

SL. No. 505302/16

II-5481/16



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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18/10/16

S.No. 16131000345799/16

Development
to
Construction Agreement
Stamp: 100
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Grip

The endorsement sheets attached to this document are the part of this document

Add. Dist. sub. Registrar
Bishnupur, South 24 Pgs.

18 OCT 2016

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made this 3rd day of October, Two thousand and Sixteen
BETWEEN 1) SRI SANJAY SINGH RATHOR, proprietor, M/S. NVR STEELS (PAN No. ALXPS8607H) having its office at 106, Girish Ghosh Road, P.O. & P.S- Belurmath, Howrah-711202,
 2) ROSHNI RATHOR (PAN No. AVQPR7680C) 3) VIKASH RATHOR (PAN No. BVGPR7610K) both daughter and son respectively of Sri Sanjay Singh Rathor, both resident of Block-2, Flat No.- 7C, 5, J.B.S. Halden Avenue, P.O.- Dhapa, P.S.- Pragati Maidan, Kolkata-700105
 4) MANJIT SINGH (PAN No. BMHPS9463Q), son of Bijendra Singh, resident of 409 P. K. Guha Road, Neelam Bhawan, P.O. & P.S. Dum Dum, Kolkata-700028,

v.c.m 3/10/16
3/10/16

AND **(5) PRAVEEN SINGH** (PAN No. ARUPS2869S) son of Sri Satrugna Singh residing at C-46, New Raipur Road (East), P.O. Naktala, P.S. Bansdrani, Kolkata -700 084 hereinafter collectively referred to as the **NVR GROUP** as Owners of the First Party (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, executors, administrators and assigns) of the **FIRST PART.**

AND

(1) JALAN HI-MECH PVT. LTD. (PAN No. AAACJ6553G), a company incorporated under the Companies Act, 1956 as extended by the Companies Act 2013 having its Registered Office situated at 'PS PLUSH', 2nd Floor, 238A, A.J.C. Bose Road, P.O.-L.R. Sarani, P.S. Bhowanipore, Kolkata -700 020 represented by its Director MR. **SANJIV KUMAR TAYAL**,

(2) JALAN NIKETAN PVT. LTD. (PAN No. AABCJ1715B), also a Company incorporated under the Companies Act, 1956 as extended by the Companies Act 2013 having its Registered Office at "PS PLUSH", 2nd Floor, 238A, A.J.C. Bose Road, P.O.-L.R. Sarani, P.S. Bhowanipore, Kolkata -700 020, represented by its Director MR. **VIJAY MOHAN JALAN**,

(3) TULSI ABASAN PVT. LTD. (PAN No. AABCJ6871G) also a company incorporated under the Companies Act, 1956 as extended by the Companies Act 2013 having its Registered Office at 'PS PLUSH', 2nd Floor, 238A, A.J.C. Bose Road, P.O.-L.R. Sarani, P.S. Bhowanipore, Kolkata -700 020 and formerly situated at 122, J.N. Mukherjee Road, Ghusuri, Howrah - 711 107 and represented by its Director MR. **ABHISHEK AGARWAL**

(4) MAA DURGA ABASAN PVT. LTD. (PAN No. AAFCM6137L), a company incorporated under the Companies Act, 1956 as extended by the Companies Act 2013 having its Registered Office at 'MARBLE ARCH', 2nd Floor, 236B, A.J.C. Bose Road, P.O.-L.R. Sarani, P.S. Bhowanipore, Kolkata -700 020 represented by its Director MR. **GAURAV KARNANI**, hereinafter collectively referred to as the as Owners of the Second Party (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successor and/or successors in their respective offices/interest and assigns) of the **SECOND PART.**

Nikhil Chakraborty

NIKHIL CHAKRABORTY

AND

JALAN BUILDERS PRIVATE LIMITED (PAN No. AABCJ7754Q), a company incorporated under the Companies Act, 1956 as extended by the Companies Act 2013 having its Registered Office situated at 'MARBLE ARCH', 2nd Floor, 236B, A.J.C. Bose Road, P.O.-L.R. Sarani, P.S. Bhowanipore, Kolkata -700 020 represented by its Director **MR. PRATIJK JALLAN**, son of Sri Brij Mohan Jalan hereinafter referred to as **DEVELOPER** (which term or expression as unless otherwise excluded by or repugnant to the subject or to the context be deemed to mean and include its successor or successors in office and/or assigns) of the **THIRD PART.**

WHEREAS:

- A) In this Agreement wherever the context so permits :
- i) The NVR GROUP and the owners of the second party are collectively referred to as the Owners.
 - ii) The Owners and the Developer are collectively referred to as the 'parties' and individually as a 'party'.
- B) By a Deed of Sale dated 19th August 2005 and made between West Bengal Industrial Development Corporation (WBIDC) therein referred to as the Vendor of the One Part and Sanjay Singh Rathor proprietor of NVR Steels therein referred to as the Purchaser of the Other Part and registered at the office of the Additional Registrar of Assurances, Kolkata in Book No. 1 Volume No. 1 Pages 1 to 74 Being No. 7533 for the year 2005 the said Sanjay Singh Rathor proprietor of NVR Steels became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the various pieces and parcels of land containing by estimation an area of 1.32 acres (be the same a little more or less) situate in Mouza Chakrajumolla, P.S. Bishnupur, District South 24 Parganas (more fully and particularly mentioned and described in SCHEDULE hereunder written and hereinafter referred to as the said PROPERTY)

- C) By three separate registered Deed of Gifts all dated 14.3.2014 and duly registered in the Office of the ADSR, Bishnupur, South 24 Parganas Being No. 1610, 1614 and 1615 respectively for the year 2014 Sanjay Singh Rathor proprietor of NVR steels out of natural love and affection gifted and transferred an undivided portion of land forming part of the said property and admeasuring 22.75 decimals, 24.75 decimals and 12.50 decimals unto and in favour of the Manjit Singh & Praveen Singh, RoshniRathor&VikashRathor and VikashRathor respectively absolutely and forever.
- D) By a Deed of Conveyance dated 14th March, 2014 and registered at the office of ADSR, Bishnupur, South 24 Parganas in Book No. I, Volume No.5, Pages from 4141 to 4155, Being No.01790 for the year 2014Sanjay Singh Rathorthe Vendor therein for consideration therein mentioned sold transferred and conveyed 23.75 decimals of land forming part of the said property unto and in favour of the owners of the second partyabsolutely and forever.
- E) By another Deed of Conveyance dated 26th March, 2014 and duly registered at the office of ADSR, Bishnupur, South 24 Parganas in Book No. I, Volume No. 5 Pages 4156 to 4170Being No.01791 for the year 2014 Sanjay Singh Rathorthe Vendor therein for the consideration therein mentioned sold transferred and conveyed 23.75 decimals of land forming part of the said property unto and in favour of the owners of the second party absolutely and forever.
- F) In the events as recited hereinabove the Owners are thus absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Property with each one of them being entitled to an independent and distinct share or interest into or upon the said Property
- G) The Developer is engaged in the business of undertaking development of real estate and/or properties in the State of West Bengal and has necessary resources and a Professional Team at its command.
- H) The Owners being desirous of causing the said Property to be developed have approached the Developer to undertake the development of the said Property

which the Developer has agreed to do undertake the development of the said Property for the consideration and subject to the terms and conditions hereinafter appearing.

- I) It is hereby agreed and declared by and between the parties hereto that development of the said Property will be undertaken in phases i.e. Phase-I to comprise of the Residential Units/flats as per the building plan no. 380/510/KMDA dated 20-07-2016 sanctioned by the competent authority and herein referred to as the "SANCTIONED PLAN" and Phase -II comprising of the Residential/Commercial space, Shops to be undertaken for construction in terms of a plan to be sanctioned by the competent authority and with such terms and conditions and in the manner as hereinafter appearing.
- J) The parties are desirous of recording the same, in writing.

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

ARTICLE-I: REPRESENTATIONS AND WARRANTIES BY THE OWNERS

- 1.1 At or before the execution of this Agreement the Owners and each one of them have assured and represented to the Developer as follows:
- i) That the Owners are the absolute Owners of the said property with each one of them being entitled to an independent and distinct share or interest therein.
 - ii) That the Owners have a marketable title in respect of the said Property.
 - iii) That the said property is free from all encumbrances, charges, liens, lispendens, attachments trusts whatsoever or howsoever.
 - iv) That there is no excess vacant land comprised in the said Property.

- v) That all rates taxes and other outgoings payable in respect of the said Property upto the date of execution of this agreement shall be paid borne and discharged by the Owners.
 - vi) That this agreement has been duly approved by the Board of Directors of the each of the Owners Companies.
 - vii) That no part or portion of the said Property is subject to any notice of acquisition and/or requisition and/or road alignment.
 - viii) That the Owners are legally competent to enter into this agreement.
- 1.2 Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof the Developer has agreed to enter into this agreement and to incur various costs charges and expenses in connection with the development of the said Property subject to what is hereinafter appearing.

ARTICLE-II : DEFINITIONS

- 2.1 In this agreement unless the context so permits the following expressions shall have the meanings assigned to them as under:
- i) **COMMON AREAS, FACILITIES AND AMENITIES** shall mean corridors hallways, stairways, passageways, driveways, lift and lift room, common lavatories, pump room, tube well, underground and overhead water tank, wafer pump and motor, club house with all facilities and amenities and other facilities which may be provided as mutually agreed upon between the parties and required for the establishment, enjoyment, maintenance and/or management of the Project.
 - ii) The NVR GROUP shall collectively mean Sanjay Singh Rathor, Prop: NVR Steels, Roshni Rathor, Vikash Rathor, Manjit Singh and Praveen Singh and include their respective heirs, legal representatives, executors, administrators and assigns.
 - iii) The owners of the second part shall collectively mean Jalan Hi-Mech Pvt. Ltd., Niketan Pvt. Ltd., Tuls Abasan Pvt. Ltd. & Maa Durga Abasan Pvt. Ltd. and include its successor and/or successors and/or assigns.

