In case of Owners:

#### ORBIT TOWERS PVT. LTD.

Through its Director, Mr. Dileep Singh Mehta Registered Office at No. 3B Camac Street Kolkata – 700016E-mail: <dsm@multicon.in>

#### SUGAM GRIHA NIRMAAN LTD.

Through its Director, Mr. Ashok Saraf
Registered Office at Unit 1 'F' 'Sukh Sagar',
2/5 Sarat Bose Road, P.S Ballygunge, P.O. Elgin Road
Kolkata – 700020
E-mail: <asksaraf@yahoo.co.uk>

### GOODLUCK INFRADEVELOPERS PVT. LTD.

Through its Authorised Signatory, Mr. Anil Kumar Lahoty Registered Office at 12, Hemanta Basu Sarani, 3rd Floor, Kolkata – 700069
E-mail: <anil@diamondgroupweb.com>

### SUPER DIAMOND NIRMAN PVT. LTD.

Through its Director, Mr. Vivek Kumar Kajaria
Registered Office at No. 7B, Dr. Harendra Coomar Mukherjee Sarani
(formerly known as Pretoria Street),
Kolkata – 700071

E-mail: <vkajaria@diamondgroupweb.com>

In case of Developer:

#### SUGAM DIAMOND ABASAN LLP

Through its Partners, Mr. Suhel Saraf,

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Mr. Suyash Saraf and Mr. Shreyans Kajaria
Registered Office at 2<sup>nd</sup> Floor, Alom House,
7B Pretoria Street, Kolkata - 700071
Administrative Office at Unit 1F,'Sukh Sagar'
Pre. No. 2/5, Sarat Bose Road
Kolkata – 700020
E-mail: <a href="mailto:shreyanskajaria@diamondgroupweb.com">suhelsaraf@sugamhomes.com</a>
<a href="mailto:suyash@sugamhomes.com">suyash@sugamhomes.com</a>

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

i. If delivered personally, at the time of delivery and duly receipted.

ii. If sent by prepaid recorded delivery or registered post or courier service, by way of proof of delivery as given by the courier service and postal authorities iii. if sent by electronic mail to the respective e-mail addresses

In proving such service it shall be sufficient to prove that personal delivery was made.

### 23. FORCE MAJEURE:

23.1 Notwithstanding anything elsewhere to the contrary contained in this Agreement, the Owners and the Developer shall not be considered to be in default in performance of their respective obligations or be liable for any obligation under this Agreement to the extent that the performance of the relative obligations are prevented by the existence of Force Majeure and time for performance shall remain suspended during the tenure of the Force Majeure.

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### 24. ARBITRATION:

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

24.2 This agreement is signed and completed by the parties at the office of M/s. B.M. Bagaria & Co. at No. 6, Old Post Office Street, Kolkata and the amount to be paid to the said Owners by the Developer is paid at the said place upon the execution hereof.

### 25. JURISDICTION:

25.1 The courts of Kolkata shall also have jurisdiction to receive and try all actions arising out of disputes between the parties.

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# THE FIRST SCHEDULE ABOVE REFERRED TO: THE SAID PREMISES

ALL THAT the brick built buildings messuages tenements hereditaments dwelling houses sheds structures and premises Together With the several pieces and parcels of contiguous land whereon or on parts whereof the same are erected and built containing an area of 15 Bighas 16 Cottahs 06 Chittacks 38 Square feet more or less situate lying at and being Premises No. 88A, Basanta Lal Saha Road (popularly known as B.L. Saha Road), Kolkata - 700053 (formerly a divided and demarcated portion of Premises No. 88, Basanta Lal Saha Road, Kolkata - 700053) and comprised of entire R.S. Dag Nos. 533, 534, 535, 536 and 537 and portions of R.S. Dag Nos. 516, 517, 518, 519, 530, 531, 532, 538, 539, 540 and 541 all recorded in R.S. Khatian Nos. 34, 36, 38, 81, 90 and 689, all in Mouza Italghata, J.L. No.10, under Police Station Behala in the District of South 24-Parganas in the State of West Bengal and delineated in the plan annexed hereto duly bordered thereon in 'Red' and butted and bounded as follows:

