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प्रश्निकमच्छा पश्चिम बंगाल WEST BENGAL

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Certified that the document is admitted for registration. The signature sheets and the endroement sheets attached with the document are the part of this document.

ms
District Sub-Register-III
Alipore, South 24-pargana.

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this the 20th day of December Two Thousand and Sixteen BETWEEN (1) BDJ STAMPINGS INDUSTRIES LIMITED (PAN AABC0349K) a Company incorporated under the Companies Act, 1956 having its registered office at 8, Rai Charan Pal lane, P.O Gobindo Khatik Road, P.S Topsia, Kolkata- 700046, represented by its Director, Sri Rakesh Jhunjhunwala, son of Late Brahmdukt Jhunjhunwala, hereinafter referred to as the OWNERS (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 SRIJAN REALTY

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Serial..... Date.....
Name - S.C. Mazumder (Ader)
Address - Alipore Police Court Kol-27
Res.....
Sign.....
A. K. PURKAYASTHA (STAMP VENDOR)
Alipore Police Court Kol-27

[Handwritten signature]

Manish Bajaria



vet-5335

For SRIJAN REALTY (P) LIMITED

Manish Bajaria
Director / Authorised Signatory



vet-5336

BDJ STAMPINGS INDUSTRIES LTD.

Ronald Rajan

Director

District Sub-Registrar-III
Alipore, South 24 Parganas
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for Mr
Alipore police Ct.
Kol-27

PRIVATE LTD. (PAN AAHCS6112K) a Company incorporated under the Companies Act 1956 having its regd Office at 36/1A, Elgin Road, P.O.Lala Lajpat Rai Sarani, P.S Bhowanipore, Kolkata – 700 020 represented by **Mr. Manish Bajoria**, Director, son of Late Madhav Prasad Bajoria, hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors-in-interest and assigns) of the **OTHER PART**. (the expression "**Parties**" shall mean collectively the Owner and the Developer and the expression "**Party**" shall mean the Owner and the Developer individually

WHEREAS:-

A The Owners whose title recital alongwith details of title documents are set out in the **SEVENTH SCHEDULE** hereunder written, is presently seized and possessed of and/or otherwise well and sufficiently entitled to All that the pieces and parcels of land containing an area of 2 Bighas 8 Cottahs 2 Chittack 27 Sqft., more or less, situated at Premises No. 8/2 Rai Charan Pal Lane Kolkata – 700046 And 3 Cottahs 10 Chittack 4 Sq ft in the adjacent Premises No. 8/3 Rai Charan Pal Lane Kolkata 700046 Police Station Topsia under Kolkata Municipal Corporation in the District of 24 Parganas (South) more fully and particularly described in Parts – I and II of the First **Schedule** hereunder written and shown in the map or plan annexed hereto wherein Premises No. 8/2 Rai Charan Pal Lane is bordered with Color "**Green**" and Premises No. 8/3 Rai Charan Pal Lane is bordered with Color "**RED**" thereon .

B. The two adjacent premises are separated by a passage admeasuring 13 Cottah 4 Chitak 34 Sq.Ft carved out by the Owner and/or the predecessors in interest of the Owner out of its land and dedicated by the Owner for common use of the occupants of both the above named premises and also for the occupants of Premises No. 8 Rai Charan Pal Lane , (the "**COMMON PASSAGE**") and shown in the map or plan annexed hereto and bordered with Color "**YELLOW**" thereon.

C. The entirety of the land comprised in the above said two premises measuring 51.79 Cottahs in the aggregate is hereinafter referred to as the "**SAID PROJECT LAND**".

D. The Owners being desirous of developing its land approached the Developer for the said purpose and upon due deliberations decided to grant the exclusive right of development of the Said Project Land to the Developer named herein.

E. The Parties from time to time negotiated the development rights and had executed an agreement to develop the Said Project Land and commercially exploit the same and by a Development Agreement dated 4th



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March 2015 and registered in the office of the DSR-III, South 24 Parganas in Book No-I, C.D Vol. No - 6, Pages 7811 to 7857, being No 02554 for the year 2015 ("**Registered Development Agreement**"), the Owner herein, therein also referred to as the Owner for the terms and conditions stated therein, granted the exclusive development rights (defined below) of the Said Project Land unto and in favour of the Developer herein, therein also referred to as the Developer.

F. Pursuant to the Said Registered Development Agreement, the Owner with the assistance of the Developer had obtained NOC from the West Bengal Fire Department, the Urban Land Ceiling Department and the Kolkata Improvement Trust and have also converted the user of the Said Project Land and also effected a separation of the premises from the earlier 8 Rai Charan Pal Lane to three premises namely 8, 8/2 and 8/3 Rai Charan Pal Lane.

G. In view of the above development, the Parties have further negotiated and decided to enter into a fresh development agreement (in place and stead of the existing Registered Development Agreement) for the consideration and on the terms and conditions hereinafter appearing as if this Agreement along with all its schedules shall constitute the sole and entire agreement between the Parties and shall be deemed to have been executed in supersession of the Registered Development Agreement and the Registered Development Agreement shall be and shall always be deemed to have been canceled.

H. The parties have mutually agreed and framed a Scheme for development of the Said Project Land and accordingly the Owners shall:-

- a) do or cause to be done all deeds and things at its costs and expenses to satisfy the Developer as to the title of the Owner to the Said Project Land.
- b) at its own costs and expenses make out marketable title, free from all encumbrances and hand over vacant and peaceful possession of the Said Project Land immediately after execution of this Agreement, for the purpose of development unto the Developer and shall answer all requisitions that may be made by the Developer.
- c) construct boundary wall at any unbanded portion of the Said Project Land separating the two premises and the Common Passage at its costs and expenses.



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d) be responsible for any litigation related to the title of the Owners to the Said Project Land and shall bear all costs associated in that respect.

e) render all possible co-operation to the Developer in order to enable the Developer to obtain best possible FAR with incremental benefit resulting from Services and the Metro railway passing by in the near vicinity of the Said Project land. The cost of getting such additional FAR, if any, and all other and related cost other than development cost will, however, be borne by the Owners.

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

g) cause the Developer to always remain liable or responsible to the Owners to comply with its obligations and/or commitments towards the Owners under this agreement, notwithstanding the method of development the Developer may adopt in future.

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

1. DEFINITIONS:

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

ADVOCATES shall mean Shri Chandra Prakash Kakarania, Advocate of Room No. 96, 3rd Floor, Right Block, 10, Old Post Office Street, Kolkata – 700 001



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

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

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

ARCHITECT – shall mean Shri Subir Kumar Basu of No. 4, Broad Street, Kolkata – 700019 or such person or persons who may be appointed by the Developer as the Architect for the Complex/Project

ASSOCIATION shall mean any company incorporated under the Companies Act, 2013 or any Association or any Syndicate or a Committee or registered Society as may be formed by the Developer for the Common Purposes under the applicable law(s) 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 and/or with the relevant law(s).

PARKING SPACE – shall mean all the vehicle parking spaces in the portions of the Complex, whether open or covered, expressed or intended to be reserved for parking of motor cars/scooters/other vehicles, as the case may be.

COMMON AREAS, FACILITIES AND AMENITIES – shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, overhead water tank, water pump and motor, drive-ways, common lavatories, Generator, transformer, if any, Effluent Treatment Plant, if any, Fire Fighting systems, rain water harvesting areas, if any, and other facilities in the Complex, which may be decided by the Developer in its absolute discretion or as may be so required under the relevant law(s) and so provided by the Developer, and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Complex Provided That the Developer shall be liable to provide the minimum areas, installations and facilities as are included in the **SECOND SCHEDULE** hereunder written.

COMMON EXPENSES -- shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and



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Amenities and for rendition of common services in common to the transferees and all other expenses for the Common Purpose including those mentioned in the **THIRD SCHEDULE** hereunder written which shall arise after obtaining Completion Certificate and to be contributed, borne, paid and shared by the transferees. Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-charge, for the time being.

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

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

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

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

DEVELOPER'S ALLOCATION – shall mean **60% (sixty percent)** of the total realization from sale of constructed areas of the Complex to comprise in various flats, units, apartments, and/or constructed spaces of the buildings to be constructed on the Said Project Land **TOGETHER WITH** the share in the same proportion in vehicle parking spaces (open and covered), more fully and particularly described in Part – I of the **Fifth Schedule** hereunder written **TOGETHER WITH** the undivided proportionate impartible part or share in the Said Project Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and also the signage space and more particularly described in the **Second Schedule** hereto.

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

- (i) enter upon and take possession of the Said Project Land in accordance with this agreement for the purpose of development and construction of the Project and to remain in such possession until the completion of the Project;
- (ii) to demolish the existing structures on the Said Project Land;



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- (iii) to put up a sign board at the Project site with brief description of the the impending Project to be developed with both the Developer's and the Owner's name inscribed therein.
- (iv) appoint, employ or engage architect, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the planning, design, development and construction of the Project;
- (v) to carry out planning, design, all the infrastructure and related work constructions for the Project, including leveling, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical sub-stations, landscaping and all other common areas and facilities for the total built up area to be constructed on the Project land as may be required by any approvals, layout plan, or order of any governmental authority; and to set up site offices, marketing offices and construct sample homes/ apartments/ units;
- (vi) to launch the project for booking and receive advances on sale of units in the Project from the intending purchasers and to exercise full, exclusive and irrevocable marketing, leasing, licensing and sale rights in respect of the units and related undivided interests in the Said Project Land and enter into agreements of transfer with all intending purchasers of the units and on such marketing, leasing, licensing or sale, to receive proceeds and give receipts and hand over ownership, possession, use or occupation of the units to the intending purchasers;
- (vii) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the development rights and in connection with all the marketing, leasing, licensing or sale of the units, including execution/ registration of the unit agreements, appear and present for registration before the jurisdictional registrar or sub registrar towards registration of the documents for sale, lease or transfer of the units;
- (viii) manage the Said Project Land and the common areas constructed upon the Said Project Land till the completion of the Project and transfer/ assign such right of maintenance upon formation of the association and to retain all benefits, consideration etc. accruing from such maintenance of the Project and handover the Project to the association on its formation;
- (ix) apply for and obtain any approvals in the name of owners or wherever required under the applicable law in the name of the Developer, including any temporary connections of water, electricity, drainage and sewerage in the name of the Owners for the purpose of development and construction and completion of the Project or for any other exploitation of the development rights



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in the Project as per this agreement:

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

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

SAID PROJECT LAND - shall mean All that the piece and parcel of land measuring 2 Bighas 8 Cottahs 2 Chittack 27 Sqft at Premises No. 8/2 Rai Charan Pal Lane Kolkata - 700046 And 3 Cottahs 10 Chittack 4 Sqft in adjacent Premises No. 8/3 Rai Charan Pal Lane Kolkata 700046 Police Station, Topsia under Kolkata Municipal Corporation in the District of 24 Parganas (South) hereunder written aggregating in all to 51,793 Cottah being offered by the Owner for development

ESCROW AGENT - means Mr. C.P.Kakrania, Advocate having his Office at Room No. 96, 3rd Floor No. 10, Old Post Office Street Kolkata - 700001;

ESCROW AGREEMENT means the agreement, if any, decided mutually to be entered into among the Owners, the Developer and the Escrow Agent.