- iv) **DEVELOPER** shall mean the said JALAN BUILDERS PRIVATE LIMITED and shall mean and include its successor and/or successors in office/interest and assigns.
- v) **DEPOSIT AMOUNT** shall mean the amount of refundable deposit agreed to be provided by the Developer to the Owners as hereinafter appearing.
- vi) **FLATS/APARTMENTS/UNITS** shall mean and include the various residential flats units apartments constructed spaces along with car parking spaces and common areas, facilities and amenities forming part of the phase-I development to be held and/or enjoyed by various intending purchasers on Ownership basis.
- vii) **COMMERCIAL SPACE / SHOPS** shall mean and include various commercial space/ areas, commercial units, shops and or any spaces / units as permissible and to be sanctioned by the competent authority along with car parking spaces, common areas, facilities and amenities forming part of the Phase-II development to be held and/or enjoyed by various intending purchasers on Ownership basis.
- viii) **PROJECT** shall mean the proposed new building and/or buildings to be constructed in the Phase-I & Phase-II manner by the Developer in accordance with the plan which is sanctioned or to be sanctioned by the authorities concerned comprising of various self-contained residential flats units apartments constructed spaces, commercial spaces, shops along with car parking spaces and common areas, facilities and amenities to be ultimately transferred to various intending purchasers on Ownership basis.
- ix) **INTENDING PURCHASERS** shall mean the persons intending to acquire the various flats, units, apartments, constructed spaces and car parking spaces on Ownership basis.

- x) **NVR'S SHARE** shall mean **38% (Thirty-eight percent)** of the gross receipts consequent to sale and transfer of the Project after deducting therefrom the proportionate share of marketing expenses, brokerage and other expenses at actual as hereinafter stated.
- xi) **OWNERS OF THE SECOND PART'S SHARE** shall mean **20% (Twenty-percent)** of the gross receipts consequent to sale and transfer of the project after deducting therefrom the proportionate share of marketing expenses, brokerage and other expenses at actual as hereinafter stated.
- xii) **DEVELOPER'S SHARE** shall mean **42% (Forty-two percent)** of the gross receipts consequent to sale and transfer of the project after deducting therefrom the proportionate share of marketing expenses, brokerage and other expenses at actual as hereinafter stated.
- xiii) **SANCTIONED PLAN** shall mean and include building plan No. 380/510/KMDA dated 20th July, 2016 duly sanctioned by the competent authority for construction of residential flats/apartments/units and forming part of the construction of Phase-I and such plan or plans, lay out and specifications prepared by the Architect and to be sanctioned by the competent authority for the construction of commercial spaces, shops and forming part of the construction of the Phase-II of the said property including construction of the building thereat as may be sanctioned by the authorities concerned.
- xiv) **THE SAID PROPERTY** shall mean ALL THAT the piece and parcel of land containing an area of 1 acre 32 decimals situated at Mouza- Chakrajumolla, P.S.-Bishnupur, District- South 24 Parganas, West Bengal more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written.
- xv) **TRANSFeree SHALL** mean a person, firm, limited company, association or person to whom any space in the project will be transferred by separate deed of agreement, transfer/conveyance.

- xvi) Advocate shall mean and include Shri Swapan Kumar Das of 17A, Golf Club Road, Kolkata - 700 033 representing the Owners of the Second Part and the Developer and Gaggar & Co. LLP of No.6, Old Post Office Street, Kolkata-700001 and representing the NVR Group.
- xvii) Facility Management Company shall mean and include a company formed by the NVR group for the purpose of maintenance of the project and rendition of common services to the intending purchasers.
- xviii) Holding Organisation shall mean and include an association/syndicate/society formed under the West Bengal Apartment Ownership Act, 1972.
- xix) Gross receipts shall mean and include all gross sale proceeds towards sale of residential flats/ apartments/ units, commercial spaces, Shops along with car parking space and all common parts and portions of the Project.

ARTICLE III – INTERPRETATIONS

- 3.1 In this Agreement (save to the extent that the context otherwise so requires):
- i) Any reference to any act of Parliament/Assembly whether general or specific, and shall include any modification, extension or re-enactment of it for the time being in force and all instruments, notifications, amendments, orders, plans, regulations, bye laws, permissions or directions any time issued under it.
 - ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, supplemented or novated.
 - iii) An obligation of the Developer in this Agreement to do something shall include an obligation to procure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, or allow the same to be done.

- iv) Words denoting one gender shall include other genders as well.
- v) Words denoting singular number shall include the plural and vice versa.
- vi) A reference to a statutory provision includes a reference to any notification, modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modifications made in this Agreement from time to time in force as mutually agreed upon by the parties hereto.
- viii) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- ix) All the Schedules shall have effect and be construed as an integral part of this agreement.

ARTICLE-IV: COMMENCEMENT AND DURATION

- 4.1 This Agreement has commenced and/or has deemed to have commenced on and with effect from 1st January 2016.
- 4.2 Unless terminated and/or determined in the manner as hereinafter appearing this agreement shall remain in full force and effect until such time the said Project is completed in all regards.

ARTICLE -V: TITLE

- 5.1 The Developer has verified the title of the said property and after being completely satisfied of the title has agreed to enter into this agreement and to part with the amount as hereinafter stated it being expressly agreed and understood that in the event of there being any defect in title it shall be the responsibility and obligation of the Owners to remedy and/or cure the same at its own cost and shall keep the

Developer saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.

ARTICLE- VI: GRANT OF DEVELOPMENT RIGHT

- 6.1 It has been agreed by and between the parties hereto that subject to the terms and conditions herein contained the Owners have agreed to grant the exclusive right of development in respect of the said Property unto and in favour of the Developer herein and in connection therewith the Developer shall be entitled to and is hereby authorized:
- i) apply for and obtain all consents, approvals, sanctions and/or permissions as may be necessary and/or required for undertaking development of the said Property.
 - ii) take such steps as are necessary to divert all pipes, cables or other conducting media in, under or above the Property or any adjoining or neighboring Properties and which need to be diverted for undertaking the development work.
 - iii) install all electricity, gas, water, telecommunications, and surface and foul water drainage to the Property and shall ensure that the same connects directly to the mains.
 - iv) serve such notice/notices and enter into such agreement/agreements with statutory undertakers or other companies as may be necessary to install the services.
 - v) give all necessary or usual notices under any statute affecting the demolition and clearance of the Property and the development, give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said Property and pay all costs, fees and outgoings incidental to or consequential on, any such notice and indemnify and keep indemnified the owners from and against all costs, charges, claims, actions, suits and proceedings.
 - vi) remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the Plan and has agreed to keep the Owners saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.

- vii) remain responsible for any accident and/or mishap caused by any act of the Developer while undertaking construction and completion of the said new building and/or buildings in accordance with the said Plan which may be sanctioned by authorities concerned and has agreed to keep the Owners saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.
- viii) comply and/or procure compliance with, all conditions attaching to the building permission and any other permissions which may be granted during the course of development.
- ix) comply or procure compliance with, all statutes and any enforceable codes of practice of the Municipal Corporation and/or Municipality and/or Panchayat or other authorities affecting the Property or the development.
- x) take all necessary steps and/or obtain all permissions approvals and/or sanctions as may be necessary and/or required and shall do all acts, deeds and things required by any statute and comply with the lawful requirements of all the authorities for the development of the said Property.
- xi) incur all costs, charges and expenses for the purpose of constructing, erecting and completing the said new building and/or buildings in accordance with the Plan to be sanctioned by the authorities concerned.
- xii) To market the project adequately by means of advertisement in daily newspapers and/or by hoardings and banners with the names of the NVR Group and the Developer being publicised in equal footings.
- xiii) make proper provision for security of the said Property during the course of development.
- xiv) not to allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said Property or any part or portion thereof.
- xv) not expose the Owners to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architect, Engineer and other agents as may be necessary and/or required for the purpose of construction, erection and completion of the said new building and/or buildings.
- xvi) To remain solely liable and/or responsible for all acts, deeds, matters and things for undertaking construction of the said new building and/or buildings in accordance with the Plan and to pay perform and observe all the terms,

conditions, covenants and obligations on the part of the Developer to be paid performed and observed.

- xvii) To cause itself to be registered and comply with the provisions of the West Bengal Building (Regulation of Promotion and Transfer by Promoters) Act 1993 as well as the Real Estate (Regulation & Development) Act 2016 if required.

ARTICLE -VII: PLAN

- 7.1 The Developer has already caused a plan to be sanctioned by the competent authority being Building Sanction No. 380/510/KMDA dated 20.07.2016 for the construction of residential flats/units/apartments in the property and forming part of the Phase-I programme (hereinafter referred to as the 'PHASE-I PLAN').
- 7.2 The Developer shall so far as the construction of the residential / commercial space/shops are concerned and forming part of the Phase-II programme (hereinafter referred to as the 'PHASE-II PLAN'), the Developer be entitled to and is hereby authorized to cause the Architect who, may be appointed to prepare or cause to be prepared a map or plan for being submitted to the authorities concerned for sanction subject to what is hereinafter stated.
- 7.3 The Phase-I plan as sanctioned and the Phase-II plan as prepared and/or to be prepared in accordance with the present building rules presently applicable for the purpose of obtaining maximum area available for construction and depending upon the situation the Developer shall be entitled to proceed with sanction of the plan for residential cum commercial purposes to comprise of various flats/ shops/ constructed spaces forming part of the Phase-II programme.
- 7.4 The Developer has at its own cost got the Phase-I plan sanctioned from the competent authority and for the purpose of sanction of the Phase-II Plan the Developer at its own cost shall be entitled to apply for and obtain all necessary permissions approvals consents and/or sanctions as may be necessary and/or required.
- 7.5 Immediately after the said Phase-II Plan is prepared the Developer shall forward a copy of such plan to the Owners for its approval and within fifteen days from the

date of receipt of the said Plan the Owners shall be entitled to give their suggestion and if such suggestions are reasonable and result in optimization of the revenue such changes would be incorporated to the said Plan and if within the said period of fifteen days the Owners does not make available any suggestions then and in that event the said Plan shall be deemed to have been accepted by the Owners.

- 7.6 The Owners agrees and undertakes to sign and execute all maps plans deeds documents and instruments as may be necessary and/or required to enable the Developer to obtain sanction of the said Phase-II plan and various other permissions approvals consents and/or sanctions which are necessary and/or required for undertaking the development of the said Property.
- 7.7 For the purpose of facilitating development of the said Property the Developer shall be entitled to and is hereby authorized:
- i) to have the lands surveyed.
 - ii) to cause the soil to be tested.
 - iii) to undertake such preliminary activities in connection with the development of the said Property.
- 7.7 The Developer shall apply and obtain all necessary approvals consents and/or sanctions as may be necessary and/or required for the purpose of undertaking construction of a building and/or buildings meant for residential purposes cum commercial purposes forming part of the Project and the Owners hereby agrees and undertakes to sign and execute such plan and/or such other applications and/or papers as may be necessary and/or required for the purpose of obtaining sanction of the said Phase-II Plan and in addition the Owners shall execute a General Power of Attorney in favor of the Developer or its nominee and/or nominees.
- 7.8 The Developer shall be entitled to have both the Phase-I & Phase-II Plan modified and/or revised as and when required by the Architect or the authorities concerned and shall also be entitled to alter and/or modify the said Phase-I & Phase-II plan for the purpose of maximizing returns by sale of the various flats units apartments

constructed spaces and car parking spaces to form part of the said project and in the event of any change in the building rules permitting any extra construction, the Developer shall be entitled to the benefit in respect thereof.