On the North : Partly by portion of each Dag Nos. 516, 518,

519, 530, 531, 541, 532, 539 and 538 of

Mouza Italghata;

On the South : By land within Mouza Siriti;

On the East : Partly by portion of each Dag Nos. 541, 540

and .532 of Mouza Italghata and partly by

Basanta Lal Saha Road;

On the West : Partly by portion of each Dag Nos. 517, 516,

518, 519 and 530 of Mouza Italghata.

# THE SECOND SCHEDULE ABOVE REFERRED TO: COMMON EXPENSES:

Repairing rebuilding repainting improving or other treating as necessary and keeping the Premises and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worm or damaged parts thereof.

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- Painting with quality paint as often as may (in the opinion of the ii. Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Premises and the external surface of all exterior doors of the respective buildings of the complex and decorating and colouring all such parts of the Premises as usually are or ought to be.
- Keeping the gardens and grounds of the Premises generally in a neat iii. and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
- Keeping the private road in good repair and clean and tidy and cleaning iv. the private road as necessary.
  - Paying a fair proportion of the cost of clearing repairing instating any ٧. drains and sewers forming part of the Premises.
  - Paying such workers as may be necessary in connection with the upkeep vi. of the complex.
- vii. Insuring any risks.
- Cleaning as necessary the external walls and windows (not forming part viii. of any Unit) in the Premises as may be necessary and keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the complex.
- Cleaning as necessary of the areas forming parts of the complex. ix.
- Operating maintaining and (if necessary) renewing the lighting apparatus X. from time to time for the maintenance of the complex and providing such additional apparatus as the builder may think fit.
- Providing and arranging for the emptying the receptacles for rubbish. xi.

- xii. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether Central State or Local) assessed charged or imposed upon or payable in respect of the buildings of the complex or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.
- xiii. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.
- xiv. Generally managing and administering the development and protecting the amenities in the new building and for that purpose employing contractor and enforcing or attempting to enforce the observance of the covenants on the part of the occupants of the flats/units.
- xv. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
- xvi. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the owner/occupier of any flat/flats.
- xvii. Employing the necessary managerial personnel on the terms as shall be decided by the Developer and administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
- xviii. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management Company/Association it is reasonable to provide.

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- xix. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Association of the Owners of the flats/units and shall only be applied in accordance with the decision of the Association.
- xx. The charges/fees of any professional company/agency appointed to carry out maintenance and supervision of the complex.
- xxi. Any other expenses for common purpose.

# THE THIRD SCHEDULE ABOVE REFERRED TO: Specification of construction & Fittings and Fixtures to be provided in the proposed Unit/ Flat.

1. Super Structure:

RCC Frames Structure with pile foundation

- Wall Finish:
  - i. Plaster of Paris (POP) / Putty finish on plaster surface
  - ii. Exterior-Weather Proof Paint
- 3. Flooring:

Vitrified tiles in the bed rooms, living/ dining room

- 4. Kitchen:
- Granite Platform with honed edges
- ii. Stainless Steel Sink
- iii. Dado of Ceramic tiles upto 3ft above the kitchen counter
- iv. Exhaust Point
- v. Flooring- Anti Skid Ceramic Tiles
- 5. Toilet:
- i. Flooring- Anti Skid Ceramic Tiles
- Toilet Walls- Standard Ceramic tiles on the walls up to ceiling/ false ceiling (if applicable)
- iii. Sanitary ware of Parryware /Hindware or equivalent make
- iv. CP fittings of Jaquar/EssEss/Hindware or equivalent make
- v. Electrical point for Geyser & Exhaust Fan