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

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

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

OWNERS' ALLOCATION - shall mean 40% (Forty percent) of the total realization from sale of constructed areas/Saleable area of the Complex to comprise in various flats, units, apartments, and/or constructed spaces of the buildings to be constructed on the Said Project Land **TOGETHER WITH** the share in the same proportion in vehicle parking spaces (open and covered).



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more fully and particularly described in Part - II of the **Fifth Schedule** hereunder written **TOGETHER WITH** the undivided proportionate impartible part or share in the Said Project Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and also in the signage space and more particularly described in the **Second Schedule** hereto.

PLAN - shall mean the plan to be sanctioned by the concerned Kolkata Municipal Corporation (KMC) or any other sanctioning authority, as the case may be, together with all modifications and/or alterations thereto and/or revisions thereof from time to time made or to be made by the Developer either under advice or on the recommendation of the Architect as decided by the Developer from time to time and approved by the sanctioning authorities.

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

PECUNIARY CONSIDERATION - shall mean the sum of Rs.20,00,000/- (Rupees Twenty Lakhs) only paid by the Developer to the Owners (as and by way of Pecuniary Consideration towards development of the Said Project Land) on or before the execution of this agreement and which will be paid by the Developer to the Owners in addition to the Owner's Allocation.

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




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

- (i) any service tax, VAT or any other present or future taxes/cess or any other statutory or government levies or fees/ charges on development, construction or sale/transfer of any Units or otherwise on the Project;
- (ii) any electricity/ water or any other utility deposits;
- (iii) any moneys collected/ received from the Purchasers for providing facilities/ utilities including electricity, water, club amenities/ equipment etc.;
- (iv) any monies collected towards maintenance and/or contribution towards corpus fund, any amount received from the prospective Purchasers towards legal charges, share money, society membership fees, stamp duty, registration fee, documentation charges for transfer of Unit(s) and other incidental and allied costs, expenses, of all deeds, documents, agreements, collected from the prospective purchasers;
- (v) all fitment charges, furniture, machineries, equipment, furnishing, tools, etc., if any, to be provided to in the Institutional Units;
- (vi) any grants and/or subsidies to be received for or in connection or in relation with the development work of the Project from the Authorities concerned under any Governmental or Statutory Schemes.
- (vii) any payment which may be specifically stated elsewhere in the Agreement to be solely realised and appropriated by the Developer; and
- (viii) the Reimbursable Costs.

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



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SAID SHARE - shall mean the undivided proportionate indivisible part or share in the Said Project Land attributable to either party's allocation as in the context would become applicable

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

SPECIFICATION shall mean the specification for the said Complex as mentioned in the **SIXTH SCHEDULE** hereunder written subject to minor alterations or modifications which may be done with the consent of the Architect.

TITLE DEEDS - shall mean the documents of title of the Owners in respect of the Said Project Land mentioned in the **SEVENTH SCHEDULE** hereunder written and the documents of title of the Owners as available in respect of the Said Project Land.

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

TRANSFEREE/PURCHASER - according to the context shall mean all the prospective or actual transferees who would agree to purchase or shall have purchased any Unit in the Complex and for all unsold Unit remaining on completion of the Project and/or in case of space allocation any time in future, for Units remaining unsold in the Owners Allocation shall mean the Owners and for all unsold Unit and/or Units in the Developer's Allocation shall mean the Developer.

2. **INTERPRETATION:**

In this agreement save and except as otherwise expressly provided -

- i) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.
- ii) the division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions
- iii) when calculating the period of time within which or following which any act is to be done or step to be taken pursuant to this agreement, the date which is the reference day in calculating such period shall be



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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 all the aforesaid recitals shall form integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.

3. PURPOSE

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

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

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



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

- (a) The Owners trace its title from its predecessors in interest and possess clear, marketable, unfettered, absolute and unrestricted right, title and interest and pursuant thereto is seized and possessed of and/or otherwise well and sufficiently entitled to the Said Project Land which is properly identified by metes and bounds in accordance with Smart Plan. No person other than the Owner has any right, title and/or interest, of any nature whatsoever in the Said Project Land or any part thereof and the Owners has made all payments to be made in terms of the sale deed/ documents under which the Said Project Land was acquired and there are no impediments, defaults, omissions or constraints whatsoever with regard to the rights, ownership, titles, estate, privileges and interests vesting in the Owners. All current and antecedent title documents have been duly registered and stamped at the correct valuation of the Said Project Land as required under law;
- (b) The Owners has full right, power and authority to enter into this Agreement.
- (c) The Owners represent that it has made all material disclosures in respect of the Said Project Land and have provided all information in relation to the transactions contemplated herein and all original documents of title of the Owners and all other title related documents as applicable (such as Powers of Attorney, Wills, Probates, Letters of Administration, Heirship certificates, Faraznama and/or sworn affidavits affirming heirships and Court Order granting permission to Trusts, if any, enabling purchase or sale of land etc wherever necessary with regard to the chain of title) are in its custody and the Owners have already deposited the same in the custody of the Developer's Advocates, whom the parties have agreed to appoint as the Escrow Agent, to be held in Escrow and after formation of the Association, to be handed over to the Association of Apartment owners. It is agreed by and between the parties that in case Project Finance is availed by the Developer from any Bank or Financial Institutions then, and in such event, the Escrow Agent shall, upon receipt of instructions, from both the parties herein release the title documents for depositing the same with the Bank or Financial Institutions. For the purpose of due diligence by the Developer if any further documents are required, the Owners undertake to provide the same.
- (d) no part of the Said Project Land is affected by the West Bengal Thika Tenancy (Acquisition & regulation) Act 2001 or the erstwhile



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Kolkata Thika and other Tenancies and Lands (Acquisition and Regulation) Act, 1981 as amended upto date.

- (e) The Owner shall do or cause to be done all deeds and things at its costs and expenses to satisfy the Developer or its Advocates as to the title of the Owner to the Said Project Land and agree to ensure that no other person, acting under or through it, does, any act of commission or omission that (i) interferes with or causes any obstruction or hindrance in the exercise of any of the Development Rights by the Developer; or (ii) whereby the grant or assignment of the Development Rights or the rights of the Developer in respect of the Said Project Land are prejudicially affected. In the performance of their duties and the exercise of its rights, powers and authorities under this Agreement, the Owner shall act in the best interests of the Project and shall not, in any manner whatsoever do any act, deed or thing that is detrimental to or against the interests of the Developer
- (f) The Owners further represents that neither the Owners nor its predecessors held any excess vacant land within the meaning of Urban Land (Ceiling and Regulation) Act, 1976 and if required the Owners shall apply for and obtain necessary no objection certificate from the competent authority under the said Act at its cost and expenses.
- (g) The Said Project Land and all parts of it are free from all kinds of Encumbrance and third party claims including any prior sale/ agreement to sell, lease/license/ allotment etc or any other agreement or memorandum of understanding for sale, gift, mortgage, tenancy, license, trust, exchange, lease, encroachment by or settled possession of a third party or any power of attorney or any other authority, oral or otherwise empowering any other person(s) to deal with the Said Project Land or any part thereof for any purpose whatsoever, claims, loan, surety, security, lien, court injunction, litigation, stay order, notices, charges, disputes, , hypothecation, or any other registered or unregistered Encumbrance whatsoever. No part or portion of the Said Project Land has vested under any law in force and The Said Project Land is properly contiguous land and there are no impediments with regard to the development and construction of the Project on the Said Project Land;
- (h) The Owners are in absolute compliance of the Applicable Law, all statute, law, land ceiling laws, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or



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any interpretation, policy or administration including rules and regulations prescribed by the Kolkata Municipal Corporation (KMC), Kolkata Improvement Trust (KIT) as well as the Land Use & Control Development Plan of the KMDA, having the force of law of any of the foregoing, by any authority having jurisdiction over the matter in question as in effect as of the date of this Agreement;

- (i) No part or portion of the Said Project Land is presently classified as 'Industry'.
- (j) There are no structures on the Said Project Land which are recorded as 'Heritage' Property.
- (k) The Said Project Land does not fall in a Zone having any military establishment within 500 meters.
- (l) No suits and/or proceedings and/or litigations are pending in respect of the Said Project Land or any part thereof and same is not involved in any civil, criminal or arbitration proceedings and no such proceedings and no claims of any nature (whether relating to, directly or indirectly) are pending or threatened by or against Owners or in respect whereof Owners are liable to indemnify any person concerned and as far as the Owners are aware there are no facts likely to give rise to any such proceedings.
- (m) The Owners further represent that if any dispute arises in future the Owner shall be responsible for any litigation related to their title to the Said Project Land and in that event, the Owners shall, at their own costs and expenses, settle all disputes, claims, demands, suits, complaints, litigation, etc. in relation to the right, title and interest of the Owners over the Said Project Land and ensure that the development and construction of the Project by the Developer shall not be interrupted, obstructed, hampered or delayed in any manner by such disputes, claims, demands, suits, complaints, litigation, etc. Further, the Owners agree and acknowledge that in the event the Developer incurs any costs, expenses, damages etc. to rectify or remedy the title of the Owners to the Said Project Land, it shall be entitled to deduct such incurred amounts from the Owners' share in the revenue with interest. Alternatively in case the parties adopt the area sharing mode in full or in part or for the unsold areas at the end of the Project, as the case may be, then and, in such case the Owners agree to keep a suitable percentage of Owners allocated area in lien in favour of the Developer along with the right to the Developer to sell the same (after getting a confirmation in writing from the Owners of the rates at which such area is to be sold by the Developer) and recover the cost of rectification in the title of the



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Owners. The Owners further agree that if such defect in their title to their land results in litigation after agreements for sale have been entered into with intending buyers, the Owners would then be obliged to refund all such money received from the Developer along with interest @ 12 % per annum.