- 7.9 If for the purpose of obtaining sanction of the Phase-II plan or for the purpose of optimizing the constructable area if any part or portion of the said property is to be transferred to any of the concerned authorities by way of gift or otherwise then and in that event the Owners shall transfer any part or portion of the said property to any concerned authority and the Owners agree and undertake to sign and execute all deeds documents instruments and papers as may be necessary and/or required from time to time and in any event the Developer as the constituted attorney of the Owners shall be entitled to transfer such part or portion of the said property to the authorities concerned but before doing so shall give to the Owners fifteen days' notice in writing to that effect and if the Owners shall have any observations the same shall be communicated to the Developer.

ARTICLE -VIII: MAKING OVER OF THE SITE

- 8.1 The peaceful possession of the schedule premises as described in the First Schedule has already been handed over to the Developer by the Owners for the development and construction of the housing project, IT BEING EXPRESSLY AGREED by and between the parties hereto that the possession of the said Property is not being given or intended to be given to the Developer in part performance as contemplated by Section 53A of the Transfer of Property Act 1812 read with Section 2(47)(v) of the Income Tax Act 1961.
- 8.2 The Developer at its own cost shall be entitled to demolish any structures at the said Property and all accruals arising therefrom shall absolutely belong to the NVR GROUP.

ARTICLE - IX: DEPOSIT AMOUNT

9.1 The Developer has kept in deposit an amount of Rs.1,11,00,000/- (Rupees one crore eleven lacs only) which has already been paid by the developer (the NVR Group doth hereby acknowledge the said receipt of the amount in the manner below :

By Cheque no. 588326 Dated 14.12.2013 Drawn on Andhra Bank Rs. 21,00,000/-

By Cheque no. 588333 Dated 09.01.2014 Drawn on Andhra Bank Rs. 30,00,000/-

By Cheque no. 588337 Dated 15.01.2014 Drawn on Andhra Bank Rs. 50,00,000/-

By Cheque no. 000284 Dated 23.04.2015 Drawn on Andhra Bank Rs. 10,00,000/-

as and by way of interest free deposit with the NVR GROUP (hereinafter referred to as the said DEPOSIT) and the same shall be refunded back to the Developer in the following manner:-

- (i) An amount of Rs. 61,00,000/- (Rupees sixty one lac only) to be refunded in installments as stated below after the NVR Group receives Rs.10,00,00,000/- (Rupees Ten crore only) of the total NVR share from Gross Receipts as defined in this agreement.
- (ii) The installments amounts shall be realized from the NVR Share of balance Gross Receipts (herein after referred to as the NVR Receivables) by deducting an amount equivalent to 20% (Twenty percent) from such receivables till the refund of the said amount is appropriated, it being expressly agreed upon that the provision for such installments of 20% (Twenty percent) from the receivables shall be made available in the escrow account or alternatively, on receiving the balance sale proceeds, 20% (Twenty percent) of such amount required to be refunded for clearing the deposits shall be reimbursed by the NVR Group within seven days from such receivables.
- (iii) The balance of Rs. 50,00,000/- (Rupees Fifty lac only) to be refunded after the completion certificate has been obtained from the competent authority on completion of the project.

ARTICLE -X: TOTAL DEVELOPMENT COSTS

- 10.1 The Developer shall incur all developments costs including all costs, fees and expenses wholly and exclusively expended or incurred by the Developer save and except an amount of Rs.90,00,000/- (Rupees ninety lac only) (hereinafter referred to as the 'CONTRIBUTION AMOUNT') to be contributed by the NVR Group towards the cost of construction of the project.
- 10.2 The contribution amount shall be contributed by NVR Group to the Developer in installments, after having received an amount not less than Rs.10,00,00,000/- (Rupees Ten crore only) towards the share of the Gross Receipts, sale proceeds out of the total NVR share as defined in this agreement.
- i) The installments amounts shall be realized from the balance receivable sale proceeds of the NVR Share of the receivables by deducting an amount equivalent to 20% (Twenty percent) from such receivables till the refund of the said amount is appropriated it being expressly agreed upon that the provision for such installments of 20% (Twenty percent) from the receivables shall be either made available in the Escrow Account or alternatively, on receiving the balance sale proceeds, 20% (Twenty percent) of such amount required to be contributed shall be made by the NVR Group towards the contribution cost within seven days from such receivables.
- 10.3 The development cost to be incurred by the developer shall include:-
- i) The proper costs of obtaining planning permissions in respect of the development (including fees of the architects surveyors or consultants relating thereto) together with planning and building regulation fees, fees payable to statutory undertakers and other fees necessary to secure all required consents and any costs in entering into and complying with any agreement or any legislature of similar nature.
- ii) The proper costs of investigations, surveys, and tests in respect of soil, drains, structures and rights of light.

- iii) The proper costs to be incurred and/or payable to architects, surveyors, engineers, quantity surveyors or others engaged in respect of the development.
- iv) All rates, water rates, or any other outgoings or impositions lawfully assessed in respect of the property or on the Owners or occupiers of it in respect of the Development and all costs of maintaining and repairing the Development in so far as in all such cases the responsibility therefore is not assumed by or recoverable from any third party.
- v) All other sums properly expended or incurred by the Developer in relation to carrying out the completion of the Development.
- vi) All proper costs and interests and other finance costs payable by the Developer for undertaking development.

ARTICLE XI – CONSTRUCTION AND COMPLETION

- 11.1 Unless prevented by circumstances under force majeure, the Developer shall construct the said Project in two phases namely the following:-
- a) Residential building/buildings containing residential flats/apartments/units along with car parking spaces and common areas, facilities and amenities forming part of the Phase-I development to be completed within 36 months from 1st November, 2016 (hereinafter referred to as the **PHASE - I - COMPLETION DATE**) with a further grace period of six months if required (hereinafter referred to as the **PHASE - I - GRACE PERIOD**) which may be further extended for another twelve months (hereinafter referred to as the **'PHASE- I EXTENDED GRACE PERIOD'**) and in the event of any default on the part of the Developer in completing the said Phase I upon expiry of the Grace Period consequences will follow as hereinafter appearing.
 - b) Flats /Apartments/Commercial space/units, shops, and or any other spaces/units either residential or commercial as permissible by the competent authority and to be sanctioned or approved by the said authority, along with car parking space and

common areas, facilities and amenities forming part of the Phase-II development to be completed within thirty six months from the date of 1st November, 2016 (hereinafter referred to as the PHASE - II - COMPLETION DATE) with a further grace period of another six months if required which may be further extended for another twelve months (hereinafter referred to as the "PHASE - II EXTENDED GRACE PERIOD") and in the event of any default on the part of the Developer in completing the said Phase-II upon expiry of the Grace Period consequences will follow as hereinafter appearing.

- c) Time shall be the essence of the contract.
- 11.3 The Developer shall cause the said new building and/or buildings to be constructed erected and completed with such materials and/or specifications (details whereof will appear from the Second Schedule hereunder written) or as may be recommended by the Architect for the time being in force.
- 11.4 The Architect shall be entitled to alter and/or change such specification with better and/or superior quality of materials and in the event of the Developer providing such superior quality the Owners shall be liable to contribute its proportionate share towards such changed and/or superior quality of materials and/or specifications
- 11.5 The Developer hereby undertakes to keep the Owners indemnified against all actions suits costs proceedings and claims that may arise out of the Developer's deliberate action with regard to the development of the said Property and/or in the matter of construction of the said new building and/or for any defect therein.
- 11.6 If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise of the Developer, the Architect or their labourers or contractors, the same shall be on account of the Developer and the Owners shall be fully absolved of any liability or claims thereof or there from.
- 11.7 After the site is made over to the Developer (hereinafter referred to as the **START DATE**) the Developer shall -

- i) Immediately commence and/or proceed diligently to execute and complete the development and in this regard the Developer shall be entitled to demolish the existing building and/or structures standing thereon and all debris accruing therefrom shall belong to the NVR Group.
- ii) Proceed diligently and execute and complete the development in a good and workmanlike manner with good quality materials details whereof will appear from the Second Schedule hereunder written and/or as may be recommended by the Architect free from any latent or inherent defect.
- iii) Execute and complete the development in accordance with the approved plans of the Phase-I and Phase-II and shall obtain all planning permissions which may be necessary and/or required and shall comply with the requirements of any statutory or other competent authority and the provisions of this agreement.
- iv) In connection with the development of the said Property the Developer shall be entitled to appoint its own professional team for undertaking development of the said Property.
- v) The Developer shall take all necessary action to enforce the due, proper and prompt performance and discharge by the other parties of their respective obligations under the building contract, any sub contracts or agreements with the Development and the appointments of the members of its Professional Team and the Developer shall itself diligently observe and perform its obligations under the same.
- vi) The Developer has used and shall continue to use all reasonable skill and care in relation to the development, to the co-ordination management and supervision of the Building Contractor and the Professional Team, to selection and preparation of all necessary performance specifications and requirements and to design of the Development for the purposes for which is to be used or specific.
- vii) The approved plans as /or to be prepared competently and professionally so as to provide for the housing project comprising of residential flats/apartments/units.

commercial spaces, shops and shopping mall along with car parking space, common areas, facilities and amenities which shall be developed in phase-I and Phase-II manner and shall be free from any design defect and fit for the purpose for which is to be used.

- viii) The Developer shall commence and proceed diligently to execute and complete the development:
 - a) in a good and workman like manner with good quality of materials of their several kinds free from any latent or inherent defect (whether of design, workmanship or materials)
 - b) in accordance with the Approved Plans, Planning Permissions and all planning permissions which may be granted for the development, the consents, any relevant statutory requirement and building regulations, the requirements of any statutory or other competent authority and the provisions of this agreement.
- ix) The Developer shall use its best endeavors to cause the Development to be practically in accordance with the provisions of this Agreement.

ARTICLE XII – AUTHORISED REPRESENTATIVES

- 12.1 For the sake of convenience it has been agreed that Mr. Sanjay Singh Rathor shall be deemed to be the authorized representative of the NVR Group and that Mr. BRIJ MOHAN JALAN shall be deemed to be the authorized representative of the owners of the second part and the Developer (hereinafter collectively referred to as the **AUTHORISED REPRESENTATIVES**) and any act deed or thing done by any of the authorized representatives shall be final, conclusive and binding on the party to which such authorized representative belongs.
- 12.2 Any notice given to any of the authorized representative will be a notice to the persons whom such authorized representatives are representing.

