shall form a part of the agreement and remain irrevocable.

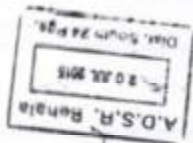
12.8 It is understood that to facilitate the development of the Subject Property by the Developer and for creating necessary connections and utilities therein or therein, various acts shall be done by the Developer and for which the Developer may need the authority of the Centre and various applications and other documents may be required to be signed or made by the Centre in which specific provisions may not have been mentioned relating to such specific provisions may not have been mentioned and things as may be reasonably required by the Developer to be done in the matter and the Centre shall exercise any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Centre shall undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer.

12.9 The said power of attorney to be granted by the Centre to the Developer and its assignees shall form a part of the agreement and remain irrevocable.

12.10 It is understood that to facilitate the development of the Subject Property by the Developer and for creating necessary connections and utilities therein or therein, various acts shall be done by the Developer and for which the Developer may need the authority of the Centre and various applications and other documents may be required to be signed or made by the Centre in which specific provisions may not have been mentioned relating to such specific provisions may not have been mentioned and things as may be reasonably required by the Developer to be done in the matter and the Centre shall exercise any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Centre shall undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer.

12.11 For all or any of the purposes mentioned herein, the Centre shall fully cooperate with the Developer in all matters and sign execute submit and/or deliver all applications papers documents plans etc. as may be required of the Developer from time to time at the cost and expenses of the Developer.

12.12 The power of attorney to be granted by the Centre to the Developer and its assignees shall form a part of the agreement and remain irrevocable.



trustees and the said daughters of Swastika Saha will be the absolute owners of the Subject Property in equal shares.

13. The aforesaid Lease dated 11th April, 1961 was renewed for another 10 years commencing from 1st August, 1980 by a further Lease Deed dated 1st August, 1980.

14. The said Swastika Saha, who was a Hindu during his lifetime and at the time of his death and governed by the Dayabhaga School of Hindu Law, died intestate on 17th November, 1988 leaving his surviving wife Smt. Sushila Saha and two daughters namely Smt. Swastika Pal and Smt. Swagata Saha as his only heirs and legal representatives who all upon his death interested and became entitled to his entire part or share of and in the Subject Property in equal shares.

15. The said Lease as renewed stood determined by efflux of time on 1st July 1990. Accordingly and in terms of the said Deed of Trust, the said Debra Prasad Saha, Smt. Swastika Saha, Smt. Swastika Pal and Smt. Swagata Saha (Sons of Premendra Thakur Saha), Kalyan Kumar Saha, Smt. Aparna Saha, Dr. Prasad Pal and Smt. Anjali Ray, became the full and absolute owners of the Subject Property.

16. By six Indentures of Conveyance all dated 28th May 1992 and registered with the Registrar of Assurances, Calcutta, a dissolved partner consisting as one of 3 partners and 12 Cordinate more or less out of the Subject Property was sold and transferred to Techzone Computer Private Limited absolutely and forever. The said Techzone Saha joined as co-selling party to the said six Indentures of Conveyance and confirmed the sale made thereby. Particulars of the said six Indentures of Conveyance are mentioned below:-

1. By Indenture of Conveyance registered in Book 1 Volume No. 415 Pages 17 to 26 Being No.1196 for the year 1992, Debra Prasad Saha for the consideration therein mentioned sold conveyed and transferred one with undivided share in the said portion of the Subject Property.
2. By Indenture of Conveyance registered in Book 1 Volume No. 415 Pages 27 to 40 Being No.1197 for the year 1992, Kalyan Kumar Saha for the consideration therein mentioned sold conveyed and transferred one with undivided share in the said portion of the Subject Property.
3. By Indenture of Conveyance registered in Book 1 Volume No. 413 Pages 1 to 14 Being No. 1198 for the year 1992, Smt. Anjali Ray for the consideration therein mentioned sold conveyed and transferred one with undivided share in the said portion of the Subject Property.