- (n) The Owners represent that they shall not (i) initiate, solicit or consider, whether directly or indirectly, any offers or agreements from any third party for the sale/ transfer or disposal of the Said Project Land or any rights or entitlements, including any development rights in the Said Project Land, in any manner whatsoever; (ii) enter into any arrangement or agreement of any nature whatsoever for sale/ transfer or disposal of the Said Project Land (or any rights or entitlements, including any development rights in the Said Project Land), in any manner whatsoever with any other person; (iii) negotiate or discuss with any third party the financing, transfer, mortgage of the Said Project Land (or any rights or entitlements, including any development rights in the Said Project Land); and (iv) disclose any information pertaining to this Agreement or the Said Project Land to any other person.
- (o) The Owners represent that no part or portion of the Said Project Land ever belonged to any Debtor/ trust / or to any Minor ;
- (p) The Owners shall obtain and co-operate with the Developer in obtaining all certificates which may be required, if any, for the purpose of completing the registration of sale deeds or other deeds and for transferring the title for undivided share of the Said Project Land in favour of the allottees of spaces in the New Buildings of the Complex after the Developer obtaining and/or causing the Architect to obtain, the Completion Certificate.
- (q) The Said Project Land and/or any part thereof is, not affected by any requisition or acquisition of the Govt or any other statutory body or Road alignment of any authority or authorities under any law and the Said Project Land is not attached under any decree or order of any Court of Law or dues of the Income Tax, Revenue or any other Public Demand.
- (r) There is no prohibitory orders, notices of any nature whatsoever of any Municipal Authority, or Statutory Body concerning or relating to or involving the Said Project Land or the Owners pertaining to the Said Project Land. There are no court orders or any orders/ directions from any Governmental Authority or any other person, which may have any adverse effect on the ownership of the Said



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Project Land vesting with the Owner, the contemplated transaction under this Agreement or on the development and construction of the Project;

- (s) Subject to what has been stated in this Agreement, the Owners has not done and shall not do nor permit to be done, anything whatsoever that would in any way impair, hinder and/or restrict the sole and exclusive appointment of and grant of rights to the Developer under this Agreement including, without limitation, the unfettered exercise by the Developer of the sole and exclusive right to develop the Said Project Land.
- (t) There is no dispute with any revenue or other financial department of State or Central Government or elsewhere in relation to the affairs of the Said Project Land and there are no facts, which may give rise to any such dispute.
- (w) The Said Project Land of the Owners is free of any liability or demand and There is no outstanding property taxes, rates, duties, cess, levies including assessments, water charges, electricity charges, dues or any other charges by the Municipal Authorities or any infrastructure charges, under any Applicable Law, Revenue or any other Authority or department of the State or Central Government nor is there any claim or demand by any person or persons affecting the Said Project Land., However, if at any stage any demand/notice is received from the KMC/ other authority(ies) in this respect the same shall be borne/settled solely by the Owners
- (x) On or before execution of this Agreement the Owners has and/or shall be deemed to have delivered peaceful permissive vacant possession of the Said Project Land to the Developer for undertaking development of the Project.
- (y) The Owners would be able to fulfill and complete all the other obligations set out herein after.
- (z) The Owners shall and/or shall be deemed to have given its consent to the Developer to publish appropriate notices of the impending development of the Said Project Land in the leading news papers
- (aa) The Owners has not stood as Guarantor or Surety for any obligation, liability, bond or transaction whatsoever.
- (ab) The Owners confirm that access to and egress from the Said Land is unconditionally and absolutely available for all purposes from the main road and the Owners have not entered into any arrangement



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or agreement of any nature with any Person/ third party which in any manner restricts the access/ egress to the Said Project Land from the road and may give rise to any dispute for access.

(cc) The Owners declare that the Land has a frontage of 72 feet on the Road for premises no.2/2 Raicharan Pal Lane and 50 feet on the Road for 8/3 Raicharan Pal Lane and the Developer shall be entitled to construct/ develop the Project by utilizing the optimum FAR/ FSI as feasible for development on the Said Project Land, provided that in case due to some technical reason or the Developer preparing the Plan with less FAR because of marketability of the planning/plan FAR/FSI sanctioned is less than what has been stated above, the Parties agree that the same shall not affect in any manner the rights and obligations of the Parties contained in the Agreement and the Project shall be implemented for such lower FAR/FSI sanctioned. The description of Said Project Land as represented by the Owners and provided in this Agreement is true and correct and not misleading in any respect.

(dd) The Owners state, declares and assure the Developer that based on its representation of a clear and marketable title to the Said Project Land:

- (i) the Developer can submit the declaration supported by a sworn affidavit together with the application to the Real Estate Regulatory Authority under the Real Estate (Regulation and Development) Act 2016 for registration of the Project;
- (ii) Obtain Insurance of the title of the Said Project Land as required under the said Act
- (iii) In case, however, the Developer suffers any losses or account of any defect in title of the Owners to the Said Project Land arising in future, the Owner agree to indemnify the Developer.

(ee) For the avoidance of doubts, the representations mentioned above shall survive and continue to be in force and effect from the date of execution of this agreement. The Owners undertake to notify the Developer in writing, promptly within 48 hours, if it becomes aware of any fact, matter or circumstance (whether existing on or before the date hereof or arising afterwards) which would cause any of the representations or warranties given by them herein, to become untrue or inaccurate or misleading, at any point of time.

(ff) The Owners shall, sign and execute all papers, documents, plans, declarations, affidavits and other documentations required for sanction



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and construction as and when required by the Developer without any objection of whatsoever nature and within 7 days of the request being made and the documents being made available to the Owners. In addition to the aforesaid, the Owners shall sign, execute and register a General Power of Attorney authorizing the Developer, its affiliates or its officers to act, do and perform all or any of the obligations of the Developer mentioned in this agreement. In the event any subsequent steps are required for the reasons of change in law or otherwise to sustain the Developer's Power of Attorney and all powers granted therein, the Owners shall take all such steps and do all such acts including execution and registration of a fresh power of attorney as may be required to provide the authorizations to the Developer throughout the implementation of the Project.

5. **DEVELOPER'S REPRESENTATION:** (i) The Developer has represented and warranted to the Owners that the Developer
- (i) is carrying on business of construction and development of real estate and have sufficient infrastructure and expertise in this field for the same.
 - (ii) shall complete the development of the Said Project Land in accordance with the sanction plans as modified from time to time and other parameters in this regard and in compliance with all applicable laws;
 - (iii) shall at all times perform the duties and undertake the responsibilities set forth in this Agreement in accordance with industry standards applicable to other residential and commercial developers of repute in India offering similar quality and services products and using reasonable, expeditious, economical and diligent efforts at all times in the performance of its obligations;
 - (iv) It shall continue to comply with the terms and conditions of all the consents and all other licenses, permits, approvals obtained or may be obtained in the name of the Owners for the development of the Said Project Land;
 - (v) it shall make timely payments of all taxes, cesses, duties, levies and charges and all applicable statutory dues as per applicable law payable by the Developer for the development of the Said Project Land as per the terms and conditions of this Agreement;
 - (vi) has full power and authority to execute, deliver and perform its obligations under this Agreement.



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6. **COMMENCEMENT:**

- 6.1 The development has commenced on and with effect from the 4th March 2015 (the commencement date) and this Agreement shall remain valid and in force till all the obligations of the Parties towards each other stand fulfilled and performed or till this Agreement is terminated in the manner stated in this Agreement.

7. **STRUCTURING OF THE PROJECT:**

Subject to the terms and conditions contained in this Agreement, on and from the execution of this Agreement and/or from the commencement Date, the Owners exclusively grants to the Developer and the Developer hereby accepts from the Owners, all the Development Rights in respect of the Said Project Land and the Developer shall;

- (i) register the real estate Project with the Real Estate Regulatory Authority established under the Real Estate (Regulation And Development) Act, 2016 and obtain a commencement certificate after registration of each phase separately
- (ii) develop the Said Project Land itself or through its associates and/or through any LLP or in partnership as the case may be subject, however, to the Owner complying with their obligations herein contained and subject to Owners agreeing to appointment of such associates etc.
- (iii) at its own costs and expenses be solely liable to do and comply with all acts deeds and things relating to (a) Planning of the Project, (b) preparation and Sanctioning of the Building Plans and obtaining all permissions and clearances and no objection for construction and marketing of the Project (Including Pollution, Fire, Airport Authority, BSNL Authority, CESC, Competent Authority under Real Estate (Regulation & Development) Act 2016, Promoter's Act etc.) and (c) Construction of the Project and/or the New Buildings of the Complex and making the same fit for habitation and marketing and providing insurance of the Project during the entire period of construction and/or the period of warranty and defect liability for five year from the date of issue of completion certificate(s).
- (iv) appoint all engineers, staffs, labour contractors etc., at its own costs and risks without any obligations or liability, in respect of laborers etc, upon the Owners in respect thereof and shall also appoint the Architect, Consultants & Surveyors, of the Project.
- (v) The specifications and facilities for construction shall be as per the Sixth Schedule attached herewith.



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- (vi) All sanctions, constructions, completion and delivery of the New Building(s) Complex/Project shall be done by the Developer upon due compliance of all laws and with good workmanship and good quality materials and at the sole risk and responsibility of the Developer.
- (vii) construct the Complex and/or the New Buildings in different phases as decided by the Developer.
- (viii) prepare, all applications, plans, undertakings, lay out plans, details, descriptions etc. for submission with any Government Authority for obtainment of any Approval. The Owners agree that in the event the Owners are required to obtain any Approvals or have at any point in time applied for or obtained any Approval with respect to the Project, it shall, however, provide to the Owners copies of all such applications along with documents filed and approvals obtained, as and when the same are made or obtained if so required by the Owners.
- (ix) be deemed to have taken over the vacant and peaceful possession of the Said Project Land from to the Owners for the purpose of development and construction of the Project, and the Developer shall have the right to enter upon the Said Project Land directly or through its affiliates, associates, nominees, agents, architects, consultants, representatives, contractors, and/ or assigns, to do all such acts and deeds required and/or necessary for, exercising the Development Rights and for the implementation and development of the Project. Provided however that, nothing contained herein shall be construed as delivery of possession in part, performance of any Agreement of Sale under Section 53-A of the Transfer of Property Act, 1882 or Section 2(47)(v) of Income Tax Act, 1961. The possession of the Said Project Land taken over by the Developer shall be in accordance with and for the purposes of development and construction of the Project and/or the other rights and entitlements as set forth in this Agreement.
- (x) Subject to Force Majeure and/ or any delays owing to defaults of the Owner or any acts, omissions or conduct of the Owners or any persons acting on behalf of the Owners, to complete construction and offer possession of the Units within a period of 42 (forty-two) months with a grace period of 6 months from the date all requisite Approvals for commencement of construction and development are obtained by the Developer and within the validity period of the registration of the project ("Completion Period"). The Developer shall, if the Owners may so require, provide a quarterly progress report comprising of the status of the construction and development of the Project. It is clarified that the Parties agree that any delays owing to Force Majeure; and/ or any delays owing to defaults of the Owners or any acts, omissions or conduct of the Owners or any persons acting on behalf of the Owner; shall be excluded



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from the calculation/determination of the Completion Period which is also extendable on practical/reasonable /market consideration.

- (xi) Pay all fees, costs, charges and expenses including professional fees and supervision charges in respect of the above obligations of the Developer except, however, the costs and expenses for performance of the Owner's obligations such as Mutation and title related expenses thereof and the obligation to contribute towards marketing costs in terms hereof, provided always that the Owners shall not be liable for any costs and expenses related to construction of the Project.
- (xii) In the event the Said Project Land is acquired before the commencement of construction by any Governmental Authority under any land acquisition laws, the Parties shall work together to: (i) contest, dispute and take all steps and actions, against such proposed acquisition/ acts of the Governmental Authority; (ii) ensure that the Project is executed and implemented within the remaining part of the Said Project Land. In case the acquisition becomes unassailable, the Owner shall pay (out of amounts/ benefits received by the Owners for any such acquisition to the extent possible) to the Developer the Security Deposit alongwith interest @15% p.a and/or any other amount spent by the Developer towards the project Costs. In the event, however, the Owner disputes the Project Costs then the Project Costs shall be decided by the Architect. If, however, the total amount received by the Owner towards acquisition is not sufficient to meet the total amount spent by the Developer, then, and in such event, the Owner's liability to pay the Developer is restricted to the amount received by the Owner on account of reimbursement of the Project from the Government.
- (xiv) By virtue of the rights hereby granted the Developer is authorized to build upon and exploit commercially the said land by: (1) constructing the New Buildings, (2) deal with the spaces in the New Buildings with corresponding undivided proportionate share in the Said Project Land to the extent and on the terms and conditions hereinafter contained.

