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5/10/18

पश्चिम बंगाल WEST BENGAL

Cerify that the document is admitted to registration. The signature sheets and the endorsements are the part of this document.

K 406,872

31 OCT 2018
Addl District Sub-Registrar
Bidhannagar, (Salt Lake City)

THIS AGREEMENT made this the18th.....day of October, Two Thousand and Twelve BETWEEN **LGW LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Narayanpur, Police Station Airport, Kolkata - 700136, District North 24-Parganas, represented by one of its Directors namely Mr. Amit Kumar Gupta, hereinafter referred to as the **OWNER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor and/or successors-in-interest and assigns) of the **ONE PART** AND **MAINSTAY NIRMAN LLP**, a Limited Liability Partnership Firm incorporated under the Limited Partnership Act 2008, having its registered office at Narayani Building, 1st floor, 27, Brabourne Road, P. S. - Hare Street, Kolkata - 700 001, represented by one of its partners namely Rajendra Prasad Agarwala, 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 present partners and such other person or persons who may be taken in or admitted as partner(s) in the said partnership firm and their respective heirs executors administrators legal representatives and assigns) of the **OTHER PART**.

- the Owner and the Developer are individually referred to as 'party' and collectively referred to as 'parties'.

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Mainstay ~~Group~~ LLP

Social No. _____
Name _____
Address _____
71, Park Street, (P.O. Box 14)
Kolkata-700 011

24.8.20
Kolkata,

05 OCT 2012

Date _____
Licence Group Vender
B. SARWAN

✓ R.P. Agarwal
14859


MAINSTAY NIRMAN
✓ R.P. Agarwal
Partner
AJENDRA PRASAD AGARWAL


14861
For LGW LIMITED

Director



~~Additional District Sub-Registrar
Bidhanagar, Salt Lake City~~
10 OCT 2012

*Copy of the
S/O Mr. S.C. Ghoshal
204 PJC Borealis
KOL-17*

WHEREAS:-

- A. The Owner is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the piece and parcel of demarcated portion of lands comprised in Dag Nos. 3315(P), 3322(P), 3323, 3324, 3325(P), 3326(P), 3328(P), 3331, 3321(P) and 3332(P) containing an aggregate land area of about appx 85.69 decimals together with the asbestos shed structures standing thereon having an aggregate covered area of 729 Sq. Ft. situate lying thereupon being municipal holding no. R-G-M 5/129 Block - I in Mouza Gopalpur, JL No. 2, P.S.-Airport (formerly Rajarhat), District: North 24 Parganas within the limits of Rajarhat Gopalpur Municipality (hereinafter referred to as the "Land" and morefully mentioned in the First Schedule hereunder written and shown in the map or plan annexed hereto and coloured Red thereon; and
- B. The Owner herein is the owner of the said Land and is desirous of commercial exploitation of the same by construction of building complex thereupon mainly meant for residential purposes and has agreed to entrust and engage the Developer and grant to the Developer the exclusive right and authority to undertake such development .
- C. The terms and conditions agreed by and between the parties are recorded as hereunder.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:-**1. DEFINITIONS:**

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

- 1.1 **ADVOCATE** - shall mean the advocate appointed by the Developer for the Project on the said Land from time to time.
- 1.2 **ARCHITECT** - shall mean such person or persons who may be appointed by the Developer as the architect for the Project from time to time.
- 1.3 **ASSOCIATION** - shall mean any company incorporated under the Companies Act, 1956 or any Association or any Syndicate or a Committee or Society as may be formed or caused to be formed by Developer for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.
- 1.4 **CAR PARKING SPACE** - shall mean all the spaces in the portions at the basement (if any), ground floor level and/or any other level, whether open or covered within the Project area or intended to be reserved for parking of cars/scooters.
- 1.5 **COMMON AREAS, FACILITIES AND AMENITIES** - shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, overhead water tank, water pump and motor, drive-ways, common lavatories, common generator, transformer, effluent treatment plant, Fire Fighting systems, rain water harvesting areas and other facilities in the Project, which the Developer may decide to provide in their absolute discretion, and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Project.
- 1.6 **COMMON EXPENSES** - shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the transferees and all other expenses

- 1.7 **COMMON PURPOSES** - shall mean and include the purpose of managing, maintaining and up keeping the Project in particular the Common Areas, Facilities and Amenities, rendition of common services in common to the transferees and/or the occupants in any other capacity, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Facilities and Amenities in common.
- 1.8 **CONSENTS** - shall mean the planning permission sanctions and all other consents, licenses, permissions and approvals (whether statutory or otherwise) necessary or required for development of the said Land and commencement of construction.
- 1.9 **NOTICE FOR POSSESSION** - shall mean the notice contemplated in clause 14.1 below.
- 1.10 **DATE OF COMMENCEMENT OF LIABILITY** - shall mean the date on which Owner/transferees of the units take actual physical possession of their allocation after fulfilling all their liabilities and obligations in terms hereof or the date next after expiry of the Notice for Possession irrespective of whether Owner/transferees of the units take actual physical possession or not, whichever is earlier.
- 1.11 **DEPOSITS/EXTRA CHARGES** - shall mean the amounts specified in the Third Schedule hereunder to be paid/ deposited by the Owner and/ or its transferees/ assigns and the transferees/ assigns of the Developer to the Developer.
- 1.12 **DEVELOPER'S ALLOCATION** - shall mean the 60% (Sixty Percent) of the total constructed areas of the complex to comprise in various flats, units, apartments, car parking spaces (open and covered) and/or other saleable spaces of the buildings to be constructed on the said Land more fully described in the First Schedule hereunder written **TOGETHER WITH** the undivided proportionate impartible share in the said Land attributable thereto **TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities **AND TOGETHER WITH** the entire signage space (morefully mentioned in the Part-I of the Fourth Schedule hereunder written).
- 1.13 **LAND** - shall mean ALL THAT the piece and parcel of land containing an area of 85.69 Sataks be the same a little more or less appertaining to LR Khatian No. 4835 together with the asbestos shed structures standing thereon having an aggregate covered area of 729 Sq. ft. situate lying thereupon at Mouza Gopalpur J.L. No.2, Police Station Airport (formerly Rajarhat), within the ambit of Rajarhat-Gopalpur Municipality in the District of North 24 Parganas comprised in-