ARTICLE- XIII: REVENUE SHARING

- 13.1 In consideration of the above and in further consideration of the mutual covenants herein contained and in further consideration of the Developer having agreed to incur all costs charges and expenses for undertaking development of the said Property (hereinafter referred to as the CONSTRUCTION COSTS) save and except the contribution amount as defined in the agreement it has been agreed that the various flats, apartments, units commercial spaces, shops forming part of the said Project will be marketed and sold by the Developer and the gross receipts received for sale of the project (hereinafter referred to as the 'GROSS RECEIPTS'), shall be shared between the Owners and the Developer shall be divided into three parts whereby NVR Group shall be entitled to 38% (Thirty-eight percent) of such gross receipts (hereinafter referred to as NVR SHARE) and the Owners of the Second Part shall be entitled to 20% (Twenty percent) of such gross receipts (hereinafter referred to as the owners of the second part's share) and the remaining 42% (Forty two percent) of such gross receipts shall retained by the Developer (hereinafter referred to as the DEVELOPER'S SHARE).
- 13.2 For the purpose of distribution, the amounts to be received by the Developer on account of electricity deposits, generator deposits, deposits on account of municipal rates taxes and other outgoings including maintenance charges and Sinking Fund shall not be taken into account or be treated as a part of the gross receipts and the same shall be held by the Developer till the time of handing over possession to the Facility Management Company and all deposits as stated above are transferred to the said Facility Management Company after meeting all cost and expenses if any for the amount so collected after providing complete accounts of such expenses, it being expressly agreed upon that upon formation of the holding organization the said amount shall be transferred to the holding organisation.
- 13.3 The entirety of the development forming part of the said Project shall be jointly sold by the parties hereto to the respective intending purchasers, through the marketing agents as mutually agreed upon.

- 13.4 For the purpose of giving effect to this agreement it has been agreed by and between the parties hereto that the parties hereto shall jointly enter into agreements for sale and transfer of the various flats units apartments constructed spaces and car parking spaces with various intending purchasers on such terms and conditions as may be agreed upon between the parties and the Intending Purchasers and the Owners and the Developer agrees and undertakes to sign and execute all deeds documents instruments and papers as may be necessary and/or required
- 13.5 All amounts received towards the Gross Receipts consequent to sale and transfer of the various flats units apartments constructed spaces, commercial spaces, shops along with car parking spaces by the parties hereto will be kept in a separate bank account (hereinafter referred to as the ESCROW ACCOUNT) it being expressly agreed upon that the bankers maintaining the escrow account shall transfer and/or distribute the gross receipts towards the sale of the housing project amongst the NVR group, the owners of the second part and the developer in the ratio as described aforesaid.
- 13.6 In the event of any agreement for sale and transfer being cancelled and/or rescinded any amount which may become refundable to any intending purchasers consequent to cancellation, the Owners and the Developer and each one of them shall be liable for refund of the Amount in proportion to their respective shares and the owners shall refund the said proportionate amount to the developer within 7 days of demand and then the developer shall make the refund to the purchasers in full.
- 13.7 Upon completion of the said housing project and issuance of the completion certificate by the authorities concerned if any of the various flats, apartments, units commercial spaces, shops and car parking spaces remaining unsold and forming part of the Project (hereinafter referred to as the **UNSOLD AREA**) the said Unsold Area shall be apportioned and distributed between the parties hereto in a manner whereby the NVR Group shall be entitled to 38% (Thirty-eight percent) of such Unsold Area, the Owners of the Second Part shall be entitled to 20% (Twenty percent) of such unsold area and the Developer shall be entitled to the remaining 42% (Forty-two percent) of such Unsold Area and each of the parties shall be entitled to deal with the areas so remaining unsold and allotted to each one of

them in terms of this agreement. The allocation and/or distribution of the said Unsold Area amongst the parties hereto will be done in a just and equitable manner.

- 13.8 For the purpose of facilitating the sale and transfer of the project the Owners of the Second Part has agreed to execute a power of attorney in favour of Sanjay Singh Rathor, Proprietor of NVR Steels.
- 13.9 It is further agreed between the parties that Sri Sanjay Singh Rathor, proprietor, NVR Steels will receive the entire consideration on behalf of the Owners' of the First Party and Jalan Builders Private Limited will receive the consideration on behalf of the Developers' allocation and also the allocation of the Owners' of the Second Party.

ARTICLE-XIV: MARKETING & BROKERAGE

14. The parties hereto have agreed to share the cost of the marketing expenses and brokerage charges to the extent of 5% of the gross receipts and in proportion to their respective shares in the said housing project and as defined in the agreement.
- 14.1 The cost of marketing expenses and brokerage charges shall be initially paid by the developer and to be reimbursed by the owners in proportion to their respective shares in the said housing project from the amounts received towards the gross receipts within seven days from such payments made by the developer and demanded thereafter from the owners it being expressly made clear that at any given time the cost of reimbursement of such marketing expenses and brokerage charges shall not exceed 5% (Five percent) of the amounts received towards gross receipts amount.

ARTICLE- XV: SERVICE TAX

15. The parties hereto have agreed that Service Tax received from the intending purchasers on sale of the housing project shall be paid by the developer to the service tax authorities within the time frame and as per law and such payments made by the developer shall be reimbursed by the owners in proportion to their

respective shares in the housing project to the developer within a period of seven days.

- 15.1 In the event, the developer fails to make payment of the Service Tax and/or delays in making payment of the service tax, any liability arising therefrom shall be on account of the developer and the developer shall keep the owners indemnified, saved harmless against any costs, consequences, liabilities arising therefrom.

ARTICLE- XIV: MAINTENANCE OF THE COMMON PARTS AND PORTIONS FORMING PART OF THE SAID PROJECT

- 14.1 The Developer in consultation with the Owners shall be entitled to frame necessary rules and regulations for the purpose of regulating the user of the various units forming part of the said project and each of the persons intending to and/or acquiring a unit/space in the said project shall be liable and agrees to observe such rules and regulations as shall be framed from time to time and shall also be liable to contribute the proportionate share on account of the maintenance charges

ARTICLE XV- FORCE MAJEURE

- 15.1 The Developer shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Developer to be performed and observed if it is prevented by any of the conditions herein below:

- i) Fire
- ii) Natural calamity
- iii) Tempest
- iv) Local problem and/or local disturbance.
- v) Any prohibitory order from the court, Kolkata Municipal Corporation and other authorities.

ARTICLE- XVI: FACILITY MANAGEMENT COMPANY/HOLDING ORGANISATION

16.1 After completion of the said Project or so soon thereafter the NVR Group shall form a Facility Management Company (hereinafter referred to as the Management Company) to take control of the common parts and portions of the project and also for the purpose of rendition of the common services with each of the persons acquiring a unit/space in the said new building and/or project shall be liable and agrees to make payment of the proportionate share of the maintenance charges to such Management Company without raising any objection whatsoever or howsoever it being expressly made clear that on formation of any association/syndicate/ society of the intending purchasers under the West Bengal Apartment Ownership Act, 1972 (hereinafter referred to as the 'HOLDING ORGANISATION') they Facility management company shall hand over maintenance of the project to the holding organization along with all records and accounts.

ARTICLE- XVII: OWNERS'S OBLIGATIONS

- 17.1 The Owners have agreed:
- i) To co-operate with the Developer in all respect for development of the said Property in terms of this agreement
 - ii) To execute all deeds documents and instruments as may be necessary and/or required from time to time.
 - iii) For the purpose of obtaining all permissions approvals and/or sanctions to sign and execute all deeds documents and instruments as may be necessary and/or required to enable the Developer to undertake construction of the New Building and/or Buildings in accordance with the said Plan
 - iv) The Owners will execute a registered power of attorney in favor of the Developer or its nominee and/or nominees to enable the Developer to obtain sanction of the said Plan and to do such other acts deeds and things which are necessary and/or required towards construction work and the Owners shall also execute a

General Power of Attorney in favor of the Developer or its nominee and/or nominees for implementation and/or giving effect to this Agreement.

17.2 The Owners have agreed that without the consent of the Developer in writing the Owners shall not cancel and/or revoke the said Power of Attorney.

17.3 The Owners of the Second Part shall execute a Power of Attorney in favour of the NVR Group for the purpose of execution and registration of agreement for sale, deed of conveyance and other documents as and when required.

ARTICLE- XVIII: (DEVELOPER' INDEMNITY)

18.1 The Developer hereby undertakes to keep the Owners indemnified and indemnify the Owners against all third party claims and actions arising out of any sort of act or omission of the Developer in or relating to the construction of the said Building.

18.2 The Developer hereby undertakes to keep the Owners indemnified and indemnifies the Owners against all actions suits costs proceedings and claims that may arise out of the Developer's action with regard to the development of the said Property and/or in the matter of construction of the said Building and/or for any defect therein.

18.3 In the event of any accident and/or mishap taking place during construction and completion of the said new building whether due to negligence or otherwise because of any act deed or thing on the part of the Developer, Architect and/or labourers and contractors the same shall be on account of the Developer and the Owners shall be fully absolved of any liability or claim in respect thereof of any account whatsoever or howsoever.

18.4 The Developer hereby undertakes that without prior written permission of the Owners the Developer shall not assign and/or transfer this Development Agreement to any one whatsoever.

- 18.5 The Developer further undertakes to compensate if required, to the intending purchasers for any delay caused in completing the said project and as defined in the agreements to be entered into with such intending purchasers and has agreed to indemnify and keep the Owners and each one of them saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings including litigation costs.

ARTICLE- XIX: MUTUAL COVENANTS

- 19.1 The owners and the developer jointly and severally agree and covenant with each other as follows:-
- a) That the service tax applicable and received from the intending purchasers and deposited in the escrow account shall be paid to the statutory authorities within the time frame as defined.
 - b) That on completion of the project the unsold area shall be divided and/or allocated to the parties hereto and in the ratio of their shares as defined amicably and all ancillary charges, utility charges, maintenance charges, sinking fund and maintenance deposit if any, pertaining to the unsold area shall be deposited by the parties to the Facility Management Company/holding organization.
 - c) That on completion of the project or so soon thereafter, all ancillary charges, utility charges, maintenance charges, sinking fund and maintenance deposit if any collected by the parties and lying in the Escrow Account shall be transferred to the account of the Facility Management Company/Holding Organisation after deducting expenses, if any directly linked to the above.
 - d) That all revenues generated out of sale of the project comprising of various flats/units/apartments, commercial spaces, shops, shopping mall shall be deposited in the escrow account and such amount deposited shall be distributed and/or disbursed to the owners and the developer in the ratio as mentioned in this agreement.