8 POWERS AND AUTHORITIES:

8.1 To enable the Developer to specifically perform its obligations arising out of this Agreement and subject to the other terms and conditions of this agreement, the Owners agree and undertake to jointly and/or severally execute, maintain and cause to be registered simultaneously herewith or any time hereinafter an, exclusive general power of attorney ("POA") in favour of the Developer. The POA executed by the Owner in favour of the Developer shall remain effective and registered for the entire term of this Agreement so as to enable the Developer to perform all its obligations as stated under this Agreement. The Developer shall be entitled to appoint one or more substitutes




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under the said POA for the exercise of any or all of the powers and authorities thereunder in favour of any of its Affiliates. Provided always that the Developer and/or the substitutes of the Developer, as the case may be, shall keep the Owners saved, harmless and indemnified while exercising all such powers and authorities.

8.2 The Owners hereby nominate, constitute and irrevocably appoint at the request and with the consent of the Developer, (1) Mr. Ram Nuresh Agarwal, son of Late N.K. Agarwal (2) Mr. Prakash Kumar Bhimrajka, son of Late Sajranglal Bhimrajka and (3) Mr. Manish Bajoria, son of Late Madhav Prasad Bajoria to be the true and lawful attorneys of the Owner for and on behalf of the Owners, to do, execute and perform all or any of the following acts, deeds, matters and things jointly or severally with respect to the Said Project Land.

- a) To obtain permission or approval from the Planning Authorities and other authorities as may be required for the development and construction of the New Buildings in accordance with this Agreement and for that purpose to sign such applications, papers, writings, undertakings, appeals, etc., as may be required.
- b) To enter upon the Said Project Land with men and material as may be required for the purpose of development work and erect the New Buildings as per the Building Plans to be sanctioned.
- c) To appoint architects, contractors, sub-contractors consultants, and surveyors as may be required and to supervise the development and construction work of the New Buildings on the Said Project Land.
- d) To apply for modifications of the Building Plans from time to time as may be required and/or permissible.
- e) To apply for obtaining quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Buildings.
- f) To approach the concerned authorities for the purpose of obtaining permissions and service connections including water, sewerage and electricity for carrying out and completing the development of the Said Project Land.
- g) To make deposits with the Planning Authorities and other authorities for the purpose of carrying out the development work and construction of the New Buildings on the Said Project Land and to claim refunds of such deposits and to give valid and effectual receipt and discharge on behalf of the Owners in connection therewith.



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- h) After completion of the construction of the New Buildings or any Phase of the Building Complex, to apply for and obtain occupation and completion certificate in respect thereof or parts thereof from the Planning Authorities or other concerned authorities.
- i) To enter into agreements for sale with intending purchasers alongwith the corresponding undivided share in the Said Project Land attributable to the units, on such terms and conditions as the Developer may think fit and proper.
- j) To execute from time to time deeds of transfer of all kinds and mode in respect of Flats/Units/Constructed spaces comprised in the Said Project Land alongwith or without the corresponding undivided share in the Said Project Land, to receive consideration, rents, and deposits there for and present the above documents for registration and admit the execution of such documents before the appropriate authorities.
- k) To appear and represent the Owners before the Additional Registrar / Sub-Registrar, District Registrar, Additional District Sub-Registrar, Registrar of Assurances, Kolkata in connection with the sale and transfer of Flats/Units/Constructed spaces alongwith the corresponding undivided share in the Said Project Land in the New Buildings/Complex constructed on the Said Project Land.
- l) To accept any service of writ of summons or other legal process on behalf of and in the name of the Owners and to appear in any court or authority as the Developer deem appropriate and to commence, prosecute and/or defend any action or legal proceedings relating to development of the Said Project Land in any court or before any authority as the Developer may think fit and proper and for such purpose to appoint any Solicitor, Advocate, Lawyer in the name and on behalf of the Owners or in the name of the Developer and pay the costs, expenses, fee and other outgoings. Further to depose in the court of law or authority, sign vakalatnama, sign and verify the plaint, written statement, affidavits, petitions, applications, appeals etc., and any other document or documents in furtherance of the said objective. Provided always that this authority shall be available to and exercised by the Developer strictly only in cases where such litigation would touch or concern the development of the Project on the Said Project Land without in anyway relating to or affecting the title of the Said Project Land or the Owners' Allocation.
- m) to arrange for financing of the project (project finance) from any Banks and/or Financial Institutions for construction and completion of the project upon such terms and conditions as may be applicable.



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Such finance may be secured by mortgaging the said project land in favour of any bank / financial institution by deposit of original title deeds of the said project land by way of Equitable Mortgage and/or by executing Simple Mortgage and/or by creating English mortgage. Further, the Developer may execute any document or documents in furtherance of the above objective, including executing letter evidencing deposit of title deeds, confirmation of deposit title deeds, deliver the title deeds and to receive back the title deeds, etc.. Notwithstanding the same, the Developer shall take the project finance without creating any charge / liability in respect of owner's share of revenue or owner's allocation in the project. In case owing to any loans or finances obtained by the Developer, the Owners suffer any losses or damages due to any non repayment, delay in repayment by the Developer or due to any other consequence of delay or default of the Developer in respect of its obligations in respect of any such loan or liability whatsoever, the Developer shall indemnify and keep the Owner saved harmless and indemnified in respect thereof.

- n) To do and perform all acts, deeds, matters and things necessary for all or any of the purposes aforesaid and for giving full effect to the powers and authorities herein before contained, as fully and effectually as the Owners could do in person
- 8.3 The Owners hereby ratifies and confirms, and agrees to ratify and confirm all acts, deeds and things lawfully done in the interest of the Project and in accordance with the terms and conditions of this agreement by the Developer and persons nominated by the Developer in pursuance of the powers and authorities granted as aforesaid.
- 8.4 Notwithstanding grant of the aforesaid powers and authorities, the Owners shall grant to the Developer and/or as nominees a registered General Power of Attorney for the purpose of doing all acts required to be performed by the Developer for the Project simultaneously on execution of this Agreement and the costs on account thereof shall be borne by the Developer.
- 8.5 Notwithstanding grant of the aforesaid General Power of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc for the purpose of development of the Said Project Land within 7 (Seven) days of the request being made.
- 8.6 While exercising the powers and authorities under the Power or Powers of Attorney to be granted by the Owners in terms hereof, the Developer shall not do any such act, deed, matter or thing which would in any way



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infringe the rights of the Owners in any manner or put any financial or other obligation claim or liability upon the Owners.

9 DEPOSITS, FINANCIALS AND EXTRA CHARGES :

9.1 For giving the exclusive right of development, the Developer shall pay to the Owners the sum of Rs. 1,00,00,000/- (Rupees One Crore) only in the following manner:

(a) On or before execution of this Agreement
as interest free adjustable Security Deposit Rs.
75,00,000/-

(b) After sanction of Plan as Interest free
adjustable security deposit Rs. 25,00,000/-

9.2 REFUND OF SECURITY DEPOSIT

9.2.1 The aforesaid security deposit shall be refunded by the Owners to the Developer progressively @ 90% out of the realizations from the first sale proceeds of Owner's allocation starting from the very first sale of the Units and shall continue till the entire amount of Security Deposit is recovered in full in the following manner .

(i) From each and every booking of Flat/ unit of the Owners' Allocation the first fifty percent of the Owners share of receivable shall be completely received by the Owners without any adjustment;

(ii) Out of every subsequent receivable from each and every flat/unit an amount equivalent of 100 percent shall be paid by the Owners to the Developer towards repayment in part, of the Security Deposit until repayment of 90% of the security deposit is completed. For example, if the Developer sells one Flat/unit whose value is say Rs.10 Lacs wherein the Owner's share as per this Agreement is 40% (i.e. Rs.4,00,000/-). In this case 50% (fifty percent) of the Owner's share works out to Rs.2,00,000/ (i.e. 50% of Rs. 4 Lacs/-) hence the Owners will not refund any amount till he receives Rs. Two Lakhs from this sale and out of all subsequent receipts he will refund 100 % (one hundred per cent) to the Developer till the completion of repayment up to 90%(Ninety per cent) of the Security Deposit is completed.

9.2.2 It is further provided herein that if the situation arises as per the terms of clauses 13.8 of this Agreement for separate allocation of flats and other areas between the Owners and the Developer, then, and in that event the parties agree to enter into a separate allocation agreement wherein the flats together with vehicle parking spaces and also together with proportionate share of common areas appurtenant thereto and also



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together with proportionate undivided share in the Said Project Land shall be mutually allocated by and between the Owners and the Developer and each party shall be entitled to sell its allocation separately then in that event the refund of the unrefunded/unadjusted part of the security deposit will be from the very first sale proceeds of the Owner's allocation but in case the Owners do not wish to sell their allocation and retain it, in that event the Owners shall first refund the outstanding amount of security deposit immediately to the Developer or hand over proportionate space in lieu of refund of deposit @ Rs 3,800/- per Sq. Ft.

- 9.2.3 Notwithstanding anything contained herein, in case this Agreement gets terminated for any reason then in that event the Owners shall forthwith refund the Security Deposit to the Developer and the expenses incurred by the Developer on the Project together with interest thereon calculated @ 18% (eighteen per cent) per annum compounded quarterly and so long as the same remains unpaid, the Developer shall continue to remain in possession of the Said Project Land without incurring any further costs and expenses in this regard.

9.3 INCOME TAX BENEFITS

All benefits under the Income Tax Act for development would be available to the Developer and it would be entitled to claim all such benefits.

9.4 EXTRAS AND DEPOSITS

All the transferees including those under the Owner's Allocation shall pay to or deposit with the Developer the Extras and Deposits (EDC) mentioned in the Fourth Schedule hereunder written for the Units to be acquired. If parties agree to any Space allocation scheme as per Clause 13.8 below and in such case if certain parts of Owner's allocation remain unsold on completion of a phase or construction and/or upon finishing of the entire Complex and/or phases thereof, such extras and deposits shall be payable by the Owner to the Developer for all such unsold portions.

9.5 MARKETING COSTS

The cost of marketing of the Project/Complex would be shared by and between the Owners and the Developer in the ratio of their respective allocation (hereinafter referred to as "the said ratio"). The marketing costs which includes all the marketing related costs such as advertisement and promotion costs of the Project shall be shared by the Owners and the Developer as agreed which the Owners shall pay to the Developer as a marketing cost (inclusive of advertisement and promotion costs of the project, brokerage, commission and all other costs and expenses on any account whatsoever relating to marketing or sale).



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9.6 SHARING OF REALISATION

In connection with the sharing of realisation the following is agreed:-

- (a) Except Extra Charges and Deposits (EDC) as mentioned in Fourth Schedule, all proceeds and receivables in gross on any account whatsoever arising from the sale or transfer or otherwise of any Transferable Areas (In short "Realisation") by the parties jointly as above shall belong to the Owners in the said ratio i.e 40% and to the Developer in the said ratio of 60% as the case may be..
- (b) Extras and Deposits (EDC) shall be realised solely by the Developer from the proposed buyers of the transferable areas both under the Owner's as well as the Developer's Allocation..
- (c) The Owner specifically agree and acknowledge that notwithstanding the allocation of the Units forming part of its share in terms of this agreement, the Developer (in addition to its own Share) shall also be exclusively entitled to and shall have exclusive right to transfer or dispose of the Units forming part of the Owners Share in such manner and on such terms and conditions as the Developer may deem fit and proper and be exclusively entitled to receive and realise the entire proceeds thereof with the sole obligation to pay to the Owners the Sale Proceeds arising out of the transfer or otherwise of the Units in their respective Shares in the Project in the manner agreed in this Agreement.