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- vi. Plumbing provision for Hot/Cold Water line
- 6. Doors & Windows:
- Door Frame-made of seasoned and treated wood
- Main Door- Polished Solid core flush doors.
- iii. Main Door Fittings: Godrej or similar make night latch & Eyepiece
- iv. Internal Doors: Flush doors with stainless steel fittings
- v. Windows: Fully glazed anodized aluminum / UPVC windows
- Electricals:
- i. Concealed Copper wiring of reputed brands
- ii. Telephone wiring in Living or Dining Area
- iii. Electricals Points in all bedrooms, living/Dining, Kitchen , Toilets
- iv. AC points in living/ dining and all the Bedrooms
- v. Modular switches of reputed brands
- vi. Lifts of reputed brands like Otis/Kone or similar
- Generator:
- i. Provision for standby supply in every Unit
- Power Back-up for common area facilities and flats
- Common Lighting
- Overhead Illumination for compound and street lighting
- ii. Necessary Illumination in all lobbies, staircases & common areas
- 10. Common Areas
- Well developed common lobbies
- ii. Intercom facility in each apartment
- 11. Security Features

Providing 24x7 Security Surveillance.

- 12. Cable Connection:
  - i. Wiring for DTH cable provider to be fixed by Developer.
  - ii. Connection to be taken individually by flat owners(at own cost)

## THE FOURTH SCHEDULE ABOVE REFERRED TO: COMMON AREAS:

- The staircases, lifts, staircase lobbies, lift lobbies, ground floor lobbies, fire escapes and common entrances and exits of the building/s.
- ii. The root terraces, parks, play areas, etc
- iii. Installations of central services such as electricity, gas, water and sanitation, sewage treatment plant (STP), air-conditioning and incinerating system, water conservation and renewable energy;
- iv. The sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- v. All common facilities as provided in the said project at the said premises No. 88A, Basanta Lal Saha Road, Kolkata 700053.
- vi. All facilities and amenities as may be provided by the in the Club/Recreation Centre including the gymnasium, banquet hall, library, indoor games, etc.
- vii. Swimming Pool
- viii. Overhead and underground water reservoirs
- ix. Sewage Treatment Plant (STP)
- x. Lift machine rooms
- xi. Landscaped areas
- xii. Transformers and CESC Utility Areas
- xiii. Fire fighting system
- xiv. Facility Managers' Office, Association Room, Store Rooms, Security Guards Change Room, common toilets all on the Ground Floor

xv. Driveways and pathways (except areas earmarked by the Developer as car parking spaces).

W.

IN WITNESSETH WHEREOF the parties hereto have signed and delivered these presents the day, month and year first above written.

### SIGNED AND DELIVERED by the said

<u>First Owner</u> at Kolkata in the presence of:

hulitshor F Advocale
4. Government Place North,
814 Hoor, Kolkote - 700001.

Ujáyin banere. Advocate. 61/2 B.L. Saha Road Kolkata - 700053.

SIGNED AND DELIVERED by the said

SECOND OWNER 2 (A) at Kolkata

in the presence of:

SUGAM GRIHA NIRMAAN LTD.

Ashoks araf.

SIGNED AND DELIVERED by the said

SECOND OWNER 2 (B) at Kolkata in

the presence of:

ujjayin Bonerje Advocate

For Goodluck Infradevelopers Pvt. Ltd.

Alawot L Director SIGNED AND DELIVERED by the said

SECOND OWNER 2 (C) at Kolkata

in the presence of:

SUPER DIAMOND NIRMAN PVT, LTD.

Director/Authorised Signatory

Ujjayin Bonirja.

SIGNED AND DELIVERED by the said

DEVELOPER at Kolkata in the presence of:

- L.L.