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Property (including electricity etc.) if found due till the date hereof in its own costs and expenses. The Owner has already paid all municipal rates and taxes and land revenue upto 31st March, 2015.

18. To apply for and obtain sanction of the Subject Property and papers commensurate with the proposed development thereof under Section 4C of the West Bengal Land Reforms Act, 1955 and also from the Kalyan Municipal Corporation and others as may be required.

19. To apply for and obtain any other permissions, consents and no objection certificates as may be required for development of the Subject Property.

20. To construct boundary wall wherever needed surrounding the Subject Property.

21. All costs and expenses in respect of the obligations of the Owner shall be borne and paid by the Owner.

22. The Developer agrees to provide necessary co-operation to the Owner for compliance of the said obligations.

23. The Developer has deposited with the Owner, no interest free security deposit to the amount of Rs.50,00,000.00 (Fifty Lacs only) (hereinafter referred to as the "security deposit") or before the execution hereof retained by the Owner to the Developer within 15 days of the Developer intimating the Owner that the construction of the Building Complex has been completed and the architect has issued the Completion Certificate thereof.

24. It is recorded that the Developer is in possession of the Subject Property for the purpose of this agreement.

25. KNOCKDOWN OR TAKE PROCEEDINGS: The Developer shall retain the overall project management and co-ordination for the development of the Building Complex in a phase wise manner.

26. PLANING: The Owner and the Developer agree that the entire planning and layout for the Project Development, including, inter alia, on

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- (1) To have and pay the land revenue, municipal and all other rates and taxes and other dues and outgoings in respect of the Subject Property in the manner contemplated herein within a maximum period of 30 days from the date of the same arising.
- (2) To make out a marketable title to the entirety of the Subject Property and answer any requisitions on title that may be made following in respect of the Subject Property:
- (3) To ensure that the Owner shall at his own costs and expenses and within 45 days from the date of execution hereof do and comply with the following:
 - (a) Obtain the necessary approvals and consents from the relevant authorities for the development of the Subject Property.
 - (b) Obtain the necessary approvals and consents from the relevant authorities for the development of the Subject Property.
 - (c) Obtain the necessary approvals and consents from the relevant authorities for the development of the Subject Property.
 - (d) Obtain the necessary approvals and consents from the relevant authorities for the development of the Subject Property.
 - (e) Obtain the necessary approvals and consents from the relevant authorities for the development of the Subject Property.



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- (1) To have and pay the land revenue, municipal and all other rates and taxes and other dues and outgoings in respect of the Subject Property in the manner contemplated herein within a maximum period of 30 days from the date of the same arising.
- (2) To make out a marketable title to the entirety of the Subject Property and answer any requisitions on title that may be made following in respect of the Subject Property:
- (3) To ensure that the Owner shall at his own costs and expenses and within 45 days from the date of execution hereof do and comply with the following:
 - (a) Obtain the necessary approvals and consents from the relevant authorities for the development of the Subject Property.
 - (b) Obtain the necessary approvals and consents from the relevant authorities for the development of the Subject Property.
 - (c) Obtain the necessary approvals and consents from the relevant authorities for the development of the Subject Property.
 - (d) Obtain the necessary approvals and consents from the relevant authorities for the development of the Subject Property.
 - (e) Obtain the necessary approvals and consents from the relevant authorities for the development of the Subject Property.



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- 14. "Government" shall mean the (Central or State Government or any Department thereof and includes any Local Authority or Statutory Bodies or authorities having jurisdiction and shall also include any Government Company.
- 15. "Force Majeure" shall mean any event or combination of events or circumstances beyond the control of a Party which cannot be prevented or avoided to be prevented, and which necessarily affects a Party's ability to perform obligations under this Agreement including:
 - a. war of God (i.e. fire, drought, flood, earthquake, storm, lightning, epidemics and other natural disasters;
 - b. explosions or accidents, or strikes;
 - c. strikes, lock-outs, civil disturbances, curfews etc.;
 - d. Civil commotion, insurrections, war or enemy action or terrorist actions;
 - e. changes in Law, Rules and Regulations, injunctions, prohibitions, or stay granted by court of law, Administrative Government;
 - f. non-availability of water supply or electric power or fuel; or
 - g. any other event or circumstances which is beyond the control of the parties.
- 16. "Government" shall mean the (Central or State Government or any Department thereof and includes any Local Authority or Statutory Bodies or authorities having jurisdiction and shall also include any Government Company.