R.S. Dag Nos.	R.S. Khatian Nos.	L.R. Dag Nos.	Area (Sataks)
3315(P)	410	3315(P)	24.00
3322(P)	2729	3322(P)	14.50
3323	1870	3323	02.00
3324	1870	3324	04.00
3325(P)	2413	3325(P)	08.50
3326(P)	1773	3326(P)	08.00
3328(P)	1029	3328(P)	07.19
3331	2806	3331	14.00
3321(P)		3321	00.50
3332(P)	1871	3332(P)	03.00
		Total	85.69

- more fully and particularly described in the First Schedule hereunder written and shown in the map or plan annexed hereto and coloured Red thereon;
- 1.14 **MAINTENANCE-IN-CHARGE** - shall mean and include such persons/agency or any outside agency to be appointed by the Developer under this Agreement for the Common

- may be for owning, leasing, renting or occupying any flat, unit, apartment, and/or constructed space.
- 1.16 **NEW BUILDINGS** - shall mean the new buildings to be constructed, erected and completed upon the said Land.
- 1.17 **OWNERS' ALLOCATION** - shall mean 40% (Forty Percent) of the total constructed area to comprise of various flats, units, apartments, car parking spaces (open and covered) and/or other saleable spaces of the New Buildings to be constructed upon the said Land more fully described in the First Schedule hereunder written **TOGETHER WITH** the undivided proportionate impartible share in the said Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities (morefully mentioned in the Part-II of the Fourth Schedule hereunder written).
- 1.18 **PLANS** - shall mean the plans to be sanctioned by the Rajarhat-Gopalpur Municipality or any other sanctioning authority as the case may be Together With all modifications and/or alterations thereto and/or revisions thereof from time to time made or to be made by the Developer and approved by the sanctioning authorities in respect of the Project.
- 1.19 **PROJECT** - shall mean the project of development of the said Land by construction, erection and completion of the New Buildings thereupon with Common Areas, Facilities and Amenities, primarily residential in nature.
- 1.20 **PROFESSIONAL TEAM** shall mean the Architects, Structural Engineers, Surveyors and/or such other professional engaged and/or contracted by the Developer from time to time for the purpose of the Project.
- 1.21 **PROPORTIONATE OR PROPORTIONATELY** - according to the context shall mean the proportion in which the built up area of any Unit or Units may bear to the built-up area of all the Units in the Project provided that where it refers to the share of the Owner in the Project, shall mean 40% and where it refers to the share of the Developer in the Project, shall mean 60%.
- 1.22 **ROOF** shall mean and include the ultimate roof of the New Buildings;
- 1.23 **SIGNAGE SPACE** - shall mean all signage and display spaces outside all units/saleable spaces and/or in the common areas and the exterior of the said New Building including the roofs, car parking spaces and the open areas of the said New Building as also the kiosks, flag poles, graphics panels, boundary walls etc. in the New Buildings upon the said Land.
- 1.24 **SPECIFICATION** - shall mean the specifications for the said Project as mentioned in the Fifth Schedule hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.
- 1.25 **TITLE DEEDS** - shall mean the documents of title of the Owner in respect of the said Land mentioned in the Sixth Schedule hereunder written.
- 1.26 **TRANSFER** - with its grammatical variations shall include transfer by possession or by executing a valid transfer document and, by any other means adopted for effecting what is understood as a transfer of space in the new buildings to the transferees thereof as per law.
- 1.27 **TRANSFeree** - according to the context shall mean all the prospective or actual transferees who would agree/have agreed to acquire or take on rent or lease or shall have acquired or taken on rent or lease any Unit in the Project and for all unsold Unit and/or Units in the Owner's Allocation shall mean the Owner and for all unsold Unit and/or Units in the Developer's Allocation shall mean the Developer.
- 1.28 **UNDIVIDED SHARE** - shall mean the undivided proportionate indivisible part or share in the said Land attributable to either party's allocation as in the context would become applicable.
- 1.29 **UNITS/SALEABLE SPACES** - shall mean self contained flats, apartments, offices, show rooms, car parking spaces and/or other space(s) in the New Building(s) capable of being held independent of each other.
2. **INTERPRETATION :**

- i) when calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
- iv) all references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.
- v) the words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or section thereof.
- vi) Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, terms or direction any time issued under it.
- vii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novated.

3. DATE OF COMMENCEMENT AND TIME FOR COMPLETION AND DURATION:

- 3.1 This Agreement shall be deemed to have commenced on and with effect from the date of execution of this Agreement (hereinafter referred to as the **COMMENCEMENT DATE**).
- 3.2 The New Buildings upon the said Land shall be constructed, erected and completed by the Developer in Phases and within a period of 36 (thirty six) months with a grace period of 6 (six) months (subject to Force Majeure) from the latest date of obtaining all the Consents for the development of the said Land and commencement of construction. In case of delay in completing the Project (except due to Force Majeure), the Developer shall be liable to the Owner for such compensation as may be mutually decided by the Owner and Developer.
- 3.3 Time and performance of the respective obligations of the parties is the essence of this Agreement.
- 3.4 This Agreement shall remain in full force and effect until such time the construction and completion of the New Buildings are made within the stipulated period in terms of in all respects and the possession of respective allocations has been made over to / taken over by the concerned parties and the respective deeds of transfer are duly made and registered in favour of the intending transferees and management and affairs of the New Buildings is handed over to the Association of the co-owners of the New Building(s) upon the said Land.