Designated Partner / Partner

Midden Advocale

SUGAM DIAMOND ABASAN LLP

Designated Pariner / Partner

### MEMORANDUM OF CONSIDERATION

Consideration of Rs. 20,00,000.00/- (Rupees Twenty Lacs only) paid by Sugam Diamond Abasan LLP as on this date, that is, 24th November, 2017 to the following:

Company Name/Cheque raised in favour of	Amount	Vide Cheque No.	Date of Cheque
Orbit Towers Pvt. Ltd.	Rs. 10,00,000.00/-	BYRTG S ( 471 B	
Sugam Griha Nirmaan Ltd.	Rs. 5,00,000.00/-	761333	23.11.17
Goodluck Infradevelopers Pvt. Ltd.	Rs. 2,50,000.00/-	761337	25.11.17
Super Diamond Nirman Pvt. Ltd.	Rs. 2,50,000.00/-	761338	23.11.14

WITNESSES:

Dragen Ly

SUGAM GRIHA NIRMAAN LTD.

Mitshings Admole
Mjøgini Bonerja.
Advoc

SUPER DIAMOND NIRMAN PVT. LTD.

Director/Author/sed Signatory

For Goodfuck Infradevelopers Pat. Ltd.

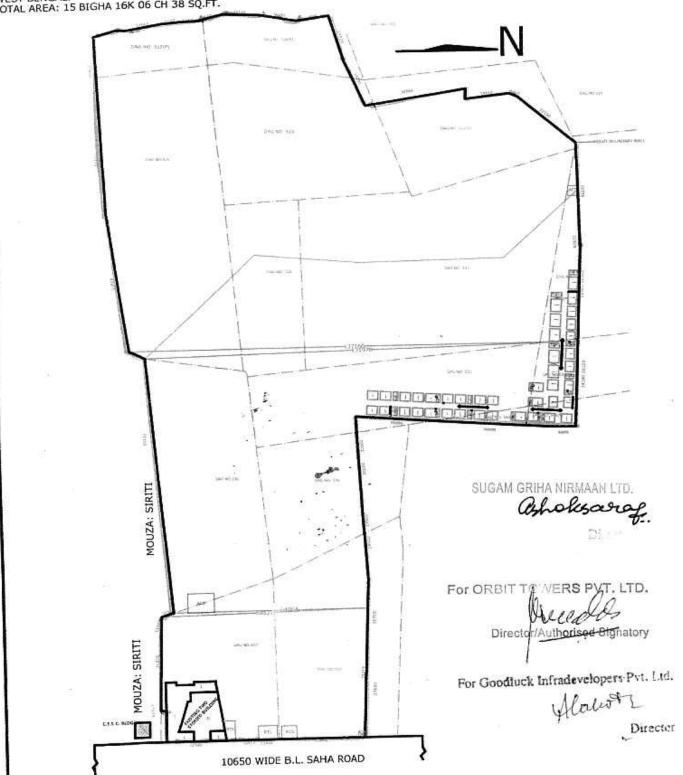
Krogenes, Advocale, 6, old Post of ustrue, Kollete 700001 Environe No WB / 518 / 1969.

For ORBIT TOWERS PATALTD.

Director/Authorised Signatory

OUTLINE PLAN FORMING PART OF THE FOREGOING DOCUMENT SHOWING PREMISES NO.: 88A, BASANT LAL SAHA ROAD,KOLKATA-700053 COMPRISING OF ENTIRE R.S. DAG NOS.: 533,534,535,536 AND 537 AND PORTION OF R.S.DAG NOS.516,517,518,519,530,531,532,538,539,540 AND 541 IN MOUZA ITALGHATA, J.L. NO.10,UNDER POLICE STATION BEHALA IN THE DISTRICT OF SOUTH 24-PARGANAS IN THE STATE OF WEST BENGAL.

TOTAL AREA: 15 BIGHA 16K 06 CH 38 SQ.FT.



SUPER DIAMOND NIRMAN PVT. LTD.