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- 17. "Agreed Rate" shall mean the rate of sharing between the Owner and the Developer being 22.50% belonging to the Owner and 67.50% belonging to the Developer;
- 18. "Owner's Allocation" shall mean the 22.50% (Twenty-two percent fifty percent) share in the Realizations subject to any additions or reductions thereof in accordance with the express terms and conditions hereof and shall include the Owner's Land Share and shall in case of identification of Separately Allocable Areas, include the portions thereof allocated to the Owner only;
- 19. "Developer's Allocation" shall mean the 67.50% (Sixty-seven percent fifty percent) share in the Realizations subject to any additions or reductions thereof in accordance with the express terms and conditions hereof and shall include the Developer's Land Share and shall in case of identification of Separately Allocable Areas, include the portions thereof allocated to the Developer only;
- 20. "Force Majeure" shall mean any event or combination of events or circumstances beyond the control of a Party which cannot be prevented or avoided to be prevented, and which necessarily affects a Party's ability to perform obligations under this Agreement including:
 - a. war of God (i.e. fire, drought, flood, earthquake, storm, lightning, epidemics and other natural disasters;
 - b. explosions or accidents, or strikes;
 - c. strikes, lock-outs, civil disturbances, curfews etc.;
 - d. Civil commotion, insurrections, war or enemy action or terrorist actions;
 - e. changes in Law, Rules and Regulations, injunctions, prohibitions, or stay granted by court of law, Administrative Government;
 - f. non-availability of water supply or electric power or fuel; or
 - g. any other event or circumstances which is beyond the control of the parties.
- 21. "Government" shall mean the (Central or State Government or any Department thereof and includes any Local Authority or Statutory Bodies or authorities having jurisdiction and shall also include any Government Company.

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is and subject to the terms and conditions hereinafter contained

1.1.1. The Owner hereby unambiguously agrees the Developer to develop the Subject Property and Transfer all Transferable Areas therein and hereby agrees that with effect from the date of execution hereof, the Developer shall have the sole, exclusive and irrevocable rights, authorities and entitlements (a) to develop and construct upon the Subject Property and (b) to Transfer the entire Building Complex and all Transferable Areas therein as mandatorily contained herein and (c) entry of the Transfer and Deposits and (d) all other Developer or in which the Developer is entitled hereunder;

1.1.2. The Developer hereby agrees that the Owner shall be entitled (a) to the Owner's Allocation and (b) all other properties benefits and rights hereby agreed to be granted to the Owner or to which the Owner is entitled hereunder;

1.1.3. The Owner hereby agrees to sell entry and transfer proportions undivided share in the land situated to the Transferor and the interest of the Transferor contained in the Transfer and the consideration for the same shall be the share of the Owner in the Building Complex and its Transfer by the Developer and other related purposes hereunder contained.

1.2. The Owner has agreed to provide the Subject Property in terms hereof to be hereinafter and exclusively and solely for the purpose of the development of the Building Complex for the benefit of the parties respectively as contained herein and for the consideration and on the terms and conditions hereinafter contained.

1.3. In the premises aforesaid, the parties have agreed and contracted with each other for the development of the Subject Property and consensual explanation of the Building Complex for the benefit of the parties respectively as contained herein

1. AGREEMENT AND CONSIDERATION:

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

PART III - WITNESSETH

Subject Property and the consensual explanation of the Building Complex by the parties and their respective commitments, rights and obligations in respect of the same as hereinafter contained

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construction partially or wholly, as the case may be.