4. OWNER'S COVENANTS AND REPRESENTATIONS:

- 4.1 At or before execution of this agreement, the Owner and its directors namely Mr. Amit Gupta, Mr. Sanjay Gupta and Mr. Anurag Gupta have assured, represented and warranted to the Developer as follows:-
 - i) That the said Land is free from all encumbrances mortgages, charges liens, lispendens, debentures, wakf, trusts, benami transactions, attachments, bargadar, leases, tenancies, occupancy rights, uses, acquisition, requisition, vesting, alignment, claims, demands and liabilities whatsoever or howsoever;
 - ii) That the Owner has the clear marketable title of the said Land and no person has ever

- iii) That the Owner has not dealt with any part or portion of the Land in any manner nor created any third party right or title or interest therein, and has not entered into any agreement, contract etc. in respect thereof, and the Land is free from any charges and all outgoings including land revenues thereof have been paid in full by the Owner;
 - iv) That the Owner has been and continues to be in vacant, peaceful and physical possession of the said Land and there are no outstanding actions, claims or demands between the Owner and any third party;
 - v) That the said Land is a single block of contiguous plots of lands with a minimum frontage of 100 ft. abutting the Rajarhat Main Road and no part or portion of the said Land is a ditch or water body of any nature;
 - vi) That neither the Owner nor its predecessor(s) in title have at any time held any land in excess of the prescribed ceiling limit under the West Bengal Land Reform Act 1955 and/or the Urban Land Ceiling Act 1976, and/or any other statute, central, state or local;
 - vii) That no part or portion of the said Land is the subject of any vesting order or acquisition by any government and/or authority, statutory or otherwise;
 - viii) That there are no legal or other proceedings pending in respect of any part or portion of the Land and/or against the Owner and there are no unfulfilled or unsatisfied judgments, injunctions or attachments, court orders, debts, notices etc. against the said Land;
 - ix) That there is no matter which may adversely or materially affect the value of the Land or its development, usage or enjoyment or cast any doubt on the rights created in favour of the Developer in terms hereof;
 - x) That the said Land or any part thereof is not affected by any requisition or acquisition or alignment of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings has been received or come to the notice of the Owner and the said Land is not attached and/or liable to be attached under any decree or order of any Court of Law or dues of the Income Tax, Revenue or any other Public Demand;
 - xi) That no suit and/or any other proceedings and/or litigations of material effect are pending against the Owner or in respect of the said Land or any part thereof and that the said Land is not involved in any civil, criminal or arbitration proceedings and no such proceedings and no claims of any nature (whether relating to, directly or indirectly) are pending or threatened by or against the Owner in respect of the said Land;
 - xii) No public demand or recovery proceedings are pending against the Owner;
 - xiii) The Owner has full right, power and authority to enter into this Agreement;
 - xiv) The Owner has got the said Land, duly mutated in its name in the Land Reforms Record of Rights of the Block Land & Land Reforms Officer, Gopalpur, as also with the Rajarhat Gopalpur Municipality.
- 4.2 Relying upon the said representations, assurances and warranties of the Owner and its aforesaid directors and acting in true faith thereof the Developer has agreed to develop the said Land and enter into this agreement with the Owner for the consideration and under the terms recorded hereunder.

5. GRANT OF DEVELOPMENT RIGHTS:

- 5.1 The parties have mutually agreed and framed a Scheme for development of the said Land by undertaking the construction, erection and completion of new buildings containing units/ saleable spaces mainly meant for residential purposes and for the said purpose, the Owner has granted the exclusive rights and authority in favour of the Developer to enter upon, hold and develop the said Land for commercial exploitation thereof.
- 5.2 The Developer has accepted the exclusive right and authority to undertake at its own cost

5.3 The parties have agreed to fulfill their respective obligations as recorded and contained in this agreement.

6. **OWNER'S OBLIGATIONS AND COVENANTS:-**

6.1 The Owner has undertaken and assured the Developer to fulfill the following obligations on its part:

- i) The Owner has applied for conversion of the said Land from 'Sali' to 'Bastu' and shall cause such conversion by and within 31st December 2012.
- ii) The Owner shall, at the reasonable costs and expenses of the Developer, cause to construct the boundary walls around the said Land by and within 31st December 2012.
- iii) The Owner shall cause separate assessment and apportionment of the said Land with the Rajarhat Gopalpur Municipality by and within 31st December 2012.
- iv) The Owner at its costs and arrangements shall be solely responsible and liable to remedy, rectify and remove all claims or disputes, if any arising in respect of the said Land at any time in future.
- v) The Owner shall apply for and obtain necessary "No Objection Certificate" from the competent authority under the Urban Land (Ceiling & Regulations Act), 1976 for the purpose of development of the said Land.
- vi) The Owner shall obtain necessary clearance from the Airport Authority of India for development of the said Land by and within 31st December 2012.
- vii) The Owner shall answer and satisfy all queries and requisitions raised by any transferee/ purchaser, financial institutions, banks or any statutory authority with regard to the title in respect of the said Land.
- viii) The Owner shall render and extend all reasonable co-operation, help and assistance to the Developer for the successful completion of the Project on the said Land.

6.2 The Owner shall not -

- i) cause any interference and/or hindrance in the development of the said Land.
- ii) do any act, deed and/or thing whereby the Developer may be prevented and/or deprived from its right to the share of the Developer's Allocation as stated above and also such other rights created under this Agreement or subsequent hereto.
- iii) do anything in contravention/ violation of this Agreement.
- iv) do nor permit any one to do any act deed matter or thing which may affect the development, construction and marketability of the said Project or which may cause charges, encroachments, litigations, trusts, liens, litigations, attachments and liabilities upon the said Land and/ or the New Buildings intended to be constructed thereupon.
- v) transfer, grant lease, mortgage and/or charge the said Land or any portions thereof save in the manner envisaged by this Agreement.

6.3 Simultaneously with the execution of this agreement, the Owner shall grant and execute two General Powers-of-Attorney in favour of the authorised representatives of the Developer to (i) do act and perform necessary acts deeds and things necessary and/ or required for the purpose of the development of the said Land, and (ii) to sale and transfer the Units/ Saleable Spaces comprised in the Developer's Allocation.

6.4 Notwithstanding grant of the aforesaid Powers of Attorney, the Owner at the request of the Developer shall (i) sign and execute necessary applications, affidavits, undertakings and other documents as necessary/ required from time to time for the purpose to be submitted to the concerned departments/ authorities for the development of the said Land, and (ii) sign and execute necessary deeds and documents for the purpose of transfer of the Units/Saleable Spaces comprised in the Developer's Allocation in favour of the Developer and/or its intending transferees without any claim of sale

- 6.5 The Owner shall keep the Developer saved harmless and indemnified from and against any losses actions suits claims and proceedings caused due to any defect in title of the Owner in respect of the said Land.