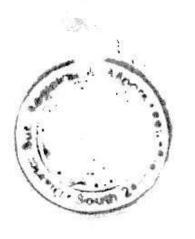
Director/Authorised Signatory

SUGAM DIAMOND ABASAN LLP

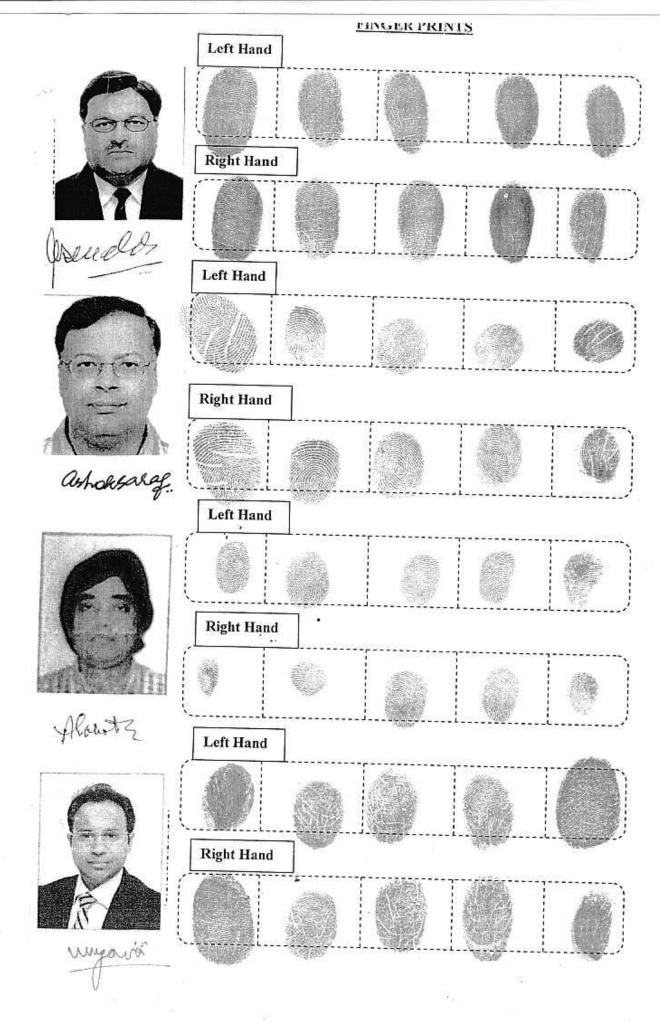
Designated Partner / Partner

SUGAM DIAMOND ABASAN LLP

Designated Partner / Pattner



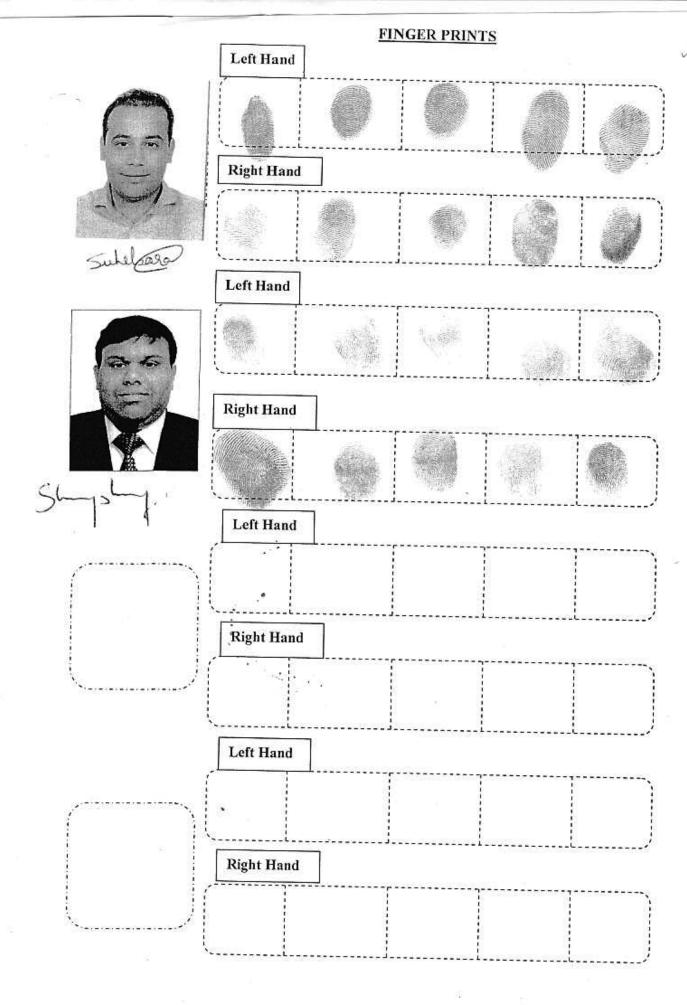
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2 4 NOV 2017