(b) Hereinafter fees, development charges, water connection charges and other levies hereinafter as being the exclusive liability of the Owner and may be charged hereafter on the Subject Property or the buildings or the Units or on their transfer or

(c) All work, charges and expenses on account of use or reuse generators and the other power-backup equipment and all their accessories (including cables, parts and the like) for the Building Complex;

(d) Security or any other deposit (including minimum deposits or any deposit by any same estate) and all additional amounts or interest thereof payable to the electricity service provider, presently being CESC Limited or other electricity service provider, presently being CESC Limited or other electricity service provider for electricity connection at the Building Complex.

(e) All costs, charges and expenses on account of HT & LT power (including Sub-station, Transformers, Switch gear, cables, HT & LT panels and the like) and all the amounts payable to the electricity service provider.

EXTRAS and include:

(EXTRAS & DEPOSITS)

THE THIRD SCHEDULE ABOVE REFERRED TO, NOT FINAL

- 1. Flooring
- 2. Walls
- 3. Bedrooms
- 4. Kitchen
- 5. Bathrooms
- 6. Doors
- 7. Windows
- 8. Doors
- 9. Painting
- 10. Ceiling
- 11. Floorings
- 12. Windows
- 13. Bathrooms
- 14. Kitchen
- 15. Bedrooms
- 16. Walls
- 17. Flooring
- 18. Ceilings
- 19. Windows
- 20. Doors
- 21. Painting
- 22. Ceiling
- 23. Floorings
- 24. Windows
- 25. Bathrooms
- 26. Kitchen
- 27. Bedrooms
- 28. Walls
- 29. Flooring
- 30. Ceilings
- 31. Windows
- 32. Doors
- 33. Painting
- 34. Ceiling
- 35. Floorings
- 36. Windows
- 37. Bathrooms
- 38. Kitchen
- 39. Bedrooms
- 40. Walls
- 41. Flooring
- 42. Ceilings
- 43. Windows
- 44. Doors
- 45. Painting
- 46. Ceiling
- 47. Floorings
- 48. Windows
- 49. Bathrooms
- 50. Kitchen
- 51. Bedrooms
- 52. Walls
- 53. Flooring
- 54. Ceilings
- 55. Windows
- 56. Doors
- 57. Painting
- 58. Ceiling
- 59. Floorings
- 60. Windows
- 61. Bathrooms
- 62. Kitchen
- 63. Bedrooms
- 64. Walls
- 65. Flooring
- 66. Ceilings
- 67. Windows
- 68. Doors
- 69. Painting
- 70. Ceiling
- 71. Floorings
- 72. Windows
- 73. Bathrooms
- 74. Kitchen
- 75. Bedrooms
- 76. Walls
- 77. Flooring
- 78. Ceilings
- 79. Windows
- 80. Doors
- 81. Painting
- 82. Ceiling
- 83. Floorings
- 84. Windows
- 85. Bathrooms
- 86. Kitchen
- 87. Bedrooms
- 88. Walls
- 89. Flooring
- 90. Ceilings
- 91. Windows
- 92. Doors
- 93. Painting
- 94. Ceiling
- 95. Floorings
- 96. Windows
- 97. Bathrooms
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- 99. Bedrooms
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- 104. Doors
- 105. Painting
- 106. Ceiling
- 107. Floorings
- 108. Windows
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- 111. Bedrooms
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- 113. Flooring
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- 116. Doors
- 117. Painting
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- 123. Bedrooms
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- 130. Ceiling
- 131. Floorings
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- 133. Bathrooms
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- 135. Bedrooms
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- 141. Painting
- 142. Ceiling
- 143. Floorings
- 144. Windows
- 145. Bathrooms
- 146. Kitchen
- 147. Bedrooms
- 148. Walls
- 149. Flooring
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- 152. Doors
- 153. Painting
- 154. Ceiling
- 155. Floorings
- 156. Windows
- 157. Bathrooms
- 158. Kitchen
- 159. Bedrooms
- 160. Walls
- 161. Flooring
- 162. Ceilings
- 163. Windows
- 164. Doors
- 165. Painting
- 166. Ceiling
- 167. Floorings
- 168. Windows
- 169. Bathrooms
- 170. Kitchen
- 171. Bedrooms
- 172. Walls
- 173. Flooring
- 174. Ceilings
- 175. Windows
- 176. Doors
- 177. Painting
- 178. Ceiling
- 179. Floorings
- 180. Windows
- 181. Bathrooms
- 182. Kitchen
- 183. Bedrooms
- 184. Walls
- 185. Flooring
- 186. Ceilings
- 187. Windows
- 188. Doors
- 189. Painting
- 190. Ceiling
- 191. Floorings
- 192. Windows
- 193. Bathrooms
- 194. Kitchen
- 195. Bedrooms
- 196. Walls
- 197. Flooring
- 198. Ceilings
- 199. Windows
- 200. Doors