- e) That the marketing and sale of the housing project shall be made jointly by the owners and the developer.
- f) The name of the housing project shall be "NVR PRIDE" or as mutually decided.

ARTICLE- XX: BREACHES AND CONSEQUENCES THEREOF

- 20.1 Each of the parties assure and covenant with each other to faithfully perform and observe the terms and conditions herein contained and on the part of each of the parties hereto respectively to be paid performed and observed. However, in the event of any of the parties failing to comply with any of the terms and conditions contained herein then and in that event save and except for delay caused by the Developer in completing the project in terms of this agreement then and in that event the other party/parties shall give notice to the party in default to rectify and/or remedy such latches and/or defects within a period of 30 days (hereinafter referred to as the CURING NOTICE) and in the event of the party in default failing to cure such latches and/or defects within the curing period the other parties shall have the option of claiming damages as may be awarded by the Arbitrator as hereinafter appearing and/or terminate and/or rescind this agreement with or without notice.
- 20.2 So far as completion of the project is concerned any default on the part of the Developer in completing the said housing project within the time frame as aforesaid i.e. within the Grace Period and/or Extended Grace period (save and except in conditions amounting to Force Majeure), the Developer shall be liable to compensate the NVR Group in a sum of Rs. 5,00,000/- (Rupees Five lac per month) or part thereof as and by way of damages during the said Extended Grace Period it being expressly made clear that in the event of the Developer failing to complete the said Project within the Extended Grace Period the NVR Group shall be entitled to cancel and/or rescind this agreement with or without notice for which no consent of the owners of the second part would be necessary and/or required and this agreement by itself is and shall be treated as the consent of the owners of the second part.

- 20.3 In the event of the Developer is declared insolvent and/or bankrupt and/or fails to commence the work of construction of the said Housing Project within December, 2016 from the sanction of the said Plan (hereinafter referred to as the START DATE) then and in that event the NVR Group shall be entitled to cancel and/or rescind its agreement and claim damages from the Developer.
- 20.4 In the event the said agreement is terminated and/or rescinded:
- i) The Owners of the Second Part shall immediately and without causing any objection and/or hindrance transfer their 20% (Twenty percent) share in the said property unto and in favour of the NVR Group for a total consideration of Rs.90,00,000/- (Rupees Ninety lac only) (hereinafter referred to as the 'TRANSFER AMOUNT') and any amount contributed by the NVR Group towards the contribution amount shall be treated as a part of the transfer amount to be paid to the Owners of the Second Part.
 - ii) The Developer shall cease to have any right, title and interest claim or demand under this Agreement or in respect of the said project and the NVR Group shall be entitled to deal with the said property exclusively without any objection and/or hindrance from the developer and/or the owners of the second part, provided the developer and the owners of the second part are re-imbursed/paid their security deposit and transfer amount respectively.
 - iii) The amounts received from the various intending purchasers shall be refunded by the parties hereto in proportion to their respective ratio in the manner stated above.
 - iv) In the event of delay on the part of the Developer in completing the said Housing Project (not amounting to force majeure) any damages agreed upon and becoming payable to any of the intending purchasers in terms of the agreements for sale to be entered into with such intending purchasers, the Developer alone shall be liable and/or responsible and shall keep the Owners saved harmless in this regard.
 - v) In the event, the developer fails to implement the project for any restriction imposed by the government or statutory authorities or due to changes in the government policy, in such event, the NVR Group shall have the right to deal with

the said property independently including the right to transfer, alienate in favour of the third party without any obstruction, hindrance and/or claim from the Owners of the second Part and/or the Developer subject to the NVR Group making a payment of Rs.2,01,00,000/- (Rupees Two crore one lac only) to the Owners of the Second Part and/or the Developer in full and final settlement of this agreement.

ARTICLE-XXI: NEGATIVE COVENANTS

21.1 The Owners as and by way of negative covenants has assured and covenanted with the Developer as follows:

- i) Not to sell transfer alienate and/or encumber the said property.
- ii) Not to create any interest of any third party into or upon the said property or any part or portion thereof.
- iii) Not to bring about a change in the shareholding pattern of the Owners Company.
- iv) The shareholders shall not sell and transfer the shares held by them to any outsider and/or stranger.
- v) Not to do any act deed or thing which may be contrary to or in violation of any of the terms and conditions herein contained.
- vi) To do all acts deeds and things as may be necessary and/or required from time to time.

ARTICLE XXII - MISCELLANEOUS

22.1 **TAXES:** The parties agree and assure each other that each of the parties will make payment of their respective share on account of Service Tax, VAT, GST and other statutory outgoings and have agreed to keep each other saved harmless and fully indemnified in this regard.

22.2 **BORROWING:** The Developer shall be entitled to apply for and obtain construction loan from any Bank and/or Financial institution and/or any other person and/or persons and in order to enable the Developer to obtain such construction loan the Owners agrees and undertakes to sign and execute all deeds documents and instruments as may be necessary and/or required IT BEING EXPRESSLY AGREED AND UNDERSTOOD that the Developer alone shall be liable for repayment of the loan amount, interest, penalty and other amounts accruing due thereon and shall keep the Owners saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings including litigation costs.

22.3 **RELATIONSHIP OF THE PARTIES:**

- (i) This Agreement does not create nor shall it in any circumstances be taken as having created a partnership between the parties
- (ii) All contracts and agreements entered into by the Developer pursuant to this Agreement shall be contracts or agreements between the Developer as principal and the respective third parties and the Owners shall have no obligation or liability under them except to sign and execute such deeds documents and instruments for the purpose of conferring a legal title.

22.4 **NON WAIVER :** any delay tolerated and/or indulgence shown by the Developer in enforcing the terms and conditions herein mentioned or any tolerance shown shall not be treated or constructed as a waiver of any breach nor shall the same in any way prejudicially affect the rights of the Developer.

22.5 **ENTIRE AGREEMENT:** this agreement supersedes all document and/or writing and/or correspondence exchanged between the parties hereto. Any addition alteration or amendment to any of the terms mentioned herein shall not be capable of being enforced by any of the parties unless the same is recorded in writing and signed by both the parties.

22.6 **NOTICES:** Notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid first class post with recorded delivery, or by fax addressed to the intended recipient at its address set out in this agreement or to such other

address or telefax number as any party may from time to time duly notify to the others. Any such notice, demand or communication shall, unless the contrary is proved, be deemed to have been duly served (if given or made by fax) on the next following business day in the place or receipt (of if given by registered post with acknowledgement due) two days after posting and in proving the same it shall be sufficient to show, in the case of a letter, that the envelope containing the same was duly addressed, correctly stamped and posted and in case of a fax such telefax was duly dispatched to a current telefax number of the addressee.

- 22.7 No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any one of the parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy.
- 22.8 Time shall be the essence as regards the provisions of this agreement, both as regards the time and period mentioned herein and as regards any times or periods which may, by agreement between the parties be substituted for them.
- 22.9 If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 22.10 Save as hereinbefore provided, termination of this agreement for any cause shall not release a party from any liability which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act or omission prior to such termination.
- 22.11 All municipal rates taxes and other outgoings including Khazana (hereinafter referred to as the RATES & TAXES) payable in respect of the said Property upto the date of execution of the said Development Agreement shall be paid borne and

discharge by the Owners and thereafter it shall be the obligation and responsibility of the Developer to make payment of all municipal rates and taxes till completion of the said project.

- 22.12 The Agreement (together with schedules, if any) the entire agreement between the parties and save as otherwise expressly provided, no modifications, amendments or waiver of any of the provisions of this agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto.
- 22.13 This agreement shall be binding on the parties hereto and their respective successors and assigns.
- 22.14 In the event of any ambiguity or discrepancy between the provisions of this agreement and the articles, then it is the intention that the provisions of this agreement shall prevail and accordingly the parties shall exercise all voting rights and other rights and powers available to them so as to give effect to the provisions of this Agreement and shall further, if necessary, procure any required amendment to the Articles.
- 22.15 Nothing contained in this agreement shall be deemed to constitute a partnership between the parties hereto nor shall constitute any party the agent of the other for any purpose.
- 22.16 Each party shall co-operate with the others and execute and deliver to the others such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.
- 22.17 It is agreed between the parties that in case any additional land (adjoining area of Schedule land) is acquired or purchased it shall be purchase in the name of Sanjay Singh Rathore and the required purchase price shall be disbursed by Developer at first instance, provided said amount to be adjusted or to be paid fully from the sale

proceeds by Sanjay Singh Rathor to the developer, after making full adjustment said Sanjay Singh Rathor will get their remaining portion. The ratio of allocation will remain same as per this agreement.

ARTICLE- XXIII: ARBITRATION AND JURISDICTION

- 23.1 The parties as far as possible shall amicably try and resolve all disputes and differences which may arise. However, in the event of any such disputes and/or differences being incapable of being resolved amicably then and in that event the parties shall refer such disputes and differences to the sole arbitration of a person in whom both parties have full trust and confidence, failing whereof, each party shall be entitled to nominate and appoint one arbitrator and both the said two arbitrators shall appoint the Third and/or Presiding Arbitrator and the same shall be deemed to be a reference within the meaning of the Arbitration & Conciliation Act 1996 or any other statutory modification or enactment thereto for the time being in force.
- 23.2 The Arbitrators shall have summary power and shall be entitled to lay down their own procedure.
- 23.3 The Arbitrators shall be entitled to pass interim awards and/or directions.
- 23.4 It shall not be obligatory on the part of the Arbitrators to follow the principles laid down under the Indian Evidence Act.
- 23.5 The parties hereto assure and covenant with each other that they have full trust and confidence in the Arbitrators and agree to abide by all their directions and/or awards and not to challenge or dispute the same in any manner whatsoever.
- 23.6 Courts at Kolkata or any other relevant Courts in West Bengal shall have jurisdiction to entertain and try all actions suits and proceedings arising out of these presents.