Market Sub-Register-II

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

GRN:

19-201718-012019460-1

Payment Mode

Online Payment

GRN Date: 23/11/2017 19:56:01

Bank:

**AXIS Bank** 

BRN:

5839507

BRN Date: 23/11/2017 19:58:41

### DEPOSITOR'S DETAILS

No.: 16020001617683/1/2017

[Query No./Query Year]

Name:

SUPER DIAMOND NIRMAN PY

Mobile No. :

+91 8961595580

Contact No.: E-mail:

princejain@diamondgroupweb.com

Address:

**7B PRETORIA STREE** KOLLA

Applicant Name:

Mr Saikat Pramanio

Office Name:

Office Address:

Status of Depositor:

er/Claimants

Purpose of payment / Remarks:

nt Agreement or Construction agreement

### PAYMENT DETAILS

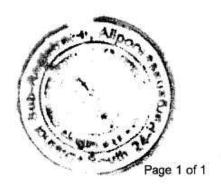
SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	16020001617683/1/2017	Property Registration- Stamp duty	0030-02-103-003-02	750
2	16020001617683/1/2017	Property Registration- Registration	0030-03-104-001-16	200

Total

95074

In Words:

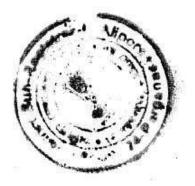
Rupees Ninety Five Thousand Seventy Four only





For ORBIT TOWERS PVT. LTD.

Director/Authorised Signatory





इस कार्ड के खोने / पाने पर कृपया सूचित करें / लीटाएं: आयकर पैन सेवाइकाई, एन एस डी एल 5 वीं मंजिल, मंत्री स्टर्लिंग, प्लॉट नं. 341, सर्वे नं. 997/8, मॉडल कालोनी, दीप बंगला चौक के पास, पुणे — 411-016.

If this card is lost /someone's lost card is found, please inform / return to:
Income Tax PAN Services Unit, NSDL
5th floor, Mantri Sterling,
Plot No. 341, Survey No. 997/8,
Model Colony, Near Deep Bungalow Chowk,
Pune – 411 016.

Tel: 91-20-2721 8080, Fax. 91-20-2721 8081 e-mail: tininfo@nsdl.co.in

SUGAM GRIHA NIRMAAN LTD.

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हा कार्य के क्षेत्रे / याने पर कृत्या ग्रामित करें / क्रेंक्यें -आयक्त पैन तेता इसाई, एन एक ग्री एस इसी प्रतित्व नेती कर्तिन, प्रतित्व , क्रां, सब्देन क्या/क संक्ष्य करते ने, देश्यां तथा क्षेत्र यह पुने - 410 015.

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Fuse - 411.016.

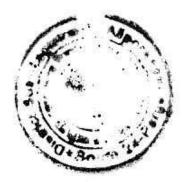
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SUPER DIAMOND NIRMAN PVT. LTD.