7. **DEVELOPER'S RIGHTS, OBLIGATIONS AND COVENANTS:**

- 7.1 The Developer is hereby authorized and shall be entitled to do act and perform the followings in terms of this agreement:

- i) To prepare a scheme for development of the said Land;
- ii) To prepare plans maps and drawings for construction of the New Building at the said Land and submit the same for sanction and approval before the Rajarhat Gopalpur Municipality and/or other statutory authorities;
- iii) To apply for and obtain all consents approvals sanctions and/or permissions as may be necessary and/or required for undertaking development of the said Land;
- iv) To apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities as may be required for the construction of the New Buildings in the said Project;
- v) To cause modifications rectifications and revalidations of the Plan sanctioned for the development of the said Land;
- vi) To take such steps as are necessary to divert all pipes, cables or other conducting media in, under or above the Land and which need to be diverted as a result of the Development;
- vii) To appoint their own professional team for causing development of the said Land;
- viii) To demolish the existing building/ structures at the said Land and dispose of and clear the debris of the same from the said Land;
- ix) To install all electricity, gas, water, telecommunications, and surface and foul water drainage to the said Land;
- x) To serve such notices and enter into such agreements with statutory undertakings or other companies as may be necessary to install the services;
- xi) To give all necessary or usual notices under any statute affecting the demolition and clearance of the said Land and to give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said Land and pay all costs, fees and outgoings incidental to or consequential on, any such notice;
- xii) To make deposit of necessary fees and charges with the concerned authorities for the purpose of carrying out the development work and construction of the New Buildings upon the said Land and to claim refunds of such deposits and to give valid and effectual receipt and discharge on behalf of the Owner in connection therewith;
- xiii) After completion of the construction of the New Buildings upon the said land, to apply for and obtain occupation and/or completion certificate in respect thereof or parts thereof from the concerned authorities;
- xiv) To comply or procure compliance with, all statutes and any enforceable codes of practice of the municipal authorities or other authorities affecting the said Land or the development thereof;
- xv) To take all necessary steps and/or obtain all permissions approvals and/or sanctions as may be necessary and/or required and shall do all acts deeds and things required by any statute and comply with the lawful requirements of all the authorities for the development of the said Land;
- xvi) To remain solely liable and/or responsible for all acts deeds matters and things for undertaking construction of the said New Building in accordance with the Plan and to pay perform and observe all the terms conditions covenants and obligations on the part of the Developer to be paid performed and observed.

- 7.2 The Developer shall bear all the costs, expenses, investments and charges for the

- 7.3 The Developer shall be liable and responsible for payment of salary/ allowances/ compensation to the men employed by it for the purpose of construction. The Developer shall keep the Owner indemnified against any claim that might be raised by any person employed by the Developer in connection with the project or any work ancillary thereto. Any delay in execution of the project for the reason of labour agitation shall not be construed to be force majeure.
- 7.4 After obtaining all Consents for undertaking development of the said Land, the Developer shall commence and/or proceed diligently to execute and complete the development of the Project in a good and workmanlike manner with good quality materials.
- 7.5 The Developer shall be entitled to obtain necessary utilities and connections for the said Land.
- 7.6 The Developer shall raise Rs. 2,00,00,000/- (Rupees Two Crores only) for the Owner by way of sale of Units/Saleable Spaces comprised in the Owner's Allocation to various prospective buyers at the minimum rate of Rs. 2,000/- (Rupees Two Thousand only) per square feet less brokerage costs (if any) within 31st December 2012, together with the proportionate attributable number of car parks at the rate of Rs. 2,00,000/- (Rupees Two Lacs only) per car park.

8. AREA DISTRIBUTION/SPACE ALLOCATION AND TRANSFER OF ALLOCATION:

- 8.1 The Units/ Saleable Area in the proposed New Buildings upon the said Land shall be divided and distributed by and between the Owner and the Developer in the ratio of 40:60 respectively.
- 8.2 **OWNER'S ALLOCATION:** In consideration of the Owner's rights, title and interest in the said Land and also in consideration of the Owner granting the rights of development of the said Land and the Developer's Allocation in the New Buildings upon the said Land and in further consideration of the Owner fulfilling its obligations under this agreement, the Owner shall be entitled to 40% (forty per cent) of the area of the Units/Saleable Spaces in the proposed New Building **TOGETHER WITH** the undivided proportionate impartible share in the said Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities.
- 8.3 **DEVELOPER'S ALLOCATION:** In consideration of the Developer undertaking the project of development of the said Land and also in consideration of the Developer incurring and bearing various costs and expenses in this regard and in further consideration of the Developer fulfilling its obligations under this agreement, the Developer shall be entitled to 60% (sixty per cent) of the area of the Units/Saleable Spaces in the proposed New Building **TOGETHER WITH** the undivided proportionate impartible share in the said Land attributable thereto **TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities **AND TOGETHER WITH** the entire signage space.
- 8.4 The Owner shall have the right to display its name and logo in the signage space.
- 8.5 At the time of submission of the plan to the concerned authorities for sanction, the Developer shall identify and demarcate the Units/Saleable Spaces comprised in the Owner's Allocation and Developer's Allocation equitably.
- 8.6 In case of any variation in the plan finally sanctioned from the plan submitted for

8.7 The decision of the Architects regarding measurement of area constructed and all aspects of construction and development including the quality of materials shall be final and binding on the Parties.

8.8 The parties herein shall be entitled to enter into and execute agreements, deeds and other necessary documents for sale and transfer of their respective allocations and present the same for registration before the concerned registering authorities and also receive and realize the proceeds thereof.

9. **POSSESSION:**

9.1 Simultaneously with the execution of this agreement, the Owner has allowed the Developer the exclusive and irrevocable right to enter upon the said Land for the purpose of development in terms hereof.

10. **TITLE DEEDS:**

10.1 Immediately after the execution of this agreement, the original documents of title in respect of the said Land (hereinafter referred to as the said Title Deeds details whereof shall appear from the Sixth Schedule hereunder written) shall be kept in a bank locker to be opened in the joint names of the authorised representatives of the Owner and the Developer during the subsistence of this Agreement subject to the rights of the parties herein to jointly inspect, take out and produce the same before the concerned authorities as may be required from time to time. After completion of sale and transfer of entire Units/Saleable Spaces in the proposed New Building in favour of the intending transferees and upon formation of the Association, the Original Title Deeds shall be taken out from the said bank locker and shall be delivered to such Association.