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- 14.1 The parties hereto shall not be liable for any obligation hereunder to the extent that the performance of the relative obligation is frustrated or agreed to be so done.
- 14.2 "Transferor" shall mean and include all persons to whom any Transferable Area is transferred or agreed to be so done.
- 14.3 "Marketing" or "Transfer" (with their respective grammatical variations) shall include transfer by sale or lease and/or by any other means adopted in respect of the Transferable Area or any part or share thereof.
- 14.4 "Person" shall mean any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, LLP, trust, union, association, government or any agency or public institution thereof or any other entity that may be treated as a Person under applicable Law.
- 14.5 "Plans" with their grammatical variations shall mean the different plans in which the Complex shall be carried out in terms hereof.
- 14.6 "Transferable Areas" shall include Units (which may be flats, apartments, office spaces, shops, commercial/covered spaces or the like), covered parking spaces, open parking spaces, terraces, roofs, gardens, open spaces, club (if constructed) with or without any facilities and all other areas of the Building Complex capable of being transferred independently or by being added to the area of any Unit or making apartments in any Unit or otherwise and shall also include any new, right of making apartments in any Unit or otherwise and shall also include any new, right of being transferred independently or by being added to the area of any Unit or part thereof at the Building Complex capable of being communitarily explained or transferred for consideration in any manner.
- 14.7 "Realization" shall mean the amounts received against Marketing or Transfer of the Transferable Areas excluding the marketing costs and advertisement costs as mentioned in clauses 6.8 and 6.9 hereunder but shall not include any amounts received on account of Taxes and Deposits.
- 14.8 "Building Plans" shall mean the Building Plans bearing Plan No. 2014140804 dated 27th March, 2015 already issued or approved or proposed from the Kutch Municipal Corporation for development of the Subject Property and include all modifications and/or alterations thereto.
- 14.9 "Common Purpose" shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Building Complex and to provide the Common Areas and facilities, creation of common services in common to the transferees thereof, collection and disbursement of the common expenses, the purpose of regulating mutual rights, obligations and liabilities of the transferees thereof and dealing with all matters of common interest of the transferees thereof.