THE FIRST SCHEDULE ABOVE REFERRED TO
(PROPERTY)

ALL THAT the piece and parcel of agricultural land along with structures standing thereon lying and situated in J.L. No. 18, R.S. No. 134, Touzi No. 1 to 8 and 8 to 16 in Mouza Chakrajumolla, P.O.- Bishnupur, Dist- 24 Parganas (South) under Rasapunja gram Panchyat:

R.S. & L.R DAG NO.	L.R. KHATIAN NO.	AREA (IN DECIMAL)
430	1196 & 1476 to 1483	15.00
432	1196 & 1476 to 1483	51.00
433	1196 & 1476 to 1483	37.00
435	1196 & 1476 to 1483	09.00
436	1196 & 1476 to 1483	08.00
437/1039	1196 & 1476 to 1483	12.00
TOTAL		132.00 Decimal, Equivalent to 79.9 Kattahs

THE SECOND SCHEDULE ABOVE REFERRED TO
(SPECIFICATIONS)

- CIVIL CONSTRUCTION:** R.C.C. frame structure on R.C.C. raft on R.C.C. piles or salbala piles foundation as recommended by structural engineer with isolated columns on footing foundation brick built walls plastering with sand cement. Brick work with good quality bricks in cement mortar 1:4 common outer wall 8" and inside partition walls 5" with C.M. 1:4. The Foundation and structure design shall have sufficient for extra load capacity for 1 or 2 Extra Floors over & above now planned as per Rules.

2. **EXTERNAL FINISHING:** As per Architects requirement partly stone cladding, weather proof paint or surface texture with glass/structural glazing coverage of stair case & drain outer elevation with modern elevation.
3. **INTERIOR FINISHING:**
 - (a) Floor
 - (i) Common area lobby passage, lift facial staircase, with combination of marble/granite/ceramic floor tiles.
 - (ii) Interior of wall & ceiling lime panning / P.O.P.
4. **Bathrooms:** With tiles/marble flooring with tiled walls up to shower height, toilet, basin & other fitting of standard material. All pipe-main & distribution, sewerage, rainwater etc. of approved MS. C.I./Plastic of standard quality with ISI specification. Provision for Hot & Cold Shower.
5. **Kitchen:** Cooking platform of Kota/Karoppa with 2' Dado of ceramic tiles, with sink & tap, & provision for exhaust & kitchen Chimney.
6. **Door:** Main Entrance Door:
 - (a) Flush Door with Teak ply having one side Polishing and other side white plastic enamel painting.
 - b) Wood doorframe as approved by the architect.
 - c) Tower bolt from inside of 5" X 3" Min.
 - d) Eye hole
 - e) Handle from outside of the door with lock.
 - f) 3 nos. oxidized hinges /S.S. Hinges
 - g) Hatch Bolt.

Other Doors:

- a) Waterproof ply flash doors painted both the side with plastic enamel paint with waterproof ply.
- b) Wood frame as per the design of the Architect.
- c) Aluminum tower bolt 6" long from inside the doors.
- d) Hatch bolt with handle for doors of the bedrooms only.

7. **WINDOWS:**

- a) All windows Aluminium frame and suitable painted or Aluminium Anodized.
- b) All window shutters will be full glazed with 3 mm. Thick glass panels.
- c) The window of the toilets shall have translucent glass.

8. **Wood used in doors, windows and frames shall be of good quality 'Sal' or similar with treated for seasoning and termite.**

9. **WATER SUPPLY:** Corporation water shall be arranged with Deep Tube well subject to permission (a) R.C.C. overhead reservoir will be provided on the top of the building as per design. (b) Suitable electric pump and motor will be installed at ground floor to lift water to over head reservoir from underground reservoir.

10. **POWER SUPPLY:**

- (a) Individual metering for all flats (Security Deposit from Flat Owners). Two Separate 3 phase Meters for common Areas, stair, Lift, Pump etc.
- (b) Generator will be provided only Common Areas, Stair, Lift, Pump etc.
- (c) Individual Generator supply will be provided after approval by requirements from the purchaser's alongwith an additional cost for the same.

11. **CHANGES:** No internal & external (without changing the sanctioned plan) changes are ordinarily allowed. Internal changes may be allowed with price, approval &

payment with additional costs (As per Competent Authority approval & at Cost + 20%).

12. **STAIRCASE:** Mosaic steps and railing, foot lights.
13. **ROOF:** 2.3 ft. height parapet wall will be provided all around the roof slab.
Suitable rain water pipe for proper drains of water from roof will be provided.
14. **COMPOUND:** Compound will be paved wherever required and wall all round at a height of 5 ft. from the ground level with Main Steel Gate & one small Gate for persons, Room in the Ground Floor for security/caretaker, light at Gate and around the Building common toilet, Generator Room, and Guard room on ground floor to be provided.
15. **DRIVE WAY:** Suitable tiles/pavers.
16. R.C.C. Underground tank & PVC/RCC Roof Tank.
17. **ELECTRICAL INSTALLATION:** Concealed conduit wiring & ISI Grade – Conductor wires & cables switched with distribution box of each unit with MCB & provision for generator switch over & each unit with standard Nos. of light, fan, A.C. in room, plugs-exhaust in kitchen.
18. Television, points, Main line, Distributions as per WBSEDCL requirement with provision for separate meters of each unit and common meters for lift, pump, tube well, common electricity etc.
19. **SANITARY & PLUMBING:** Concealed pipe work, as per ISI codes, municipal supply with tube well provisions (subject to possibility) sanitary fittings of standard manufacturer.
20. **ELEVATOR:** Elevator – with provision of last floor of standard make.
21. **SECURITY SYSTEM & FIRE FIGHTING:** Fire fighting as per fire Deptt. / Architects recommendation collapsible gates at Ground & roof level & main gate of Iron.

22. **SITE DEVELOPMENT & COMPOUND LAND SCAPING:** Eco friendly manner with provisions of soft land scaping, greenery, gates, grills & compound lighting matching with building with paved passage around the building wherever required wall 5 to 6 ft. all around.

Note: All materials used shall be standard quality and as necessary as per Architect.

IN WITNESSES WHEREOF: The parties executed and delivered these presents on the day, month and year first above written.

SIGNED SEALED AND DELEVIED by the above named **OWNERS** at Kolkata in the Presence of:

1. Laxman Kumar Das
17A Golf Club Road
KOI-33

2. A. Bawari
(ASHISH BAWARI)
453, Keyatalla Road
Kolkata-70029

Vikashe Rathor
(Pooveen Singh)
Roshni Rathor
(MANJIT SINGH)

(SANJAY SINGH RATHOR)
Prop NUR STEELS

JALAN NIKETAN PVT. LTD.
Director

Tulsi Abasan Pvt. Ltd.
Nikhil Chakraborty
Director

JALAN HI-MECH LTD.
Director

MAA DURGA ABASAN PVT. LTD.
Director

OWNERS

SIGNED SEALED AND DELEVIED by the above named **DEVELOPERS** at Kolkata in the Presence of:












1. Laxman Kumar Das

2. A. Bawari

Jalan Builders Pvt. Ltd.
Director
DEVELOPER












Drafted by:

Laxman Kumar Das
Admstr
WB 849/1995

		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
	left hand					
	right hand					

Name SANJAY SINGH RATHOR

Signature 

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	left hand					
	right hand					

Name PRATIİK JALLAN

Signature 

		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
PHOTO	left hand					
	right hand					

Name

Signature

		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
PHOTO	left hand					
	right hand					

Name

Signature



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left hand					
right hand					

Name MANISH SINGH

Signature



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left hand					
right hand					

Name Vikash Rathor

Signature Vikash Rathor



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left hand					
right hand					

Name Roshni Rathor

Signature Roshni Rathor



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left hand					
right hand					

Name

Signature



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left hand					
right hand					

Name SANTIV PAVAL

Signature



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left hand					
right hand					

Name VIKAS JALAN

Signature



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left hand					
right hand					

Name NIKHIL CHAKRABORTY

Signature



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name GAURAV KARGANI

Signature



Government of West Bengal

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



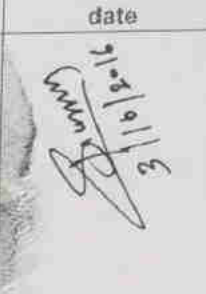





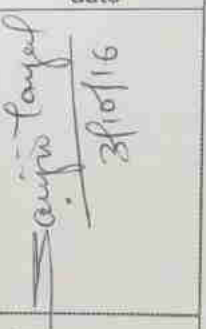


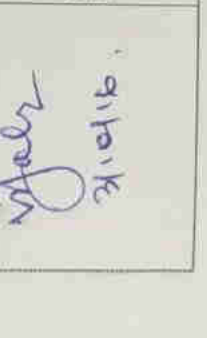
OFFICE OF THE A.D.S.R. BISHNUPUR, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16131000345799/2016




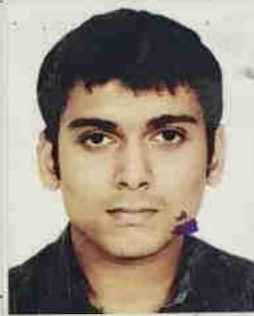

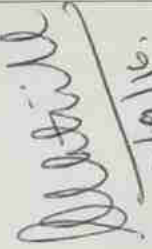



I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Roshni Rathor Block 2, Flat No 7C, 5, J.B.S. Halden Avenue, P.O:- Dhapa, P.S:- Tiljala, District:-South 24-Parganas, West Bengal, India, PIN - 700105	Land Lord			Roshni Rathor 03/10/2016
2	Vikash Rathor Block 2, Flat No 7C, 5, J.B.S. Halden Avenue, P.O:- Dhapa, P.S:- Tiljala, District:-South 24-Parganas, West Bengal, India, PIN - 700105	Land Lord			Vikash Rathor 3/10/2016
3	Manjit Singh 409, P. K. Guha Road, Neelam Bhawan, P.O:- Dumdum, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028	Land Lord			Manjit Singh 9/10/16

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Praveen Singh C 46 New Raipur Road East, P.O:- Naktala, P.S:- Bansdroni, District:- South 24-Parganas, West Bengal, India, PIN - 700084	Land Lord			
5	Shri Sanjay Singh Rathor 106, Girish Ghosh Road, P.O:- Belurmath, P.S:- Bally, District-Howrah, West Bengal, India, PIN - 711202	Represent ative of Land Lord [M/S. NVR STEELS]			
6	Mr. Sanjiv Kr. Jaiswal Mr Brij Mohan Jalan 238A, A. J. C. Bose Road, 2nd Floor, P.O:- L R Sarani, P.S:- Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN - 700020	Represent ative of Land Lord [JALAN HI MECH PVT. LTD.]			
7	Mr Pratik Jalan Vijay Mohan Jalan 238A, A. J. C. Bose Road, 2nd Floor, P.O:- L R Sarani, P.S:- Bhawanipore, District-South 24- Parganas, West Bengal, India, PIN - 700020	Represent ative of Land Lord [JALAN NIKETAN PVT. LTD.]			