11. **DEPOSITS, FINANCIALS AND EXTRA CHARGES:**

11.1 The Developer shall keep in deposit a sum of Rs. 50,00,000/- (Rupees Fifty Lacs only) as Interest-free Deposit ("Deposit") with Owner. The said Deposit has been paid by Developer to the Owner in the manner as under:

(i) Rs. 50,00,000/- (Rupees Fifty Lacs only) simultaneously with the execution of this agreement.

11.2 The said Deposit shall be refunded to the Developer by the Owner from the sales of Units/Saleable Spaces comprised in the Owner's Allocation proportionately.

11.3 The Transferees shall pay to or deposit with the Developer the extras and deposits mentioned in the Third Schedule hereunder written for their respective Units.

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

12.1 All the Units/Saleable Spaces allocated to the Developer as well as to the Owner in the New Buildings shall be marketed by the (1) Developer, or (2) a common marketing agency to be appointed by the Developer after discussion with the Owner (collectively Marketing Format). The Owner and the Developer shall also have the right to sell the units/ saleable spaces appertaining to their respective allocations directly to the prospective buyers/ transferees. The marketing, advertising and publicity costs shall be shared between the Owner and Developer in proportion to the respective allocations. Such expenses shall however not exceed 3% of the total sale value of the project.

12.2 In marketing the said Project, the names and logos of the Developer shall feature in all marketing materials and the Developer shall be entitled to market and advertise its brand name for the Project of development of the said Land. The name and logo of the Owner shall be mentioned in selected marketing materials as the Owner.

market response of the project. None of the parties herein (Owner or Developer) shall sell or market any space under such basic price.

- 12.4 All the agreements, deeds and documents for sale and transfer of the Units/Saleable Spaces comprised in the Owner's Allocation as well as the Developer's Allocation in the Project shall contain common restrictions, stipulations, covenants, terms and conditions for use and enjoyment of the Units/ Saleable Spaces, as prepared by the Developer.
- 12.5 The Developer and Owner shall execute and present for registration before the appropriate registering authorities Deeds of Conveyance or other documents for sale and transfer of the Units/ Saleable Spaces for their respective allocations in favour of the intending transferees and the cost for stamp duty and registration charges in respect thereof shall be borne by the intending transferees.
- 12.6 The Developer and Owner shall be entitled to sale and transfer their respective allocations or any portion thereof and if for any reason whatsoever the same or any part thereof is mutually agreed to be sold and transferred jointly then the parties hereto shall do so by joining in necessary deed and documents accordingly.

- 12.7 The Transferees of the Owner's Allocation and also the Developer's Allocation shall be liable to pay the Common Expenses regularly, punctually and periodically.

13. MUNICIPAL TAXES AND OUTGOINGS:

- 13.1 All rents, rates, taxes, cess, land revenue/khajana, electricity dues, municipal taxes, water taxes and all other outgoings in respect of the said land for the period upto to the date of Agreement shall be borne, paid and discharged by the Owner as and when due.
- 13.2 From the date of this Agreement, the Developer shall pay the property taxes in respect of the said Land till such time the New Building(s) is/are completed, after which, the Transferees shall become liable and responsible for payment of the property taxes and all other statutory outgoings proportionately.

14. POST COMPLETION MAINTENANCE:

- 14.1 On completion of the New Buildings, the Developer shall give a notice to the Owner for taking over possession of the Owner's Allocation (Notice for Possession). On receipt of such notice, the Owner shall within 15 (fifteen) days thereafter take over possession of the Units/Saleable Spaces comprised in the Owner's Allocation subject to immediate refund of the entire Deposit and payment/deposit of the extra charges/deposits mentioned in the Third Schedule to the Developer upon transfer of the units/ saleable spaces to the transferees.
- 14.2 On and from the date of expiry of the Notice for Possession, the Owner shall be deemed to have taken over possession for the purpose of determination of liability and shall become liable and responsible for the payments of maintenance charges, rates and taxes, land revenue, Municipal tax and other statutory taxes in the ratio of their respective allocations irrespective of the fact whether actual physical possession was taken or not.
- 14.3 The Parties and their respective nominees/transferees shall punctually and regularly pay the maintenance charges, Rates and taxes, land revenue, Municipal tax and other statutory obligations for their respective allocations to the concerned authorities/ Association and the parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequent

the Project until the time the Association is caused to be formed for the aforesaid purpose. The parties herein and their respective transferees shall abide by all the rules and regulations to be framed for the management of the affairs of the New Buildings in the Project.

14.5 The Developer or the Maintenance Agency or the Association upon its formation shall manage and maintain the Common Areas, Facilities and Amenities of the New Buildings in the Project and shall collect the costs and service charge therefor (Maintenance Charges). It is clarified that the Maintenance Charges shall include premium for the insurance of the New Buildings, land tax, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges and charges of capital nature for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments.

14.6 The Owner shall cooperate with the Developer fully and shall also sign all documents and papers necessary for the purpose of formation of the Association as per the relevant law. All the owners of Units/Saleable Spaces in the New Building(s) at the said Premises shall be required to become member of such Association and shall pay their respective share of maintenance charges at the rate as may be fixed by the Association.

15. COMMON RESTRICTIONS:

15.1 The Project shall be subject to the restrictions intended for common benefit of all occupiers of the New Buildings as are framed by the Developer.

15.2 For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, all occupants of the New Buildings in the said Project shall permit the Developer, the Maintenance Agency and/or the Association upon its formation, with or without workmen, at all reasonable time, to enter into their occupied units and spaces.

15.3 It is agreed between the parties that the Developer and/or the Association upon its formation shall frame a scheme for the management and administration of the New Buildings in the Project and all the occupiers of the building shall perpetually in succession, abide by all such rules and regulations framed.

16. INDEMNITY:

16.1 The Developer shall remain fully responsible and shall indemnify and keep the Owner saved, harmless and indemnified of from and against any and all losses, actions, claims, damages or liabilities (whether criminal or civil) in relation to the construction of the New Buildings and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's contractors, employees in the quality and workmanship of construction work or violation of any permission, rules regulations or bye-laws or arising out of any accident, mishap or otherwise.

16.2 The Owner shall remain fully responsible and shall indemnify and keep the Developer saved, harmless and indemnified of from and against any and all losses, actions, claims, damages or liabilities (whether criminal or civil) suffered by the Developer due to any defect in the title of the Owner or any claim from any persons in respect of the said Land or any of its representations and the warranties being incorrect or due to default or breach or non-observance of any of the obligations of the Owner under this Agreement.