9.7 BANK ACCOUNTS

9.7.1 Under the scheme of Development, three separate accounts will be opened with any Scheduled Bank i.e One 'Srijan Centrum Sale Proceeds Bank Account'; one Special Bank Account (Escrow Account); a third Account termed as the 'Owners Sale Proceeds Bank Account'. Each instalment Cheque received from the Buyer will be first deposited into the 'Srijan Centrum Sale Proceeds Bank Account'. On the instruction of the Developer the Bank will transfer 70% out of the amounts credited in the Srijan Centrum Sale Proceeds Bank Account to the Credit of the Escrow Account for the purpose of covering cost of construction and Owners' land cost and out of the balance 30% of the instalment amounts proportionate to the agreed ratio of 40% share will be transferred to the Credit of the Owner's Sale Proceeds Bank Account. All customers will be notified about mentioning of the 'Srijan Centrum Sale Proceeds Bank Account' in the cheques and other instruments for making payments. There shall be standing instructions to the bank



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about transfer of the funds therein to the Escrow account and the Owner's Sale Proceeds Bank Account .

9.7.2 Withdrawal from the Escrow account shall be permitted based on the percentage of completion of the Project to be certified by an engineer, an architect and a chartered accountant in practice.

9.7.3 All such withdrawals upto the extent of thirty percent of realisation shall be shared by the Owners and the Developer in their agreed ratio. The Owners' share will however be subject to deductions on account of recovery of Security Deposit by the Developer as agreed herein

9.7.4(v) It is clarified and agreed that if the Owners and the Developer agree to follow the Area Sharing model then, and in such event the Owners will also be 'Promoter' within the meaning of the RERA 2018. In all Sale agreements relating to the Owners Allocation, the Developer will be a necessary party and seventy percent of the realizations from sale of Owner's allocation shall also be deposited in the special account with a scheduled bank and permitted to be withdrawn by the Developer for incurring cost of construction of the Owner's allocation.

9.7.5 Final settlement of account between the Owners and the Developer will take place at the end of the Project

- 9.8 Notwithstanding clause 9.7.3 the Owners' Share shall be disbursed to the Owners after deducting the following:
- i. Cost and Marketing costs which includes the Advertisement and promotion cost of advertisement, the sale of New Buildings and other areas of the Complex and brokerage fixed at 4% of the Owner's Allocation. ;
 - ii. Proportionate Service Tax; and
 - iii. Any taxes (including service tax or VAT or GST, as the case may be) that under the Applicable Law the Developer is required to pay or withhold on the Owners' share at the time of their payment.
- 9.9 The Owner's Share of the Project as ascertained in the manner mentioned elsewhere in this agreement shall be divided and distributed to the Owners on quarterly basis in the ratio specified in this agreement.
- 9.10 After disbursement as aforesaid the balance amount remaining in the Srijan Confrum Sale Proceeds Account shall be to the Developer's Share subject to accounting in the manner provided in this agreement



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10. MORTGAGE OF THE SAID PROJECT LAND

The Developer shall have the right and authorities to arrange for financing of the Project (project finance) from any Banks and/or Financial Institutions for construction and completion of the Project upon such terms and conditions as may be applicable. Such finance may be secured by mortgaging the Said Project Land in favour of any bank / financial institution by deposit of original title deeds of the Said Project Land by way of Equitable Mortgage and/or by executing Simple Mortgage and/or by creating English mortgage. Further, the Developer may execute any document or documents in furtherance of the above objective, including executing letter evidencing deposit of title deeds, confirmation of deposit title deeds, deliver the title deeds and to receive back the title deeds, etc. Notwithstanding the same, the Developer shall take the project finance without creating any charge / liability in respect of owner's share of revenue or Owner's Allocation in the Project. In case owing to any loans or finances obtained by the Developer, the Owners suffer any losses or damages due to any non repayment, delay in repayment by the Developer or due to any other consequence of delay or default of the Developer in respect of its obligations in respect of any such loan or liability whatsoever, the Developer shall indemnify and keep the Owners saved harmless and indemnified in respect thereof.

11. DEALING WITH SPACES IN THE NEW BUILDINGS:

- 11.1 The Owners agree and undertake that (i) the Developer shall have the exclusive right to launch the Project, name the Project, logo, display, project details and also signage/ display rights (whether on hoardings or or terraces or otherwise) and to sell/ license/transfer all the spaces in the New Building(s), in such manner and on such terms, as may be deemed appropriate by the Developer, in its sole and absolute discretion; (ii) the name and/or identification numbers given to the new Buildings or portions thereof of the Project shall be displayed in a manner as may be decided by the Developer in its sole discretion; (iii) no signboard, hoarding or any other logo or sign shall be put up by the Owners on the New Buildings on the exterior of the New Buildings or on the outer walls of the New Buildings of the Project; and (iv) the Owners shall not do any act or thing that may adversely affect the aesthetic appearance/beauty of the New Buildings of the Project nor do anything which may cause nuisance or obstruction or hindrance to the intending Purchasers.
- 11.2 All the spaces in the New Buildings will be marketed by the Developer through a common marketing agency to be appointed by the Developer (collectively "Marketing Agents") and the Marketing Agents shall act on behalf of the Owners and the Developer. It is agreed and recorded that



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both the Developer and the Owners shall bear and pay all cost charges and expenses of whatsoever nature in respect of marketing and advertising of the constructed areas of the New Buildings of the said Project in their respective proportion of allocation which shall be a maximum of 4% of the Sale Proceeds of all the constructed areas of the Said Project.

- 11.3 The Developer shall arrange brokers for the Project and all brokerage charges etc for the same shall be shared by all the Parties in proportion of their respective allocations. Any service tax (or any other indirect tax) charged by broker shall also be shared proportionately.
- 11.4 In marketing the said Project, name and logo of Developer only would be boldly displayed in all marketing materials.
- 11.5 The Developer shall ensure that the advertising and marketing is carried out in a manner that is consistent with and not in derogation of or conflict with any of the terms or provisions of this Agreement and the Applicable Laws.
- 11.6 Subject to other terms and conditions mentioned herein the Developer shall be exclusively entitled to and shall have exclusive right to transfer or otherwise deal with or dispose of the Unit(s) in the Project in such manner and on such terms and conditions as the Developer may deem fit and proper. The Parties hereby agree that the price and payment schedule for transfer of the Units shall always be decided by the Developer in consultation with the Owners.
- 11.7 The Developer shall (in consultation with the Owners) determine the price for sale or disposal of the spaces in the New Buildings to be constructed by the Developer on the Said Project Land keeping in view the economics and market response of the Project. The Developer shall not sell or market any transferable areas below such basic price unless the price is revised by mutual consent of the Parties.
- 11.8 (i) The Developer shall periodically revise the rates for sale of various types of transferable areas and the same shall be adhered to. In case the owner is not willing to sell at the price as decided by the Developer then in that event, the Parties may decide to mutually allocate those unsold areas which are the subject matter of disagreement, and in that event the parties shall immediately mutually allocate the concerned unsold areas separately amongst themselves on equitable basis block wise as per the said ratio and thereafter the sharing of the proceeds of the aforesaid allocated areas will stop and each party will sell their allocated space independently and in that case the Owner's marketing expense shall not

be applied to such allocated area and Brokerage will not be applicable and will be paid directly by the Owners and the Developer to the Agent.

(ii) In such event, if Project finance is availed, then the Funding Banker/Financial Institute shall be entitled to carry out re-appraisal of the funding status on that date and make necessary amendment to the existing funding scheme so as to release the Owners Allocation from the charge created in favour of the banks/financial institution.

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

- 1.10 The Developer and Owners shall execute and register with the appropriate registering authorities Deeds of Conveyance or other document for transferring and/or demising of any saleable space in the New Buildings as aforesaid unto and in favour of the intending purchasers / transferees and the cost for stamp duty and registration charges in respect thereof shall be borne by the intending purchasers / transferees as the case may be. For separate developer's Allocations (in case units remaining unsold or retained by the Developer), the Owners



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shall execute the deeds of conveyance in respect of the land share attributable to such completed units forming part of the Developer's Allocation in any phase only upon full payment of amounts due and payable to the Owners in terms of this agreement or in case of unsold units and/or retained unit from out of the Owners Allocation only upon delivery of the completed separate owner's allocation in such phase/Block by the Developer to the Owner. For separate Owner's Allocation (as aforesaid), the Developer shall, if so required by the Owner, join in as party to any agreement or deed in favour of the Transferees.

- 11.11 The Developer and the Owners or their associates shall be entitled to transfer their respective allocations or any portion thereof and other remaining area of whatsoever nature of the New Buildings separately and if for any reason whatsoever the same or any part thereof is agreed to be transferred jointly then the parties hereto shall join in such deed accordingly.
- 11.12 The Owners shall also be liable for the actual proportionate common expenses in respect of any separately allocated unsold Units/retained units delivered to the Owners.
- 11.13 It is agreed and recorded that all Agreements, Deeds of Conveyance or any other papers and documents in respect of the transfer of any areas in the New Buildings shall maintain uniformity in respect of the restrictions, stipulations, covenants, terms and condition for the use and occupation thereof applicable to transferees together with amenities and facilities therein as are stipulated in this agreement or that would be drafted by the Advocates and the parties heroby undertake to each other that neither of them shall deviate from such restrictions stipulations, covenants, terms and conditions.

12. SHARE OF OWNERS' AND DEVELOPER IN THE DEVELOPMENT

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

(a) To the Developer (i.e Developers Allocation)	-	60 % (sixty percent)
(b) To the Owners Allocation)	-	40%(i.e Owners

- (ii) If at any stage of development the parties decide to adopt the space sharing model then, and in such event the constructed spaces remaining unsold shall be shared by the parties in the aforesaid ratio to be equitably allocated amongst the parties by metes and bounds separately identified by executing an Allocation Agreement. In such event, if Project finance is availed, then the Funding Banker/Financial Institute shall be entitled to



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carry out re-appraisal of the funding status on that date and make necessary amendment to the existing funding scheme so as to release the Owners allocation

13. MUNICIPAL TAXES, OTHER TAXES AND OUTGOINGS:

- 13.1 All Municipal rates and taxes or land revenue and outgoings (collectively Rates)) on the Said Project Land relating to the period prior to the date of execution hereof shall be borne, paid and discharged by the Owners and such dues shall if collected hereafter is also to be borne and paid by the Owners as and when called upon by the Developer, without raising any objection thereto.
- 13.2 As from the date of possession of the Said Project Land by the Owners to the Developer in terms of this agreement, the Developer shall pay the Rates in respect of the Said Project Land till such time the New Buildings are ready for occupation upon issuance of statutory Completion Certificate in respect thereof and, after which, the Transferees shall become liable and responsible for payment Provided That in case the Developer is liable to pay any Rates in respect of unsold and unallocated portions of duly completed New Buildings, the Owners shall reimburse proportionately their part of the same to the Developer.
- 13.3 It is agreed and recorded that the Owners and the Developer and/or their respective intending Purchasers (in case of unsold units or retained units of the Owners and the Developers) shall be liable to bear and pay Service Tax, VAT or any other kind of tax or imposition or burden as may be payable and/or applicable. In case the parties decide to follow the area sharing model, the Developer will be entitled to hold a lien over the Owner's allocation for recovery of Service tax and VAT accruing on the sale of Owner's allocation.