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- 14.10 In case the Owner taking over and assuming control of the Building Complex in terms of clause 14.7 above, the original Building Plans shall be made over by the Developer to the Owner and the power of attorney given by the Owner to the Developer may be suspended by the Owner.
- 14.11 In case the Owner complies with and/or is ready and willing to carry out its obligations as stated herein and the Developer fails and/or neglects to comply with its other obligations hereunder, the Owner shall give a written notice to the Developer to remedy the default within 30 days of such notice and in case the Developer fails to remedy the default within such 30 days notice period, the Owner shall be entitled to sue the Developer for specific performance of the contract and/or damages.
- 14.12 If at any time hereunder it shall appear that any of the parties hereto has failed and/or neglected to carry out its obligations under this agreement or to extend full co-operation agreed to be extended hereunder, then the party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all losses and damages suffered by it from the defaulting party without prejudice to its other rights hereunder.
- 14.13 Neither party hereto can unilaterally cancel or rescind the agreement or any time unless such party is entitled to do so by express terms of this agreement contained elsewhere herein upon default of the other party.
- 14.14 Without prejudice to the other provisions hereof, the Owner specifically agrees and accepts that in case of a default by the Owner, remedy to the Developer may not be sufficient remedy to seek and obtain the remedy of specific performance of the contract against the Owner.
- 14.15 The parties hereto shall not be liable for any obligation hereunder to the extent that the performance of the relative obligation is frustrated or agreed to be so done.



The parties hereto entering upon this agreement to put into writing all the terms and conditions agreed between them in connection with the development of the Developer.

23rd March, 2015 in the name of the Charter and at the costs and expenses of the Building Plans for construction of the Town Buildings to be sanctioned by the Executive Municipal Corporation vide Meeting Minutes No. 2014-15-00001 dated 23rd March, 2015.

In pursuance of the said letter, the Developer has already taken steps for causing regularly scheduled visits to the Agreed Areas in specified circumstances.

would be entered to ensure the Realizations in the Agreed Areas and may share the authority to develop and transfer the same and the Developer and the Developer Subject Property and appoint the Developer with sole and exclusive rights and discussions between them, hereby agreed that the Charter shall provide the other related purposes, the parties have agreed to provide the necessary and other related purposes, the parties have agreed to provide the necessary and other related purposes in this field.

The Developer has responded to the Charter that the Developer is carrying on business of construction and development in real estate and has infrastructure and expertise in this field.

C. The Developer has responded to the Charter that the Developer is carrying on business of construction and development in real estate and has infrastructure and expertise in this field.

D. For the purpose of development of the Subject Property and its Marketing and other related purposes, the parties have agreed to provide the necessary and other related purposes, the parties have agreed to provide the necessary and other related purposes in this field.

E. In pursuance of the said letter, the Developer has already taken steps for causing regularly scheduled visits to the Agreed Areas in specified circumstances.

would be entered to ensure the Realizations in the Agreed Areas and may share the authority to develop and transfer the same and the Developer and the Developer Subject Property and appoint the Developer with sole and exclusive rights and discussions between them, hereby agreed that the Charter shall provide the other related purposes, the parties have agreed to provide the necessary and other related purposes, the parties have agreed to provide the necessary and other related purposes in this field.

F. The parties hereto entering upon this agreement to put into writing all the terms and conditions agreed between them in connection with the development of the Developer.



Over head water tank with water distribution pipes from main overhead water tank connecting to the different Units of the Building.

Water tank and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.

Such other areas, installations and facilities as the Developer may deem fit to time specify to form part of the Common Areas and Installations of any individual building.

Electrical installations and the accessories and fittings in respect of the Building Complex and the open spaces thereon, if installed (and if installed then at extra cost as specified herein).

Underground water reservoir, water pump with water distribution pipes to the overhead water tanks of Buildings.

Municipal Water supply or Deep tube well with water filtration plant (only in case of deep tube well) for water supply.

Water tank and sewerage evacuation pipes and drains from the overhead buildings in the municipal drains.

DCI No. in parks, accessories and fittings and space for installation of the same.

Such other areas, installations and facilities as the Developer may deem fit to time specify to form part of the Common Areas and Installations of the Building Complex.

Specifications as regards construction of and fittings and fixtures to be provided in the Units.

STREETABLE: The building shall be constructed with RCC framed in accordance with the plan and drawing prepared by the Architect and sanctioned by the Municipal Municipality.

FLOORING:

MAIN LOBBY OF DESIGNATED BLOCK: Marble

FLOOR LOBBIES OF DESIGNATED BLOCK: Kow base



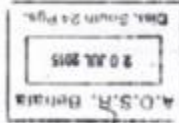
A. The Centre is the site and distinctive corner of the Subject Property.