17. MISCELLANEOUS:

- 17.2 The Owner and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 17.3 Nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 17.4 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 17.5 It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings in the Project 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 Owner. Further, various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been mentioned herein. The Owner hereby undertake 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 the purpose and the Owner also undertake to sign and execute all additional applications and other documents.
- 17.6 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 17.7 The Owner shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owner indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Developer's Allocation. Similarly, the Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Owner's Allocation or any part thereof and the Owner shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Owner's Allocation.
- 17.8 The name of the project shall be decided by the Developer.
- 17.9 It has been agreed by and between the parties that if any Government acquired land adjacent and/or connected to or abutting the said Land is released in favour of the Owner during the subsistence of this agreement, then such released lands shall form part of the project hereby agreed to be undertaken by the Developer under the same terms and conditions as covenanted herein without any additional deposit.
- 17.10 It has been agreed between the parties that they shall observe and perform and comply with all the terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by the statutory authorities concerned from time to time for the project.
18. **FORCE MAJEURE:**
- 18.1 Force Majeure shall mean and include any event preventing either Party from performing any or all of its obligations under this agreement, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented, including, without limitation, flood, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions for reasons outside the control of either Party) or any relevant Government

the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure. Neither the Owner nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

- 18.3 The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavors to bring the event of Force Majeure to a close or to find a solution by which the Agreement may be performed despite the continuance of the event of Force Majeure.

19. **ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions/correspondence and agreements between the Parties, oral or implied.

20. **AMENDMENT/MODIFICATION:**

No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by the parties hereto.

21. **NOTICE:**

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

a) In case of the Owner:

Mr. Amit Kumar Gupta
c/o M/s LGW Limited
Narayanpur, North 24-Parganas,
P.S. Airport, West Bengal, Pin: 700136.

b) In case of the Developer:

Mr. Rajendra Prasad Agarwala
c/o M/s Mainstay Nirman LLP
Narayani Building, 1st floor,
27, Brabourne Road, P. S. - Hare Street
Kolkata - 700 001.

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

- a) If delivered personally, at the time of delivery.
b) 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.

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

22. **SPECIFIC PERFORMANCE:**

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

23. **COUNTERPARTS:**

This Agreement has been executed in two originals or counterparts, each in the like form and all of which shall constitute one and the same document.

24. **WAIVER:**

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorised representative of the waiving Party. Any delay, tolerance or indulgence shown by either party hereto in enforcing the terms and conditions of this Agreement or any forbearance or giving of time to the other party by such party in respect of any breach or non-compliance of any of the terms and conditions of this Agreement by other party shall not in any manner prejudice the rights herein mentioned of such party.

25. **SEVERABILITY:**

If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

26. **ARBITRATION:**

The parties hereto shall attempt to settle any disputes or differences in relation to or arising out of or touching any affair of 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. If the parties hereto fail to settle the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes, if not solved/settled, shall be referred to, and finally resolved by, arbitration by an Arbitration Tribunal consisting of one arbitrator each to be appointed by either party and a third arbitrator to be appointed by the two appointed arbitrators in terms of the Arbitration and Conciliation Act, 1996 and Rules and amendments made thereunder. The arbitration proceedings shall be conducted at Kolkata and in English.

(SAID LAND)

ALL THAT the piece and parcel of land containing an area of 85.69 Sataks be the same a little more or less, appertaining to LR Khatian No. 4835 together with the asbestos shed structures standing thereon having an aggregate covered area of 729 Sq. ft. situate lying thereupon being municipal holding no. R-G-M 5/129 Block - I at Mouza Gopalpur J.L. No.2, Police Station Airport (formerly Rajarhat), within the ambit of Rajarhat-Gopalpur Municipality in the District of North 24 Parganas comprised in-

R.S. Dag Nos.	L.R. Dag Nos.	Area (Sataks)
3315(P)	3315(P)	24.00
3322(P)	3322(P)	14.50
3323	3323	02.00
3324	3324	04.00
3325(P)	3325(P)	08.50
3326(P)	3326(P)	08.00
3328(P)	3328(P)	07.19
3331	3331	14.00
3321(P)	3321	00.50
3332(P)	3332(P)	03.00
	Total	85.69

The said Land is butted and bounded by as follows:-
 On the North:- 80" wide road;
 On the East:- Rajarhat Main Road;
 On the South:- Dag Nos. 3332(P) and 3322(P);
 On the West:- Dag Nos. 3330, 3321(P) and 3347.

THE SECOND SCHEDULE ABOVE REFERRED TO:
 (COMMON EXPENSES)

1. Repairing rebuilding repainting improving or other treatments as are necessary for keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof
2. Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workmanlike manner of all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the respective buildings of the complex and decorating and colouring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tidy/ clean and pollution free condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repaired and clean and tidy condition and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of clearing repairing reinstating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the complex.
7. Insuring any risks of damages to the common facilities.
8. Cleaning as may be necessary of the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common roads and halls.

12. Providing and arranging for the daily emptying of receptacles/ garbage bins for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the various buildings of the complex or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.
15. Generally managing and administering the development and protecting the amenities in the new building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the complex excepting those which are the responsibility of the owner/occupier of any Unit/Unit
18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television serials and such other equipment as may from time to time be considered necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management of the staff employed by the Association and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Association it is reasonable to provide.
21. In such time to be fixed annually as shall be estimated by the Association (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Association for the owners of the Units and shall only be applied in accordance with the decision of the Association.
23. The charges/fees of any professional Company/Agency appointed to carry out maintenance and supervision of the complex.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(DEPOSITS/EXTRA CHARGES/TAXES)

- **Special Amenities/Facilities:** provision of any special amenities/facilities in the common portions including Club Development, Club Membership charges etc.
- **Upgradation of fixtures and fittings:** improved specifications of construction of the said complex over and above the Specifications described.
- **Common Expenses/Maintenance Charges/Deposits:** proportionate share of the common expenses/maintenance charges as may be levied.
- **Sinking Fund**
- **Transformer and allied installation:** Obtaining HT/LT electricity supply from the supply agency through transformers and allied equipments.
- **Formation of Association**
- **Rates & Taxes:** deposits towards Municipal rates and taxes, etc.
- **Service Tax, Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body payable on the transfer, acquisition and/or handing over of the Owners' allocation by the Developers to the**

- Internal Layout Change: any internal change made in the layout of the Owner's Allocation and/or upgradation of fixtures and fittings.
- Any other Charges levied to other Transferees

THE FOURTH SCHEDULE ABOVE REFERRED TO:

**PART - I
(DEVELOPER'S ALLOCATION)**

60% (sixty percent) of the total constructed area of the Project to comprise in various flats, units, apartments, and/or constructed spaces of the buildings to be constructed on the said land TOGETHER WITH the share in the same proportion in car parking spaces (open and covered) TOGETHER WITH the undivided proportionate impartible part or share in the said land attributable thereto TOGETHER WITH the share in the same proportion in all Common Areas, Facilities and Amenities AND TOGETHER WITH the entire signage space.