14. POST COMPLETION MAINTENANCE:

- 14.1 On completion of each phase/block of the Project the Developer shall give a notice to the Owners informing thereabout. Before giving notice as aforesaid, the Developer shall obtain the statutory Partial/Completion Certificate from the concerned municipal authorities in respect of the area forming part of such notice.
- 14.2 In case of separate allocation of any part of the Owners Allocation in terms hereof and the same remaining unsold, or and from the date of expiry of the notice of Completion given in respect of the phase containing the same in terms of clause 14.1 above and subject to the Developer having complied with its obligations regarding the construction and completion thereof in terms hereof including obtaining completion certificate of such areas, the Owners shall be deemed to have taken over possession for the purpose of determination of liability and shall become liable and responsible for the payments of maintenance charges (at the



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same rate as the Developer would pay the same for the separately allocated and unsold areas forming part of the Developer's Allocation) and Rates in respect thereof irrespective of the fact whether actual physical possession was taken or not.

- 14.3 The Parties and/or their respective nominees/transferees shall punctually and regularly pay the maintenance charges, Rates for their respective allocations to the concerned authorities/Maintenance in charge in accordance with the terms and conditions hereof.
- 14.4 The Developer shall in due course, take steps for termination of Association under the relevant law (s) upon completion of the Project to enable the intending purchasers to look after, manage and administer maintenance work of the Units in the New Building (s) constructed on the Said Project Land and also to realise the monthly maintenance charges and incur costs and expenses for the maintenance.
- 14.5 Till the intending purchaser completes the formalities for formation of the Associate and take hand over of the Project the Developer shall be responsible for the management, maintenance and administration of the New Buildings or at its discretion appoint an agency to do the same. The Owners hereby agree to abide by all the common rules and regulations to be framed for the management of the affairs of the New Buildings.
- 14.6 The Developer or the Agency to be appointed shall manage and maintain the Common Portions and services of the New Buildings and shall collect the costs and service charge therefor (the "Maintenance Charge"). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Buildings, land tax, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges and charges of capital nature for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments and all other expenses incurred for common purpose.

15. **INDEMNITY:**

- 15.1 The Developer shall indemnify and keep the Owners saved, harmless and indemnified from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owners in relation to the construction of the New Buildings including any act of neglect or default of the Developer's contractors, employees or violation of any permission, rules regulations laws or bye-laws or arising out of any accident or otherwise or violation or breach of its obligations hereunder by the Developer or any attorney appointed under the powers of attorney to be granted by the Owners in pursuance hereof.



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15.7 The Owners shall indemnify and keep the Developers saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Developers in the course of implementing the Project including marketing thereof for any successful claim by any third party for any defect in title of the said land or any of their representations being incorrect. Further to the aforesaid, the Owners will separately execute and register an Indemnity in favor of the Developer, if required by the Developer.

16. MISCELLANEOUS:

16.1 The agreement entered into by and between the parties herein is and shall be on principal to principal basis.

16.2 The Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

16.3 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.

16.4 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.

16.5 If the Developer desires to register this Agreement they shall make payment of appropriate stamp duty and registration charges. The Owners shall however provide all co-operation to the Developer to do that including being present before the registering authorities as and when required by the Developer.

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



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

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

17. **DEFAULTS:**

17.1 The following shall be the events of default if the Owner fails -

- a) to do or cause to be done all deeds and things at its costs and expenses to satisfy the Developer as to the title of the Owners to the Said Project Land.
- b) to apply for and obtain mutation of the said land in the name of the Owners in the records of the Kolkata Municipal Corporation in terms hereof.
- c) to apply for and obtain mutation of the Said Project Land in the name of the respective Owner in the records of the Panchayat in terms hereof.
- d) to comply with any other obligation contained herein.
- e) to perform its obligations under the Agreement.

17.2 The following shall be the events of default if the Developer fails to:

- a. Complete the construction of the New Buildings on the Said Project Land within the specified time frame.
- b. Pay the Owners Allocation to the Owners.
- c. to comply with any other obligation contained herein.
- d. to perform its obligations under the Agreement.



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- 17.3 In case of any event of default, the other party (the aggrieved party) shall serve a notice in writing to the defaulting party, calling upon the defaulting party to comply with their obligation in default within the time and in the manner to be mentioned in the said notice.
- 17.4 Upon receipt of such notice, the defaulting party shall remedy the said event of default and/or breach within the time and in the manner mentioned herein.
- 17.5 In case the default continues for a period of thirty (30) days thereafter, then, and in such event, the aggrieved party shall be entitled to serve a notice on the defaulting party.
- 17.6 On expiry of the said period of notice, if the defaulting party are the Owners, then the Developer shall be entitled to take over the responsibility of the defaulted item or items upon itself on behalf of the Owners and shall be entitled to complete the same at the costs and expenses of the Owners. If the Developer for reasons other than Force Majeure delays in completing the Project, then the Developer shall be responsible for all costs penalties and consequences which may become payable due to the intending purchasers or to the authorities etc, as the case may be, and will keep the Owners indemnified against those eventualities.
18. **FORCE MAJEURE:**
- 18.1 Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this indenture, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of any act or omission of the Party so prevented or breach by such Party of any of its obligations under this indenture or which could have been prevented by the party so prevented it by being diligent, vigilant or prudent, including, without limitation, flood, fire, explosion, earthquake, subsidence, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or any relevant Government or Court orders materially affecting the continuance of the obligation or any local issues beyond the control of the Developer which may hamper the implementation of the Project such as Strike, lockout, non-availability of materials or other labour difficulties or existence of any adverse condition which causes a material or adverse effect or impact on the Project and/or the Land resulting in stoppage or suspension of work or sale of Units in the Project for a continuous period exceeding 30 (thirty) days



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- 18.2 If either of the Party is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure that Party shall forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to serving of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof, and for such further time after the cessation, as mentioned in the preceding clause hereto. Neither the Owners nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.
- 18.3 In the eventuality of Force Majeure circumstances the time for compliance of the obligation shall stand extended by such period being the time of commencement of force majeure condition to the completion thereof.
- 18.4 The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavors to bring the event of Force Majeure to a close or to find a solution by which the Agreement may be performed despite the continuance of the event of Force Majeure.
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 subject to clause 6 above this Agreement shall take effect on the Date of this Agreement and shall remain in force till Completion. Neither Party shall, except as provided in clause 25 below, have the right to terminate the Agreement.
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 all the Parties.
21. **TERMINATION**
The Owners recognize and acknowledge that the Developer has invested and will further be investing substantial sums of money and time in the Project and has entered into this Agreement on the specific understanding that the Owners shall not be entitled to terminate this Agreement for any reason whatsoever.




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22. ORIGINAL/CERTIFIED COPY

The registered original Agreement will be retained by the Developer and the certified copy will be preserved by the Owners.

23. ASSIGNMENT AND SUB CONTRACT

- 23.1 The Developer shall at all times be permitted to assign its rights, obligations and interest in the Agreement (or part thereof) Development Rights, Project and/or built up area only to its affiliate/ subsidiary company without the prior written consent of the Owners and in case of assignment to any third party prior written consent of the Owners will be required.
- 23.2 The Developer shall at all times be entitled to engage and contract out construction/ development of the Project or any specific aspect to any sub-contractor/ contractor on such terms and conditions as the Developer may deem fit and appropriate.
- 23.3 The Owners shall not assign any rights and obligations contained herein to any person without prior written permission of the Developer.

24. FURTHER ACTS

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

25. AUTHORIZATION

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

26. CONFLICT

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

27. SPECIFIC PERFORMANCE OF OBLIGATIONS

The Parties to this Agreement agree that, to the extent permitted by the



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

28. NOTICE:

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

- a) In case of the Owners:
MR. Rakosh Jhunjhunwala
BDJ STAMPINGS INDUSTRIES LTD .
8, Rai Charan Pal Lane, Kolkata-700046
- b) In case of the Developer:
MR. RAM NARESH AGARWAL
36/1A, ELGIN ROAD,
KOLKATA – 700 020

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

- 28.2.1 If delivered personally, at the time of delivery and duly receipted.
- 28.2.2 If sent by prepaid recorded delivery or registered post or courier service, on the 4th day of handing over the same to the postal authorities.
- 28.2.3 If sent by facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent. All facsimile transmission shall without affecting the delivery, be followed by a delivery in terms of clause 28.2.1 or 28.2.2 above.
- 28.3 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.



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29. ARBITRATION:

The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement as also disputes as to the quantum of the costs and expenses if any (collectively "Disputes"), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties. If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes, if not solved/settled, shall be referred to, and finally resolved by, arbitration by an Arbitration Tribunal (consisting of three persons one to be appointed by each of the party and the third to be appointed by the two arbitrators so appointed) formed in terms of the Arbitration and Conciliation Act, 1996 and Rules and amendments made thereunder. The arbitration shall be conducted in English and venue shall be Kolkata only.

30. JURISDICTION:

Only Courts having territorial jurisdiction over the Said Project Land shall have jurisdiction in all matters arising herefrom.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(Said Project Land)

PART - I

8/2 Rai Charan Pal Lane

ALL THAT the brick built messuages, tenements, hereditaments dwelling house sheds structures and premises together with the piece and parcel of land thereunto belonging whereon or parts whereof the same are erected and built containing an area of 2 B ghas, 8 Cottahs 2 Chittack and 27 Sft. be the same a little more or less situate lying at and being a portion of premises No 8/2, Raicharan Pal Lane, Kolkata – 700 046 delineated in Colour "GREEN" thereon.

PART - II

8/3 Rai Charan Pal Lane

ALL THAT the brick built messuages, tenements, hereditaments dwelling house sheds structures and premises together with the piece and parcel of land thereunto belonging whereon or parts whereof the same are erected and built containing an area of 3 Cottah 10 Chittack and 4 Sft. be the same a little more or less situate lying at and being a portion of premises No.8/3, Raicharan Pal Lane, Kolkata -- 700 046 delineated in Colour "RED" thereon.