SECTION II RECTALS & REPRESENTATIONS

- (v) Where any notice, consent, approval, permission or contract is required to be given by any party to the Agreement such notice, consent, approval, permission or contract must be in writing.
- (vi) Where any act is prohibited by the terms of the Agreement, none of the Parties will knowingly permit or omit to do anything, which will allow that act to be done.
- (vii) Reference to a document in a reference to any such document, instrument or agreement as modified, amended, varied, supplemented or novated from time to time in accordance with the provisions, and
- (viii) The Schedules/Annexures and exhibits hereto shall constitute an integral part of this Agreement and any breach of the obligations contained in the Schedules shall be deemed to be a breach of the Agreement.
- (ix) Reference to the word "Schedule" shall be construed without limitation.
- (x) The terms "hereof", "herein", "hereby", "herein", "hereunder" and derivative or similar words may be.
- (xi) Words using the singular or plural number also include the plural or singular number, respectively.
- (xii) Words of any gender are deemed to include those of the other gender.
- (xiii) Headings, Clause Titles, Capitalized expressions and bold expressions are given for convenience purpose only.
- (xiv) Reference to any Clause shall mean such Clause of this deed and include any sub-clauses thereof. Reference to any Schedule shall mean such Schedule to this deed and include any part of such Schedule.

II INTERPRETATION.

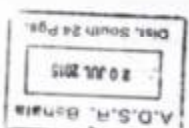
xx. "Separately Allocable Areas" shall mean those Transferrable Areas to be identified and allocated to the Centre and the Developer under specified circumstances as mentioned in clause 8 herein.



ALL THAT the messengers, leaseholders, dwelling houses, contractors and the parties together with the plots and parcels of land or ground (including buildings and on plot) whereof the same are owned and held containing an area of 2500.079 Square Meters or the Rights (D' Chikha 21 Square Meters) and actual measurement, shown lying on and being Square Plot 001 or 002 on survey and actual measurement, shown lying on and being Municipal Premises No. 54 Dc, N.C. 54th Road (Formerly) Premises Nos. 54A and 54

THE FIRST SCHEDULE ABOVE REFERRED TO.

- 16.1 All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th day from the date of dispatch of such notice by prepaid registered post with acknowledgment due at the address of the other party mentioned hereunder or hereafter notified in writing and irrespective of any change of address or name of the party not by registered post without the same being served. None of the parties shall be entitled to raise any objection as to service of the notice deemed to have been served as aforesaid.
- 17. **ARBITRATION:** All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these premises and/or the Subject Property or determination of any liability shall be referred to the arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any other statutory modification or extension for the time being in force and the award of the Arbitration Tribunal shall be final and binding on the parties hereto.
- 18. **ASSIGNMENT:** Only the Centre having contractual jurisdiction over the Subject Property shall have the jurisdiction to contract by and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereunder.



not prevented by the existence of the first request and shall be suspended from the obligation during the duration of the first request.