Director/Authorised Signatory



आयकर विमाग

INCOME TAX DEPARTMENT

भारत सरकार GOVT. OF INDIA



GOODLUCK INFRADEVELOPERS PRIVATE LIMITED

11/05/2010 Permanent Account Num

AADCG8092Q

For Goodluck Infradevelopers Pvi. Lid.





स्थार्थ लेखा भंद्रका /PERMANENT ACCOUNT NUMBER

AANPL5142K



ANIL KUMAR LAHOTY

चिता का नाम /FATHER'S NAME KESHAR DEO LAHOTY

जम्म विथि /DATE OF BIRTH

30-03-1964

हस्तासर /SIGNATURE

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COMMISSIONER OF INCOME-TAX(SYSTEMS), SHILLONG

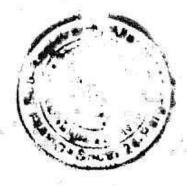
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### स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER AJQPS0820D





नाम /NAME ASHOK SARAF

पिता का नाम /FATHER'S NAME SANTOSH KUMAR SARAF

जन्म विथि /DATE OF BIRTH 02-11-1963

हरताक्षर /SIGNATURE



आयकर आयुक्त, प.वं.-।।

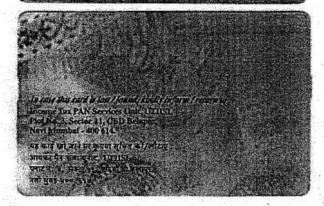
COMMISSIONER OF INCOME-TAX, W.B. - II

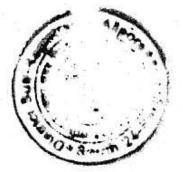
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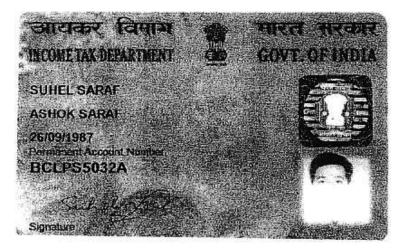
इस कार्ड के खो / मिल जाने पर कृप्या जारी करने वाले प्राधिकारी को सूचित / यापस कर दें सहायक आयकर आयुक्त. पी-7, चौरंगी स्क्यायर, कलकता - 700 069. In case this card is lost/found,kindly inform/return to the issuing authority: Assistant Commissioner of Income-tax, P-7,

Chowringhee Square, Calcutta- 700 069.









In case this card is last / found, kindly inform / return to facome Tax PAN Services Umit, UTHSL Plot No. 3, Sector 11, CBD Belapur, Navi Mambai - 400 614.

यह कार्ड खो जाने पर कृपया सूचित करें/लौटाए ! आयकर पैन सेवा यूनीट, LENGSEA प्लाट न: ३, सेकटा १९८ मीटेवा डी. बेलाबॉट नवी मुंबई-४०५ ६९४

Gul Josep



ভারতের নির্বাচন কমিপন
পরিচয় পর
ELECTION COMMISSION OF INDIA
IDENTITY CARD
ZCX1075027



Elector's Name ;

Sakat Pramanik

निवाद नाष

: শামল প্রামানিক

PM/Sex

चन कारिय Date of Birth : 21/02/1993

ZCX1075027

ঠিকানা: কুলের হাট কামহাবাল, বাজপুর সোনারপুর সোনারপুর, সবিধা 24 পরপানা-700150

Address: Fuler hat Kamrabed, Rajpur Sonarpur, Sonarpur, South 24 Parganas, 700150

Date: 27/12/2013

147-সোদারশুর অভিন নির্বাচন ক্ষেত্রর নির্বাচক নির্বাচন আফিবিকের আত্তর অনুসৰি
Facsimile Signature of the Electoral
Registration Officer for

147-Sonarpur Dakshin Constituency

In case of change in address mention this Card Ni in the relevant Form for including your name in th roll at the changed address and with same mareher.

Saikat framanich