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PART - III
(Said Common Passage)

ALL THAT the strip of land measuring 13 Kottah 4 Chitak 34 Sq.Ft formerly part of 8/2 Rai Charan Pal Lane subsequently carved out to serve the easement purposes of the residents and occupiers of Premises Nos 8, 8/2 and 8/3 Rai Charan Pal Lane demarcated in "**YELLOW**" border on the maps or plan annexed hereto:

THE SECOND SCHEDULE ABOVE REFERRED TO:
COMMON AREAS, FACILITIES AND AMENITIES

1. Club House including .
 - a) AC Community Hall
 - b) Party Terrace
 - c) AC Indoor Games room having TT, Carom, Board Games and Pool Table
 - d) Well equipped AC Gymnasium
2. Common Multipurpose Roof in Each Block
3. Modern Fire Fighting System
4. Common Toilet for domestic help
5. Central Garbage Collection System
6. 24 Hours High End Smart Security System are in Place to ensure Safety of your loved ones, Key features are :-
 - a) State of Art IP Video Phone System to Control Unwanted Entry
 - b) Smart CCTV connected to video phone within the Flat which also allow you to do personal conversation while watching him / her in the CCTV Camera
7. Other Facilities
 - a) 24 Hours Power Backup
 - a) 24 Hours Filtered Water Supply
 - c) Facility Management Service office with storage area Cable Line
 - d) Intercom Facility

THE THIRD SCHEDULE ABOVE REFERRED TO:
COMMON EXPENSES

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and



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- substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof
2. Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the respective buildings of the complex and decorating and colouring all such parts of the property as usually are or ought to be.
 3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns 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 repair and clear and tidy and edged where necessary and clearing the private road when necessary.
 5. Paying a fair proportion of the cost of clearing repairing installing any drains and sewers forming part of the property.
 6. Paying such workers as may be necessary in connection with the upkeep of the complex.
 7. Insuring any risks.
 8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the complex.
 9. Cleaning as necessary of the areas forming parts of the complex.
 10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time for the maintenance of the complex and providing such additional apparatus as the builder may think fit.
 11. Maintaining and operating the lifts
 12. Providing and arranging for the emptying receptacles 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 of any part thereof so far as the same is not the liability of or attributable to the Unit of any individual Owners of any Unit.
 15. Generally managing and administering the development and protecting the amenities in the new building and for that purpose employing and



District Sub-Registrar-III
Alipore, South 24 Parganas

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- 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 by-laws made thereunder relating to the building excepting those which are the responsibility of the owner/occupier of any flat/flats.
 18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Builder may from time to time be considered necessary for the carrying out of the acts and things mentioned in this Schedule.
 19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
 20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management Company/Association it is reasonable to provide.
 21. In such time to be fixed annually as shall be estimated by the Holding Organisation (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
 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 Holding Organisation for the Owners of the Units and shall only be applied in accordance with the decision of the Holding Organisation.
 23. The charges/fees of any professional Company/Agency appointed to carry out maintenance and supervision of the complex.
 24. Any other expense for common purpose.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
DEPOSITS/EXTRA CHARGES/TAXES

- Special Amenities/Facilities: provision of any special amenities/facilities in the common portions including Club Facilities and Development charges etc.
- Upgradation of fixtures and fittings: improved specifications of construction of the said complex over and above the Specifications described.
- Sinking Fund:



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- Transformer and allied installation: Obtaining HT/LT electricity supply from the supply agency through transformers and allied equipments.
 - Diesel Generator Installation Charges.
 - Legal Charges
 - Taxes: deposits towards Municipal rates and taxes, etc.
 - Stamp Duty, Registration Fees, Service Tax and any other tax and imposition levied by the State Government, Central Government or any other authority
 - Common Expenses/Maintenance Charges/Deposits: proportionate share of the common expenses/maintenance charges as may be levied.
 - Formation of Association/Holding Organization
 - Electricity Meter: Security deposit and all other billed charges of the supply agency for providing electricity meter to the Said Complex, at actual.
- Internal Layout Change: any internal change made in the layout of the Owner's Allocation and/or upgradation of fixtures and fittings

THE FIFTH SCHEDULE ABOVE REFERRED TO:

Part – I

(Developers' Allocation)

ALL THAT 60% (Sixty percent) of the total realization from sale of constructed areas of the Complex to comprise in various flats, units, apartments, and/or constructed spaces of the buildings to be constructed on the said Land **TOGETHER WITH** the share in the same proportion in vehicle parking spaces (open and covered), **TOGETHER WITH** the undivided proportionate impartible part or share in the Said Project Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and the signage space

Part – II

(Owners' Allocation)

In addition to the Pecuniary Consideration of Rs.20,00,000/- (Rupees twenty lakhs) only paid by the Developer to the Owners on or before the execution hereof the Owner's Allocation shall mean 40% (Forty percent) of the total realizations from sale of constructed areas 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 vehicle parking spaces (open and covered), more fully and particularly **TOGETHER**



Deputy Sub-Registrar-III
Alipore, South 24 Parganas

20 DEC 2010

WITH the undivided proportionate impartible part or share in the Said Project Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and the signage space.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:
SPECIFICATIONS**

STRUCTURE

Earthquake resistant RCC framed structure

LIVING ROOM & DINING AREA

Flooring : Vitrified tiles (2x2 ft)

Wall : POP finish

Ceiling : POP finish

Main Door : Decorative flush door with accessories

Balcony : Aluminium sliding door with glazing

Windows : Power coated aluminium with clear glazing

Electrical : Concealed wiring with modular switches of reputed make. Provision for telephone and television Points. Provision for split AC system including drainage pipe

Others : IP PBX video door phone

BEDROOMS

Flooring : Vitrified tiles (2 x 2 ft)

Wall : POP finish

Ceiling : POP finish

Door : Flush door

Windows : Power coated aluminium with clear glazing

Electrical : Concealed wiring with modular switches of reputed make. Provision for telephone and television points. Provision for split AC system including drainage pipe.

KITCHEN

Flooring : Anti skid ceramic tiles

Wall : POP finish, wall tiles up to 2 ft height on all around wall over granite counter



[Handwritten Signature]
District Sub-Registrar-III
Alipore, South 24 Parganas
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Ceiling : POP finish

Windows : Power coated aluminium with clear glazing

Counter : Granite slab with a stainless steel sink with drain board

Electrical : Concealed wiring with modular switches of reputed make. Water filter point, exhaust fan point / chimney point.

Others : Provision for outlets for exhaust fan or chimney

TOILET

Flooring : Anti skid ceramic tiles

Wall : Ceramic tiles up to door height

Ceiling : POP finish

Door : Flush door

Sanitary ware : Sanitary ware of Hindware / Parryware or equivalent brand

CP Fittings : Sleek CP fittings from Jaquar or equivalent make

Electrical : Concealed wiring with modular switches of reputed make. Provision for light, geyser and exhaust points

ROOF – Decorative terrace

LIFTS – Automatic elevators of reputed make

LOBBY – Lobbies with elegant lift façade

OUTDOOR FINISH – Weather proof paint

THE SEVENTH SCHEDULE ABOVE REFERRED TO: TITLE OF THE OWNERS

The Owner purchased the Said Project Land by a registered deed of conveyance dated 21st August, 1991 which was registered at the Office of Registrar of Assurances, Calcutta in Book No.1, Volume No 280. Pages 434 to 441 being deed No.12359 for the year 1991 executed by one M/s. Universal Lamp Manufacturing Company (P) Ltd. (in liquidation) as Vendor in favour of BDI Stampings Industries Ltd. as the purchaser, being the Owner herein.



[Signature]
District Sub-Registrar-III
Alipore, South 24 Parganas
20 DEC 2016

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

SIGNED, SEALED AND DELIVERY by the said **BDJ STAMPINGS INDUSTRIES LIMITED** pursuant to a resolution of the Board of Directors of the Company dated _____ at Kolkata in the presence of :

BDJ STAMPINGS INDUSTRIES LTD.
Ramesh Ray
Director

Director

1. Saurabh Chaudhuri
36/1A, Elgin Road,
Kolkata - 20.
2. Runit Chowdhury
36/1A Elgin Road
Kolkata - 20

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

For SRIJAN REALTY (P) LIMITED
Ranish Bajra
Director / Authorised Signatory

1. Saurabh Chaudhuri
2. Runit Chowdhury.

[Handwritten signature]

BAPI DAS
Advocate
Alipore Police Court
Kolkata-700027
WB 613/2001.



✓
District Sub-Registrar-III
Alipore, South 24 Parganas
20 DEC 2016



Dist. Registrar-III
Aipore, South 24 Parganas
20 DEC 2016

SPECIMEN FORM FOR TEN FINGER PRINTS

 <i>Rakesh Jhunjhunwala</i>					
	Little Ring Middle Fore Thumb				
	(Left Hand)				
					
	Thumb Fore Middle Ring Little				
(Right Hand)					

Name.....*RAKESH JHUNJHUNWALA*.....
 Signature.....*Rakesh Jhunjhunwala*.....

 <i>Manish Bajoria</i>					
	Little Ring Middle Fore Thumb				
	(Left Hand)				
					
	Thumb Fore Middle Ring Little				
(Right Hand)					

Name.....*MANISH...BAJORIA*.....
 Signature.....*Manish C. Bajoria*.....

<p align="center">PHOTO</p>					
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
	Thumb	Fore	Middle	Ring	Little
(Right Hand)					

Name.....
 Signature.....



District Sub-Registrar-III
Alipore, South 24 Parganas

20 DEC 2016

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

GRN: 19-201617-003579437-1

Payment Mode Online Payment

GRN Date: 16/12/2016 15:10:47

Bank : IDBI Bank

BRN : 108392843

BRN Date: 16/12/2016 15:11:24

DEPOSITOR'S DETAILS

Id No. 16031000421813/2/2016

(Query No./Query Year)

Name : SRIJAN REALTY PRIVATE LIMITED

Contact No. : 40402020

Mobile No. : +91 8697961473

E mail :

Address : 36/1A, ELGIN ROAD, KOL-20

Applicant Name Mr Bapi Das

Office Name :

Office Address :

Status of Depositor : Others

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement
Payment No 2

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount(₹)
1	16031000421813/2/2016	Property Registration- Registration Fee	0030-02-104-001-16	32542
2	16031000421813/2/2016	Property Registration- Stamp duty	0030-02-103-003-02	75021

Total

157563

In Words : Rupees One Lakh Fifty Seven Thousand Five Hundred Sixty Three only



Manish Bajoria.

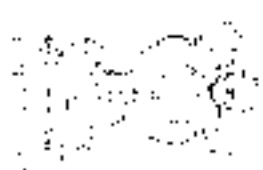
②

③

④

भारत सरकार विभाग

COME TAX DEPARTMENT



भारत सरकार

GOVT. OF INDIA

BDJ STAMPINGS INDUSTRIES LIMITED



28/01/1982

PERMANENT ACCOUNT NUMBER

AAABCBO349K



Handwritten signature



ভারতের নির্বাচন কমিশন
পরিচয় পত্র
ELECTION COMMISSION OF INDIA
IDENTITY CARD

XOA2155505



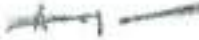
নির্বাচকের নাম : রাকেশ
Elector's Name : Rakesh Jhanjhanwala
পিতার নাম : ব্রহ্ম দত্ত
Father's Name : Brahma Dutt
Jhanjhanwala
লিঙ্গ/Sex : পু/ M
জন্ম তারিখ
Date of Birth : 12/06/1959

Rakesh Jhanjhanwala

XQA2155505

Address:
6/13, QUEENS PARK, Flat - 43, KOLKATA MUNICIPAL CORPORATION,
BALLYGUNGE, KOLKATA- 700019

Address:
6/13, QUEENS PARK, FLAT - 43,
KOLKATA MUNICIPAL CORPORATION,
BALLYGUNGE, KOLKATA- 700019



Date: 10/06/2013

161-বালীগঞ্জ বিধানসভা কেন্দ্রের
Electoral Registration Officer for
161-Ballygunge Constituency