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- There is no impediment, obstruction, restriction or prohibition in the Law or due to Income Tax, Revenue or any other Public Law and such notice is to be avoided under any decree or order of any Court of Law.
- Neither the Subject Property nor any part thereof has been attached with the Developer.
- The Owner has not entered upon any agreement or contract with any other person or persons/individual prior to execution of this agreement and that the Owner has no such agreement with the Subject Property or its development/understander prior to execution of this agreement.
- The Owner has not entered upon any agreement or contract with any other person or persons/individual prior to execution of this agreement.
- There is no notice of acquisition or requisition received or pending in respect of the Subject Property or any part thereof and the Subject Property does not contain any easement land under the Land Ceiling and Regulation Act, 1978 or ceiling regulation land under West Bengal Ceiling Regulation Act, 1975 or the West Bengal Land Ceiling and Regulation Act, 1975 or any other law whatsoever.
- That the Subject Property is secured by boundary walls and is directly abutting Dr. N. G. Saha Road with convenient drainage on the western and north-western side and the Subject Property is fit for the development and marketing of the Building Complex.
- That the Subject Property is secured by boundary walls and is directly abutting Dr. N. G. Saha Road with convenient drainage on the western and north-western side and the Subject Property is fit for the development and marketing of the Building Complex.
- That the Subject Property is free from all encumbrances, mortgages, charges, liens, tax demands, rates, cesses, levies, taxes, dues, taxes, duties, taxes, cesses and other interests in the Subject Property in any manner or on any account, whatsoever.
- That the Subject Property is free from all encumbrances, mortgages, charges, liens, tax demands, rates, cesses, levies, taxes, dues, taxes, duties, taxes, cesses and other interests in the Subject Property in any manner or on any account, whatsoever.
- The Owner has a marketable title in respect of the Subject Property including the structure situated thereon without any claim, right, title, interest of any person therein or therein and the Owner have absolute right to enter into this Agreement with the Developer.
- The Owner has a marketable title in respect of the Subject Property including the structure situated thereon without any claim, right, title, interest of any person therein or therein and the Owner have absolute right to enter into this Agreement with the Developer.
- The Owner for valuable consideration paid by it purchased and became the sole and absolute owner of the Subject Property. The facts about the Owner deriving title in the Subject Property are represented by the Owner to the purchaser SCHERLE hereunder written and the same are all true and correct.
- The Owner has requested the Developer to develop the Subject Property and include the following several representations, assurances and warranties in the Developer which have been completely relied upon by the Developer:

A.D.S.R. Beralia
20 JUL 2015
Dist. South 24 Pgs.



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- Common Areas & Installations of individual buildings:**
 - 1. Structures, landings and passages with glass panels and roof-cover on the common road.
 - 2. Connected Electrical wiring and fittings and fixtures for lighting the common areas, lobby and landings and opening the two lifts of the Developer Block.
 - 3. As have been provided with all maintenance arrangements and equipment (including the lift machine room) and lift well for installing the same in the Developer Block.
 - 4. Electrical installations with main switch and meter and spare required together to the building.
- (SPECIFICATIONS)**
- THE SECOND SCHEDULE ABOVE REFERRED TO.**
- Square feet.
- OR HOWSOEVER OTHERWISE:** the same area as or in proportion to the area mentioned that the covered area of the construction on the Subject Property is 20,000 square feet.
- recorded as Part in the Records of Rights.
- L.R. Dag Nos. 3354 and 3356 recorded as Rang Land and R.S. and L.R. Dag No. 3357 Dag Nos. 3358, 3359.
- On the West : By portion of Public Road Dr. N.G. Saha Road and by portion of Rang Nos. 3358, 3359.
- On the East : Party by portion of Rang Nos. 3367, 3368, 3369, 3370, 3371, 3372, 3373 and 3374.
- On the South : Party by portion of Rang Nos. 3361 and 3362.
- On the North : Party by portion of Public Road, Dr. N.G. Saha Road and portion of Rang Nos. 3358, 3359, 3363 and 3364.
- mentioned therein in "REPLY" and bonded and bonded as follows:
- (Old No. 207 Dr. N.G. Saha Road, Kharak-700601, since amalgamated under Ward No. 128 through XIV of the Kolkata Municipal Corporation and comprised of R.S. and L.R. Dag Nos. 3371, 3372, 3373, 3374, 3375, 3376 recorded in L.R. Kharak No. 2071 (formerly R.S. Kharak Nos. 479 and 481) in Mohan Prasad, Municipal, L.L. No. 3, Pragma Block, R.S. No. 96, Tahsil No. 275) under Public Notice Proceedings (Summary Proceedings) dated 19/10/2013.

A.D.S.M. Beralia
20 JUL 2015
Dist. South 24 Pgs.