**PART - II
(OWNER'S ALLOCATION)**

40% (forty percent) of the total constructed area of the Project to comprise of various flats, units, apartments, and/or constructed spaces of the buildings to be constructed on the said land TOGETHER WITH the share in the same proportion in car parking spaces (open and covered) TOGETHER WITH the undivided proportionate impartible part or share in the said land attributable thereto AND TOGETHER WITH the share in the same proportion in all Common Areas, Facilities and Amenities.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(SPECIFICATIONS)

- FLOORING** - Vitrified tiles in drawing, dining.
- BEDROOMS** - Ceramic / Vitrified tiles.
- TOILETS AND KITCHEN** - Ceramic tiles (antiskid quality).
- GROUND FLOOR LOBBY** - Marble/vitrified tiles.
- STAIRCASE** - Kota stone.
- DOORS** - Decorative main door, others wooden framed enamel painted flush doors.
- WINDOWS** - Aluminium sliding windows with clear glass and grills.
- BATHROOM FITTINGS**- Ceramic tiles upto door height. Sanitary wares and CP fittings of reputed make. Hot and cold water supply.
- KITCHEN** - Granite top counters with stainless steel sink. Ceramic tiles upto 2 feet above kitchen platform.
- ELECTRICAL** - Concealed copper wiring. Semi modular switches of reputed brands.
- LIFTS** - Automatic Lifts.

THE SIXTH SCHEDULE ABOVE REFERRED TO:
(TITLE DEEDS)

- and registered with the Additional District Sub Registrar, Bidhannagar (Salt Lake City) in Book No.I Volume No.498 Pages 268 to 311 Being No.08829 for the year 2003.
2. Indenture of Conveyance dated the 22nd day of October, 2001 made between one Sk. Safluddin, therein referred to as the Vendor of the One Part and the said L G W Limited therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub Registrar, Bidhannagar (Salt Lake City) in Book No.I Volume No.398 Pages 262 to 280 Being No.07486 for the year 2001.
 3. Indenture of Conveyance dated the 11th day of September, 2000 made between one Bijoy Krishna Paul and Chandan Kumar Paul therein jointly referred to as the Vendors of the One Part and the said L G W Limited therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub Registrar, Bidhannagar (Salt Lake City) in Book No.I Volume No.132 Pages 23 to 30 Being No.5247 for the year 2000.
 4. Indenture of Conveyance dated the 28th day of April, 2000 made between one Surina Bibi, Abdul Wohab and Golaharjan Bibi therein jointly referred to as the Vendors of the One Part and the said L G W Limited therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub Registrar, Bidhannagar (Salt Lake City) in Book No.I Volume No.62 Pages 133 to 140 Being No.2461 for the year 2000.
 5. Indenture of Conveyance dated the 30th day of October, 1999 made between one Sk. Abul Kalam therein referred to as the Vendor of the One Part and one L G W Limited therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub Registrar, Bidhannagar (Salt Lake City) in Book No.I Volume No.112 Pages 59 to 66 Being No.4451 for the year 1999.
 6. Indenture of Conveyance dated the 11th day of June, 2001 made between one Mokter Ali, Anar Ali, Asraf Ali, Sahidul Islam, Saflukul Islam, Sahibul Islam, Imaman Bibi, Laily Begum, Lal Bibi, Sarina Bibi, Maskura Bibi, Siraj Ali, Nazrul Ali, Moharjan Bibi, Mina Bibi, Marjina Bibi, Hasina Bibi, Nagma Bibi, Muslima Bibi, Ayatan Bibi and Sakina Bibi therein jointly referred to as the Vendors of the One Part and the said L G W Limited therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub Registrar, Bidhannagar (Salt Lake City) in Book No.I Volume No.207 Pages 143 to 164 Being No.03924 for the year 2001.
 7. Indenture of Conveyance dated the 20th day of March, 2002 made between one Mst.Sokarjan Bibi, Abdul Siddique Mondal, Abdul Rahid Mondal, Mst. Mafuja Bibi, Mst. Maskura Bibi and Mst. Ramija Bibi therein jointly referred to as the Vendors of the One Part and the said L G W Limited therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub Registrar, Bidhannagar (Salt Lake City) in Book No.I Volume No.392 Pages 173 to 192 Being No.07078 for the year 2002.

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 by the said OWNER at Kolkata in the presence of:

Gopal Singh
204 ATC, Phase II, K-17
Gopal Lake
Narayanpur
PO R/Gopal Ave.
K-1736

For LGW LIMITED

[Signature]
Director

SIGNED, SEALED AND DELIVERED by the said DEVELOPER at Kolkata in the presence of:

Gopal Singh

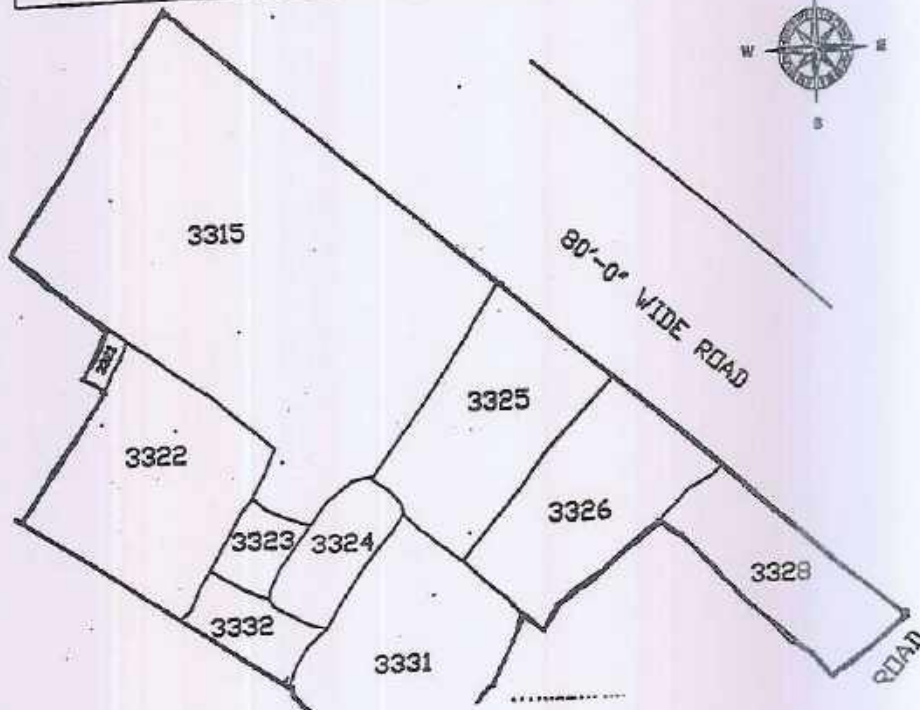
MAINSTAY NIRMAN LLP

R.P. Aggarwal























PLAN OF R.S & L.R DAG NOS. 3315 (PART), 3321 (PART), 3322 (PART), 3323, 3324, 3325 (PART), 3326 (PART), 3328 (PART), 3332 (PART) & 3331, LR KHATIAN NO. 4835, FOR A TOTAL LAND AREA OF 85.69 DECIMALS, TOGETHER WITH STRUCTURES, MEASURING TOTAL COVERED AREA OF 728 SQ.FT. MOUZA GOPALPUR, J.L. NO. 2, P.S. - AIRPORT (FORMERLY RAJARHAT), RAJARHAT GOPALPUR MUNICIPALITY, DIST. NORTH 24 PARGANAS.

R.S & L.R. DAG NO.	LAND AREA (IN DECIMALS)	R.S & L.R. DAG NO.	LAND AREA (IN DECIMALS)
3315 (PART)	24.00	3326 (PART)	8.00
3322 (PART)	14.50	3328 (PART)	7.19
3323	2.00	3331	14.00
3324	4.00	3321 (PART)	0.50
3325 (PART)	8.50	3332 (PART)	3.00
TOTAL LAND AREA - 85.69 DECIMALS			

NORTH BOUNDARY	SOUTH BOUNDARY	EAST BOUNDARY	WEST BOUNDARY
80' WIDE ROAD	3332 (PART)	RAJARHAT MAIN ROAD	3330
	3322 (PART)		3321 (PART)
			3347



SPECIMEN FORM FOR TEN FINGER PRINTS

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



Government Of West Bengal
Office Of the A.D.S.R. BIDHAN NAGAR
District-North 24-Parganas

Endorsement For Deed Number : I - 13578 of 2012
(Serial No. 14810 of 2012)

Presented for registration at 17.51 hrs on :18/10/2012, at the Private residence by Rajendra Prasad Agarwala, one of the Executants.

Execution is admitted on 18/10/2012 by

1. Amit Kumar Gupta
Director, L G W Ltd, Nerayanpur, Thana:-Airport, P.O. :-, District:-North 24-Parganas, WEST BENGAL,
India, Pin :-700136.
By Profession : —
 2. Rajendra Prasad Agarwala
Partner, Malnstay Nirman Lip, Narsyeni Building, 1st Floor, 27, Brabourne Road, . . Thana:-Hare St.
P.O. :-, District:-Kolkata, WEST BENGAL, India, Pin :-700001.
By Profession : Others
- Identified By Gopal Jhunjhunwala, son of S S Jhunjhunwala, 204 A J C Bose Road, P.O. :-
District:-Kolkata, WEST BENGAL, India, Pin :-700017, By Caste: Hindu, By Profession: Others.

(Debasish Dhar)
ADDITIONAL DISTRICT SUB-REGISTRAR

Admissible under rule 21 of West Bengal Registration Rule, 1952 duly stamped under schedule 1A,
Article number : 4, 5(f) of Indian Stamp Act 1899.

Amount By Cash

Rs. 21.00/-, on 31/10/2012

(Under Article : E = 21/- on 31/10/2012)

Certified that the market value of the property which is the subject matter of the deed has been
assessed at Rs.-8,25,38,699/-
Certified that the required stamp duty amount is Rs.- 75020 /- and the Stamp duty paid as:
Impressive Rs.- 500/-



(Debasish Dhar)
ADDITIONAL DISTRICT SUB-REGISTRAR

21 OCT 2012



Government Of West Bengal
Office Of the A.D.S.R. BIDHAN NAGAR
District-North 24-Parganas

Endorsement For Deed Number : 1 - 13578 of 2012
(Serial No. 14810 of 2012)

Deficit stamp duty

1. Rs. 48000/- is paid, by the draft number 642736, Draft Date 17/10/2012, Bank Name State Bank of India, BALLYGUNGE, received on 31/10/2012
2. Rs. 26650/- is paid, by the draft number 641637, Draft Date 17/10/2012, Bank Name State Bank of India, BALLYGUNGE RAILWAY STN, received on 31/10/2012

(Debasish Dhar)
ADDITIONAL DISTRICT SUB-REGISTRAR



31 OCT 2012

Addl District Sub-Registrar
Bidhan Nagar (Debasish Dhar)
ADDITIONAL DISTRICT SUB-REGISTRAR

DATED THIS DAY OF 13th OCTOBER, 2012

BETWEEN

LGW LIMITED

... OWNER

AND

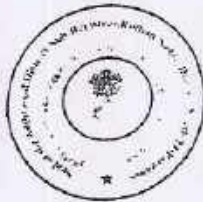
MAINSTAY NIRMAN LLP

... DEVELOPER

AGREEMENT

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 19
Page from 449-1 to 4815
being No 13678 for the year 2012.



X
(Debasish Dhar) 02-November-2012
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. BIDHAN NAGAR
West Bengal