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
8	Mr. Nikhil Chakraborty Mr. Abhishek Agarwal 238A, A. J. C. Bose Road, 2nd Floor, P.O:- L R Sarani, P.S:- Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN - 700020	Representative of Land Lord [TULSI ABASAN PVT. LTD.]			 3-10-16
9	Mr Pratiik Jallan 236B, A. J. C. Bose Road, 2nd Floor, P.O:- L R Sarani, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020	Representative of Developer [JALAN BUILDERS PRIVATE LIMITED.]			 3/10/16
10	Mr Gaurav Karnani 236B, A. J. C. Bose Road, 2nd Floor, P.O:- L R Sarani, P.S:- Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN - 700020	Representative of Land Lord [MAA DURGA ABASAN PVT. LTD.]			 3/10/16

Sl No.	Name and Address of identifier	Identifier of	Signature with date
1	Swapan Kumar Das Son of Late B B Das 17A, Golf Club Road, P.O:- Tollygunge, P.S:- Jadavpur, District:- South 24-Parganas, West Bengal, India, PIN - 700033	Roshni Rathor, Vikash Rathor, Manjit Singh, Praveen Singh, Shri Sanjay Singh Rathor, Mr Brij Mohan Jalan, Mr Pratiik Jallan, Mr Abhishek Agarwal, Mr Pratiik Jallan, Mr Gaurav Karnani	<i>Swapan Kumar Das</i> 03/10/2016

(Abu Hena Mobassir)
ADDITIONAL DISTRICT
SUB-REGISTRAR
OFFICE OF THE A.D.S.R.
BISHNUPUR
South 24-Parganas, West
Bengal

Major Information of the Deed

Deed No :	I-1613-05481/2016	Date of Registration	10/18/2016 4:59:27 PM
Query No / Year	1613-1000345799/2016	Office where deed is registered	
Query Date	19/09/2016 2:06:10 PM	A.D.S.R. BISHNUPUR, District: South 24-Parganas	
Applicant Name, Address & Other Details	Swapan Kumar Das 17A, Golf Club Road, Thana : Jadavpur, District : South 24-Parganas, WEST BENGAL, Mobile No. : 9331044379, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4311] Other than Immovable Property, Receipt [Rs. : 1,11,00,000/-]		
Set Forth value	Market Value		
Rs. 13,10,000/-	Rs. 7,38,91,755/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,101/- (Article:48(g))	Rs. 1,22,096/- (Article:E, B)		
Remarks			

Land Details :

District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: Rashpunja, Mouza: Chakrajumollah

Sch No	Plot Number	Khatian Number	Land Use		Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
			Proposed	ROR				
L1	RS-430		Bastu	Bastu	15 Dec	1,50,000/-	61,51,950/-	Property is on Road Adjacent to Metal Road,
L2	RS-432		Bastu	Bastu	51 Dec	5,00,000/-	2,44,02,735/-	Property is on Road Adjacent to Metal Road,
L3	RS-433		Bastu	Bastu	37 Dec	3,70,000/-	1,77,03,945/-	Property is on Road Adjacent to Metal Road,
L4	RS-435		Bastu	Bastu	9 Dec	90,000/-	92,27,925/-	Adjacent to Metal Road,
L5	RS-436		Bastu	Bastu	8 Dec	80,000/-	82,02,600/-	Property is on Road Adjacent to Metal Road,
L6	RS-437/1039		Bastu	Bastu	12 Dec	1,20,000/-	82,02,600/-	
TOTAL :					132Dec	13,10,000 /-	738,91,755 /-	
Grand Total :					132Dec	13,10,000 /-	738,91,755 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	M/S. NVR STEELS 106, Girish Ghosh Road, P. S. - Belurmth, P.O:- Belurmth, P.S:- Bally, District:-Howrah, West Bengal, India, PIN - 711202 PAN No. ALXPS8607H, Status :Organization, Executed by: Representative

2	Roshni Rathor Daughter of Shri Sanjay Singh Rathor Block 2, Flat No 7C, 5, J.B.S. Halden Avenue, P.O:- Dhapa, P.S:- Maidan, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700105 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AVQPR7680C, Status :Individual, Executed by: Self, Date of Execution: 03/10/2016 , Admitted by: Self, Date of Admission: 03/10/2016 ,Place : Pvt. Residence
3	Vikash Rathor Son of Shri Sanjay Singh Rathor Block 2, Flat No 7C, 5, J.B.S. Halden Avenue, P.O:- Dhapa, P.S:- Maidan, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700105 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. BVGPR7610K, Status :Individual, Executed by: Self, Date of Execution: 03/10/2016 , Admitted by: Self, Date of Admission: 03/10/2016 ,Place : Pvt. Residence
4	Manjit Singh Son of Bijendra Singh 409, P. K. Guha Road, Neelam Bhawan, P.O:- Dumdum, P.S:- Dum Dum, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700028 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. BMHPS9468Q, Status :Individual, Executed by: Self, Date of Execution: 03/10/2016 , Admitted by: Self, Date of Admission: 03/10/2016 ,Place : Pvt. Residence
5	Praveen Singh Son of Shri Shatrughna Singh C 46 New Raipur Road East, P.O:- Naktala, P.S:- Bansdrongi, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700084 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ARUPS2869S, Status :Individual, Executed by: Self, Date of Execution: 03/10/2016 , Admitted by: Self, Date of Admission: 03/10/2016 ,Place : Pvt. Residence
6	JALAN HI MECH PVT. LTD. 238A, A. J. C. Bose Road, Block/Sector: 2nd Floor, P.O:- L R Sarani, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700020 PAN No. AAACJ6553G, Status :Organization, Executed by: Representative
7	JALAN NIKETAN PVT. LTD. 238A, A. J. C. Bose Road, Flat No: 2nd Floor, P.O:- L R Sarani, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700020 PAN No. AABCJ1715B, Status :Organization, Executed by: Representative
8	TULSI ABASAN PVT. LTD. 238A, A. J. C. Bose Road, Flat No: 2nd Floor, P.O:- L R Sarani, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700020 PAN No. AABCJ6871G, Status :Organization, Executed by: Representative
9	MAA DURGA ABASAN PVT. LTD. 236B, A. J. C. Bose Road, Flat No: 2nd Floor, P.O:- L R Sarani, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020 PAN No. AAFCM6137L, Status :Organization, Executed by: Representative

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	JALAN BUILDERS PRIVATE LIMITED Marble Arch, 236B, A. J. C. Bose Road, 2nd Floor, P.O:- L R Sarani, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700020 PAN No. AABCJ7754Q, Status :Organization

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Shri Sanjay Singh Rathor Son of 106, Girish Ghosh Road, P.O:- Belurmath, P.S:- Bally, District:-Howrah, West Bengal, India, PIN - 711202, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status : Representative, Representative of : M/S. NVR STEELS (as proprietor)
2	Mr Sanjiv Kumar Tayal Son of 238A, A. J. C. Bose Road, 2nd Floor, P.O:- L R Sarani, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status : Representative, Representative of : JALAN HI MECH PVT. LTD. (as DIRECTOR)

3	Mr Vijay Mohan Jalan Son of 238A, A. J. C. Bose Road, 2nd Floor, P.O:- L R Sarani, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status : Representative, Representative of : JALAN NIKETAN PVT. LTD. (as DIRECTOR)
4	Mr Nikhil Chakraborty Son of 238A, A. J. C. Bose Road, 2nd Floor, P.O:- L R Sarani, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status : Representative, Representative of : TULSI ABASAN PVT. LTD. (as DIRECTOR)
5	Mr Pratiik Jallan Son of Brij Mohan Jalan 236B, A. J. C. Bose Road, 2nd Floor, P.O:- L R Sarani, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status : Representative, Representative of : JALAN BUILDERS PRIVATE LIMITED (as DIRECTOR)
6	Mr Gaurav Karnani Son of 236B, A. J. C. Bose Road, 2nd Floor, P.O:- L R 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 : MAA DURGA ABASAN PVT. LTD. (as DIRECTOR)

Identifier Details :

Name & address
Swapan Kumar Das Son of Late B B Das 17A, Golf Club Road, P.O:- Tollygunge, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700033, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, Identifier Of Roshni Rathor, Vikash Rathor, Manjit Singh, Praveen Singh, Shri Sanjay Singh Rathor, Mr Satish Kumar Tayal, Mr Vijay Mohan Jalan, Mr Nikhil Chakraborty, Mr Pratiik Jallan, Mr Gaurav Karnani

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	M/S. NVR STEELS	JALAN BUILDERS PRIVATE LIMITED-1.66667 Dec
2	Roshni Rathor	JALAN BUILDERS PRIVATE LIMITED-1.66667 Dec
3	Vikash Rathor	JALAN BUILDERS PRIVATE LIMITED-1.66667 Dec
4	Manjit Singh	JALAN BUILDERS PRIVATE LIMITED-1.66667 Dec
5	Praveen Singh	JALAN BUILDERS PRIVATE LIMITED-1.66667 Dec
6	JALAN HI MECH PVT. LTD.	JALAN BUILDERS PRIVATE LIMITED-1.66667 Dec
7	JALAN NIKETAN PVT. LTD.	JALAN BUILDERS PRIVATE LIMITED-1.66667 Dec
8	TULSI ABASAN PVT. LTD.	JALAN BUILDERS PRIVATE LIMITED-1.66667 Dec
9	MAA DURGA ABASAN PVT. LTD.	JALAN BUILDERS PRIVATE LIMITED-1.66667 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	M/S. NVR STEELS	JALAN BUILDERS PRIVATE LIMITED-5.66667 Dec
2	Roshni Rathor	JALAN BUILDERS PRIVATE LIMITED-5.66667 Dec
3	Vikash Rathor	JALAN BUILDERS PRIVATE LIMITED-5.66667 Dec
4	Manjit Singh	JALAN BUILDERS PRIVATE LIMITED-5.66667 Dec
5	Praveen Singh	JALAN BUILDERS PRIVATE LIMITED-5.66667 Dec
6	JALAN HI MECH PVT. LTD.	JALAN BUILDERS PRIVATE LIMITED-5.66667 Dec
7	JALAN NIKETAN PVT. LTD.	JALAN BUILDERS PRIVATE LIMITED-5.66667 Dec
8	TULSI ABASAN PVT. LTD.	JALAN BUILDERS PRIVATE LIMITED-5.66667 Dec
9	MAA DURGA ABASAN PVT. LTD.	JALAN BUILDERS PRIVATE LIMITED-5.66667 Dec

Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	M/S. NVR STEELS	JALAN BUILDERS PRIVATE LIMITED-4.11111 Dec
2	Roshni Rathor	JALAN BUILDERS PRIVATE LIMITED-4.11111 Dec
3	Vikash Rathor	JALAN BUILDERS PRIVATE LIMITED-4.11111 Dec
4	Manjit Singh	JALAN BUILDERS PRIVATE LIMITED-4.11111 Dec
5	Praveen Singh	JALAN BUILDERS PRIVATE LIMITED-4.11111 Dec
6	JALAN HI MECH PVT. LTD.	JALAN BUILDERS PRIVATE LIMITED-4.11111 Dec
7	JALAN NIKETAN PVT. LTD.	JALAN BUILDERS PRIVATE LIMITED-4.11111 Dec
8	TULSI ABASAN PVT. LTD.	JALAN BUILDERS PRIVATE LIMITED-4.11111 Dec
9	MAA DURGA ABASAN PVT. LTD.	JALAN BUILDERS PRIVATE LIMITED-4.11111 Dec

Transfer of property for L4

Sl.No	From	To. with area (Name-Area)
1	M/S. NVR STEELS	JALAN BUILDERS PRIVATE LIMITED-1 Dec
2	Roshni Rathor	JALAN BUILDERS PRIVATE LIMITED-1 Dec
3	Vikash Rathor	JALAN BUILDERS PRIVATE LIMITED-1 Dec
4	Manjit Singh	JALAN BUILDERS PRIVATE LIMITED-1 Dec
5	Praveen Singh	JALAN BUILDERS PRIVATE LIMITED-1 Dec
6	JALAN HI MECH PVT. LTD.	JALAN BUILDERS PRIVATE LIMITED-1 Dec
7	JALAN NIKETAN PVT. LTD.	JALAN BUILDERS PRIVATE LIMITED-1 Dec
8	TULSI ABASAN PVT. LTD.	JALAN BUILDERS PRIVATE LIMITED-1 Dec

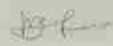
	MAA DURGA ABASAN PVT. LTD.	JALAN BUILDERS PRIVATE LIMITED-1 Dec.
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	M/S. NVR STEELS	JALAN BUILDERS PRIVATE LIMITED-0.888889 Dec
2	Roshni Rathor	JALAN BUILDERS PRIVATE LIMITED-0.888889 Dec
3	Vikash Rathor	JALAN BUILDERS PRIVATE LIMITED-0.888889 Dec
4	Manjit Singh	JALAN BUILDERS PRIVATE LIMITED-0.888889 Dec
5	Praveen Singh	JALAN BUILDERS PRIVATE LIMITED-0.888889 Dec
6	JALAN HI MECH PVT. LTD.	JALAN BUILDERS PRIVATE LIMITED-0.888889 Dec
7	JALAN NIKETAN PVT. LTD.	JALAN BUILDERS PRIVATE LIMITED-0.888889 Dec
8	TULSI ABASAN PVT. LTD.	JALAN BUILDERS PRIVATE LIMITED-0.888889 Dec
9	MAA DURGA ABASAN PVT. LTD.	JALAN BUILDERS PRIVATE LIMITED-0.888889 Dec
Transfer of property for L6		
Sl.No	From	To. with area (Name-Area).
1	M/S. NVR STEELS	JALAN BUILDERS PRIVATE LIMITED-1.33333 Dec
2	Roshni Rathor	JALAN BUILDERS PRIVATE LIMITED-1.33333 Dec
3	Vikash Rathor	JALAN BUILDERS PRIVATE LIMITED-1.33333 Dec
4	Manjit Singh	JALAN BUILDERS PRIVATE LIMITED-1.33333 Dec
5	Praveen Singh	JALAN BUILDERS PRIVATE LIMITED-1.33333 Dec
6	JALAN HI MECH PVT. LTD.	JALAN BUILDERS PRIVATE LIMITED-1.33333 Dec
7	JALAN NIKETAN PVT. LTD.	JALAN BUILDERS PRIVATE LIMITED-1.33333 Dec
8	TULSI ABASAN PVT. LTD.	JALAN BUILDERS PRIVATE LIMITED-1.33333 Dec
9	MAA DURGA ABASAN PVT. LTD.	JALAN BUILDERS PRIVATE LIMITED-1.33333 Dec

Endorsement For Deed Number : I - 161305481 / 2016

On 19-09-2016

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 7,38,91,755/-


Abu Hena Mobassir
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BISHNUPUR
South 24-Parganas, West Bengal

On 03-10-2016

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

Presented for registration at 16:47 hrs on 03-10-2016, at the Private residence by Shri Sanjay Singh Rathor .

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

Execution is admitted on 03/10/2016 by 1. Roshni Rathor, Daughter of Shri Sanjay Singh Rathor, Block 2, Flat No 7C, 5, J.B.S. Halden Avenue, P.O: Dhapa, Thana: Maidan, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700105, by caste Hindu, by Profession Business, 2. Vikash Rathor, Son of Shri Sanjay Singh Rathor, Block 2, Flat No 7C, 5, J.B.S. Halden Avenue, P.O: Dhapa, Thana: Maidan, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700105, by caste Hindu, by Profession Business, 3. Manjit Singh, Son of Bijendra Singh, 409, P. K. Guha Road, Neelam Bhawan, P.O: Dumdum, Thana: Dum Dum, , City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700028, by caste Hindu, by Profession Business, 4. Praveen Singh, Son of Shri Shatrughna Singh, C 46 New Raipur Road East, P.O: Naktala, Thana: Bansdroni, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Business

Indetified by Swapan Kumar Das, , Son of Late B B Das, 17A, Golf Club Road, P.O: Tollygunge, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Hindu, by profession Advocate

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

Execution is admitted on 03-10-2016 by Shri Sanjay Singh Rathor, proprietor, M/S. NVR STEELS, 106, Girish Ghosh Road, P. S. - Belurmth, P.O:- Belurmth, P.S:- Bally, District:-Howrah, West Bengal, India, PIN - 711202

Indetified by Swapan Kumar Das, , Son of Late B B Das, 17A, Golf Club Road, P.O: Tollygunge, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Hindu, by profession Advocate

Execution is admitted on 03-10-2016 by Mr Sanjiv Kumar Tayal, DIRECTOR, JALAN HI MECH PVT. LTD., 238A, A. J. C. Bose Road, Block/Sector: 2nd Floor, P.O:- L R Sarani, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700020

Indetified by Swapan Kumar Das, , Son of Late B B Das, 17A, Golf Club Road, P.O: Tollygunge, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Hindu, by profession Advocate

Execution is admitted on 03-10-2016 by Mr Vijay Mohan Jalan, DIRECTOR, JALAN NIKETAN PVT. LTD., 238A, A. J. C. Bose Road, Flat No: 2nd Floor, P.O:- L R Sarani, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700020

Indetified by Swapan Kumar Das, , Son of Late B B Das, 17A, Golf Club Road, P.O: Tollygunge, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Hindu, by profession Advocate

Execution is admitted on 03-10-2016 by Mr Nikhil Chakraborty, DIRECTOR, TULSI ABASAN PVT. LTD., 238A, A. J. C. Bose Road, Flat No: 2nd Floor, P.O:- L R Sarani, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700020

Indetified by Swapan Kumar Das, , Son of Late B B Das, 17A, Golf Club Road, P.O: Tollygunge, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Hindu, by profession Advocate

Execution is admitted on 03-10-2016 by Mr Pratik Jallan, DIRECTOR, JALAN BUILDERS PRIVATE LIMITED, Marble Arch, 236B, A. J. C. Bose Road, 2nd Floor, P.O:- L R Sarani, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700020

Indetified by Swapan Kumar Das, , , Son of Late B B Das, 17A, Golf Club Road, P.O: Tollygunge, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Hindu, by profession Advocate

Execution is admitted on 03-10-2016 by Mr Gaurav Karnani, DIRECTOR, MAA DURGA ABASAN PVT. LTD., 236B, A. J. C. Bose Road, Flat No: 2nd Floor, P.O:- L R Sarani, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020

Indetified by Swapan Kumar Das, , , Son of Late B B Das, 17A, Golf Club Road, P.O: Tollygunge, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Hindu, by profession Advocate



Abu Hena Mobassir
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BISHNUPUR
South 24-Parganas, West Bengal

On 18-10-2016

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 : 48 (g) of Indian Stamp Act 1899.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,22,096/- (B = Rs 1,22,089/- ,E = Rs 7/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,22,096/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 17/10/2016 11:57AM with Govt. Ref. No: 192016170026600711 on 17-10-2016, Amount Rs: 1,22,096/-,
Bank: ICICI Bank (ICIC0000006), Ref. No. 1062089767 on 17-10-2016, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,001/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 75,001/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1324, Amount: Rs. 100/-, Date of Purchase: 06/11/2015, Vendor name: Arun Sarkar Howrah

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 17/10/2016 11:57AM with Govt. Ref. No: 192016170026600711 on 17-10-2016, Amount Rs: 75,001/-,
Bank: ICICI Bank (ICIC0000006), Ref. No. 1062089767 on 17-10-2016, Head of Account 0030-02-103-003-02



Abu Hena Mobassir
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BISHNUPUR
South 24-Parganas, West Bengal

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

Signature: S. Swapan Das
Date: 17/10/16

GRN: 19-201617-002660071-1

Payment Mode: Online Payment

GRN Date: 17/10/2016 11:30:22

Bank: ICICI Bank

BRN: 1062089767

BRN Date: 17/10/2016 11:57:46

DEPOSITOR'S DETAILS

Id No. : 16131000345799/3/2016
[Query No./Query Year]

Name : SWAPAN KR DAS

Contact No. : 03340077555

Mobile No. : +91 9331044379

E-mail : pratiik@jil.co.in

Address : 17A GOLF CLUB ROAD JADAVPUR

Applicant Name : Mr Swapan Kumar Das

Office Name :

Office Address :

Status of Depositor : Advocate

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 3

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	16131000345799/3/2016	Property Registration- Registration Fees	0030-03-104-001-16	122096
2	16131000345799/3/2016	Property Registration- Stamp duty	0030-02-103-003-02	75001

Total

197097

In Words : Rupees One Lakh Ninety Seven Thousand Ninety Seven only

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

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being No 161305481 for the year 2016.



Digitally signed by ABU HENA
MOBASSIR
Date: 2016.10.24 16:41:01 +05:30
Reason: Digital Signing of Deed.

(Abu Hena Mobassir) 24-Oct-16 4:41:00 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BISHNUPUR
West Bengal.

(This document is digitally signed.)