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

Prabir Bhattacharya

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

RAKESH JHUNJHUNWALA
BRAHMADUTT JHUNJHUNWALA
12/06/1959

Pan Card Account Number

ACFPJ9239B

सहस्रक

Signature



Rakesh Jhunjhunwala

In case any other is lost, please kindly inform / return to
Income Tax PAN Service Unit (ITPSU)
Plot No. V, Sector 31, Cyber City,
Navi Mumbai - 400 614

यदि कोई अन्य कागज खो जाए, तो कृपया सूचना दें/ वापस करें।
आपका पता: प्लॉट नं. V, सेक्टर 31, साइबर सिटी,
नवी मुंबई - 400 614

Ramesh Rajan



Government of West Bengal

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

Signature / LTI Sheet of Query No./Year 16031000421813/2016

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

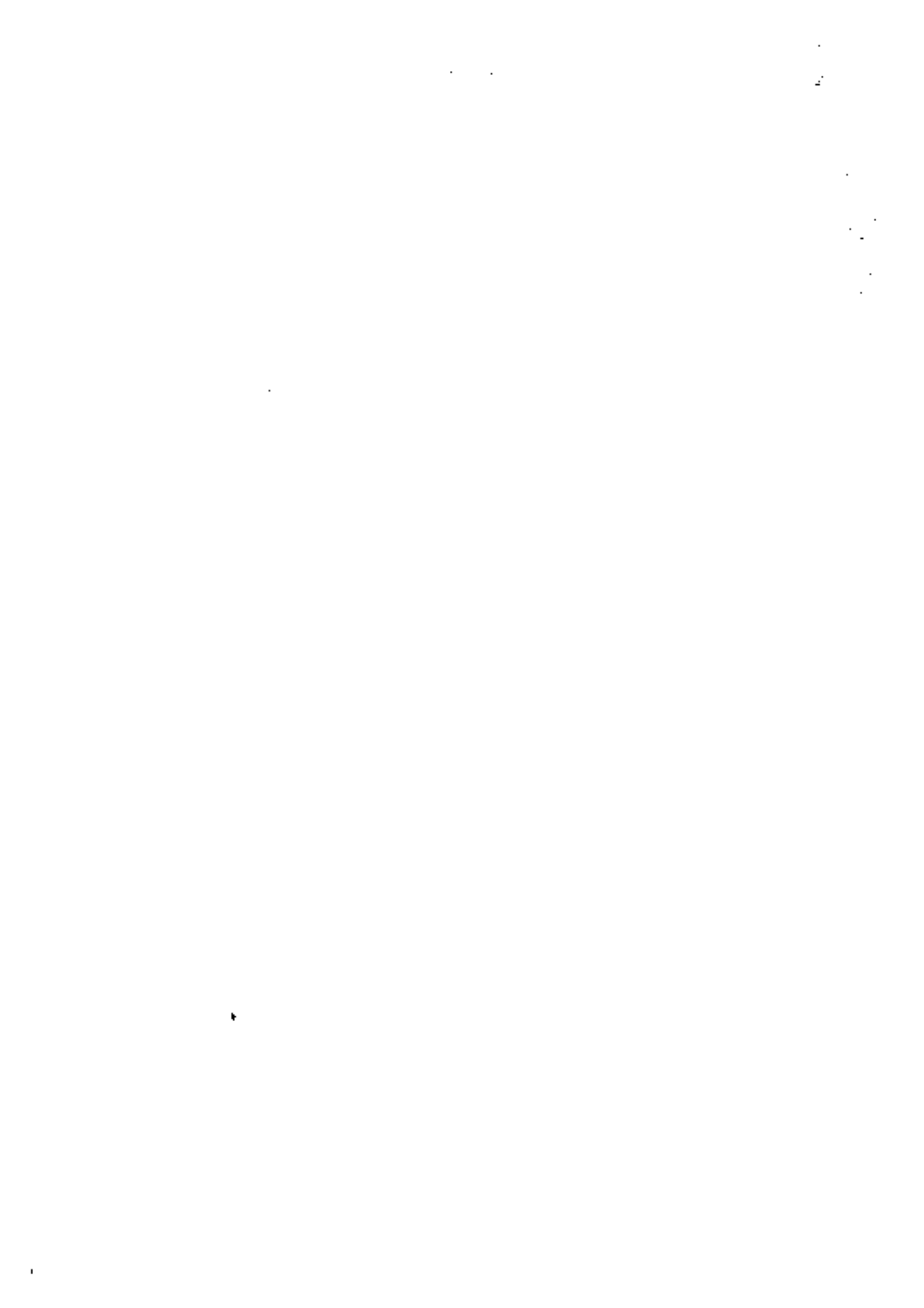
Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Manish Rajuria 38/1 A Elgin Rd, P.O:- Lata Lajpal Hari Sarani P.S:- Shawabpore, Kolkata. District:-South 24- Parganas, West Bengal, India, PIN - 700020	Represent ative of Developer [SRIJAN REALTY PVT.LTD.]			
Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Shri Rakesh Jhunjhunwala 5 Rui Charan Pal Lane, P.O - G K Rd, P.S:- Topsia Kolkata, District -South 24-Parganas, West Bengal, India, PIN - 700046	Represent ative of Land Lord [BCL STAMPIN GS INDUSTRI ES LIMITED]			
Sl No.	Name and Address of identifier	Identifier of			Signature with date
1	Mr Bapi Das Son of Late S Das A P Court, P.O:- Alipore, P.S:- Alipore, Kolkata District: South 24- Parganas, West Bengal, India, PIN 700027	Mr Manish Rajuria Shri Rakesh Jhunjhunwala			

(Utpal Kumar Basu)

DISTRICT SUB-
REGISTRAR

OFFICE OF THE D S R -
III SOUTH 24-PARGANAS

South 24-Parganas, West
Bengal



-
-
-
-

Major Information of the Deed

Deed No. :	I-1603-06979/2016	Date of Registration :	21/12/2016
Query No /Year :	1603-1000421813/2016	Office where deed is registered :	
Query Date :	13/12/2016 12:38:44 PM	D.S.R. - III SOUTH 24-PARGANAS, District:	South 24-Parganas
Applicant Name, Address & Other Details :	Bajl Das Thana : Alipore, District : South 24-Parganas, WEST BENGAL, Mobile No. : 9836960696, Status : Advocate		
Transaction :	Additional Transaction :		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 75.00,000/-]		
Set Forth value :	Market Value :		
Rs. 2/-	Rs. 11,03,71,037/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 75,031/- (Article:48(g))	Rs. 52,542/- (Article:E, E. B, M(c), H)		
Remarks :	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Tangra, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Raicharan Pal Lane, , Premises No. 8/2

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu		2 Bigha 8 Katha 2 Chatak 27 Sq Ft	1/-	10 26,34,320/-	Property is on Road

District: South 24-Parganas, P.S - Tangra, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Raicharan Pal Lane, , Premises No. 8/3

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L2			Bastu		3 Katha 10 Chatak 4 Sq Ft	1/-	77,36,717/-	Property is on Roac
Grand Total :					85.4586Dec	2/-	1103,71,037 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	BDJ STAMPINGS INDUSTRIES LIMITED 8, Raicharan Pal Lane, P.O.- G K RD P.S- Topsia, Kolkata, District-South 24-Parganas, West Bengal, India, P.N - 700046 PAN No. AABCB0349K, Status :Organization Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	SRIJAN REALTY PVT LTD 38/A ELGIN RD, P.O.- Lala Lajpat Rai Sarani, P.S.- Bhawanipore, Kolkata, District.-South 24-Parganas, West Bengal, India, PIN - 700020 PAN No. AAHCS6112K, Status :Organization

Representative Details :

Sl. No.	Name,Address,Photo,Finger print and Signature
1	Mr Manish Bajoria Son of Late Madhav Prasad Bajoria 36/1 A Elgin Rd, P.O:- Lala Lajpat Rai Sarani, P S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status : Representative, Representative of : SRIJAN REALTY PVT LTD (as DIRECTOR)
2	Shri Rakesh Jhunjunwala Son of Late Brahmdukt Jhunjunwala & Rai Charan Pal Lane, P.O:- G K Rd. P.S:- Topsia, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700046, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status : Representative, Representative of : BDJ STAMPINGS INDUSTRIES LIMITED (as DIRECTOR)

Identifier Details :

Name & address
Mr Sapi Das Son of Late S Das A P Court, P.O:- Alipore, P.S:- Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex Male, By Caste: Hindu, Occupation: Advocate, Citizen of India, , Identifier Of Mr Manish Bajoria Shri Rakesh Jhunjunwala

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	BDJ STAMPINGS INDUSTRIES LIMITED	SRIJAN REALTY PVT LTD-79.4681 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	BDJ STAMPINGS INDUSTRIES LIMITED	SRIJAN REALTY PVT LTD-5.99042 Dec

Endorsement For Deed Number : I - 160306979 / 2016

On 13-12-2016

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 11,03,71,037/-

U.K. Basu

Utpal Kumar Basu
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 20-12-2016

Presentation(Under Section 52 & Rule 22A(3) 48(1),W.B. Registration Rules,1962)

Presented for registration at 17:10 hrs on 20-12-2016, at the Private residence by Mr Manish Bajoria .

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

Execution is admitted on 20-12-2016 by Mr Manish Bajoria, DIRECTOR, SRIJAN REALTY PVT LTD, 36/1A ELGIN RD, P.O.- Lala Lalpat Rai Sarani, P.S- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700020

Identified by Mr Bapi Das. . . Son of Late S Das, A P Court, P.O: Alipore, Thana: Alipore, . City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 20-12-2016 by Shri Rakesh Jhanjhunwala. DIRECTOR, BDJ STAMPINGS INDUSTRIES LIMITED, 8, Rarcharan Pal Lane, P O:- G K RD, P.S:- Topsia Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700046

Identified by Mr Bapi Das. . . Son of Late S Das, A P Court, P.O: Alipore, Thana: Alipore, . City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

U.K. Basu

Utpal Kumar Basu
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 21-12-2016

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 4B (g) of Indian Stamp Act 1899.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 82,542/- ; B = Rs 82,489/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 82,542/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/12/2016 3:11PM with Govt. Ref. No. 192016170035794371 on 16-12-2016, Amount Rs: 82,542/-, Bank: IDBI Bank (IBKL0000012), Ref. No 108392843 on 16-12-2016 Head of Account 0030-03-104-001-15

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs 75,021/- and Stamp Duty paid by Stamp Rs 10/-, by online = Rs 75,021/-

Description of Stamp

1. Stamp Type: Impressed, Serial no E28313, Amount: Rs.10/-, Date of Purchase: 26/10/2016, Vendor name: A K Purkayastha

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt of WB Online on 16/12/2016 3:11PM with Govt. Ref No: 192016170035794371 on 16-12-2016, Amount Rs: 75,021/-, Bank: IDBI Bank (IBKL000012), Ref No. 108392843 on 16-12-2016, Head of Account 0030-02-03-003-02

U.K. Basu

Utpal Kumar Basu
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2016, Page from 173789 to 173854

being No 160305979 for the year 2016.



UK Basu

Digitally signed by UTPAL KUMAR BASU
Date: 2016.12.23 13:41:13 +05:30
Reason: Digital Signing of Deed.

(Utpal Kumar Basu) 23/12/2016 13:41:12

DISTRICT SUB-REGISTRAR

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

West Bengal.

(This document is digitally signed.)

