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Additional Registrar of Assurances-III
Kolkata



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U/R-5831

Development Agreement

Case No 674/17

Certified that the Document is admitted to Registration. The registered No. and the enforcement provisions mentioned therein are the part of this Document.

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Additional Registrar of Assurances-III, Kolkata

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DEVELOPMENT AGREEMENT

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Additional Registrar of Assurances III Kolkata
22 APR 2017

1. Date : 25th January, 2017.
2. Place : Kolkata.

[Signature]

SUKHJIT COMMOSALES PVT. LTD.
[Signature]
Director

[Signature]

SUKHJIT COMMOSALES PVT. LTD.
[Signature]
Director

[Signature]
[Signature]
Director

145083

SARAOGI & COMPANY
ADVOCATES

NAME..... 7B, K. S. ROY ROAD,
ADD..... KOLKATA-700 001
RS. 100
25 JAN 2017
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C.C. Court
7B, K. S. Roy Road, Kolkata

25 JAN 2017
25 JAN 2017



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Kolkata
20 APR 2017

Identified by me
Manoj Mahato.
S/o. Late N. Mahato.
7B, K. S. Roy Road
Kolkata - 700001
OCC-Service

3. **Parties:**

- 3.1 **SUKHJIT COMMOSALES PRIVATE LIMITED**, a Company as per the provisions of Companies Act, 2013 having its Registered Office at No. 5, Gorky Terrace, 2nd Floor, Kolkata - 700 017, (PAN:- AAPCS 4563E; CIN:- U51909WB2011PTC159273) represented by its Directors (i) Mr. RAMU PRASAD VERMA (PAN:- AOMPV 6190A) son of Late (Shri) Jahlu Mahato residing at No. 5, Gorky Terrace, 2nd Floor, Kolkata - 700 017, and (ii) Mr. SURESH KUMAR GINORIA (PAN:- ADPPG 7337J) son of Shri Hari Kishan Ginoria residing at No. 274, Rabindra Sarani, Barabazar, Kolkata - 700 007, pursuant to the Board Resolution dated 18/JAN/2017, hereinafter referred to as "the **LAND OWNER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors-in-interest) of the **First Part;**

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- 3.2 **ALCOVE DEVELOPERS LLP**, a Limited Liability Partnership incorporated under the provisions of Limited Liability Partnership Act, 2008 (6 of 2009), having its Registered Office at 68/2, Harish Mukherjee Road, Kolkata - 700 025, (PAN:- AAZFA 6468M; LLPIN:- AAC-2250) represented by its Designated Partner Mr. AJAY KUMAR SHROFF (PAN :- AIMPS 9017P) son of Shri Amar Nath Shroff residing at 68/2, Harish Mukherjee Road, Kolkata - 700 025 pursuant to the Partners' Resolution dated 24/JAN/2017, hereinafter referred to as "the **DEVELOPER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors-in-interest) of the **Second Part;**

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- 3.3 (i) **Shri UTSAV PAREKH** (PAN:- AGHPP 4467H) son of Late (Shri) Narottamdas Parekh residing at No. 2/3, Sarat Bose Road, P.O. Elgin Road, Kolkata - 700 020, (ii) **Shri GHANSHYAM SARDA** (PAN:- ALWPS 8224P) son of Late (Shri) Shiw Lal Sarada residing at No. 14/1, Judges Court Road, Kolkata - 700 027, and (iii) **Shri AJAY KAYAN** (PAN:- AGGPK 0892G) son of Late (Shri) Gauri Shankar Kayan residing at No. 9/2, Hungerford Street, Kolkata - 700 017, hereinafter collectively referred to as "the **LAND OWNER'S GUARANTORS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their and each of their respective heirs executors administrators and legal representatives) of the **Third Part.**



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- 3.4 **Shri AMAR NATH SHROFF** (PAN:- AMQPS 2466J) son of Late (Shri) H. P. Shroff residing at 68/2, Harish Mukherjee Road, Kolkata - 700 025, hereinafter referred to as "the **DEVELOPER'S GUARANTOR**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs executors administrators and legal representatives) of the **Fourth Part**.

Land Owner and Developer individually **PARTY** and collectively **PARTIES**.

NOW THIS AGREEMENT WITNESSETH, RECORDS, BINDS AND GOVERNS THE PARTIES AS FOLLOWS:

4. **Subject Matter of Agreement - Development and Commercial Exploitation of the Said Property:** Agreement between the Land Owner and the Developer with regard to development and commercial exploitation (in the manner specified in this Agreement) of:
- (i) **All That** the piece and parcel of Bastu land admeasuring 4 Cottahs 2 Chittack more or less Together with structure built thereon with the right to use the passage and other easement rights, lying situate at L.R. Dag No.11144 corresponding to Dag No.3649 under L.R. Khatian No.6892 (in the name of Smt. Lachia Devi) corresponding to Khatian Nos.419 & 489 in Mouza-Mahesh, J.L. No.15, under Police Station Sreerampore in the District of Hooghly, comprised in Holding No.13, Sital Sarkar Lane, within the limits of Serampore Municipality, fully described in **the First Schedule** hereunder written (hereinafter referred to as the "said **FIRST PROPERTY**"); and
- (ii) **All That** piece and parcel of Bastu land admeasuring 12 Chittacks 22 square feet more or less Together with the right to use the common passage and other easement rights, lying situate at L.R.Dag No.11108 corresponding to R.S.Dag No.3625 recorded in L.R.Khatian No.2739 (in the name of Tejbahadur Singh) corresponding to R.S.Khatian No.2963 in Mouza-Mahesh, J.L.No.15, Touzi No.3876 under Police Station Sreerampore in the District of Hooghly, comprised in Holding No.9/M, Bosepara Lane, within the limits of Serampore Municipality, fully described in **the First Schedule** hereunder written (hereinafter referred to as the "said **SECOND PROPERTY**")

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The said **First Property** and the **Second Property** are hereinafter collectively for the sake of brevity referred to as the "**said PROPERTY**" / "**said PREMISES**".

5. Representations, Warranties and Background:

- 5.1 **Land Owner's & Land Owner's Guarantors' Representations:** The Land Owner and the Land Owner's Guarantors have represented and warranted to the Developer as follows, which are true to the best of the knowledge of the Land Owner and the Land Owner's Guarantors:
- 5.1.1 The Land Owner's Guarantors are in control of the ownership and management of the Land Owner Company, directly or indirectly through their friends and relatives and/or entities under their control.
- 5.1.2 **Ownership:** The Land Owner is the full and absolute lawful owner of the said Property and the title thereto devolved on the Land Owner in the manner mentioned in **the Second Schedule** written hereunder.
- 5.1.3 **Mutation:** The said Property is presently mutated in the name of the predecessors-in-title of the Land Owner in the records of the Serampore Municipality and also in the records of the B.L. & L.R.O.
- 5.1.4 **Free From All Encumbrances:** That the said Property and all and every part thereof is free from all encumbrances mortgages charges liens lispendens attachments debutters trusts uses leases tenancies thika tenancies licences occupancy rights claims demands acquisitions requisitions alignments and liabilities whatsoever or howsoever and the Land Owner has been exercising rights of ownership and possession without any let hindrance or objection.
- 5.1.5 **Absolute Possession:** The Land Owner is in lawful vacant physical khas possession of the entirety of the said Property.
- 5.1.6 **Rights of Land Owner:** The Land Owner is fully seized and possessed of and well and sufficiently entitled to the said Property. The Land Owner has full right, title and interest in the said Property and all and every part thereof.
- 5.1.7 **Marketable Title of Land Owner:** The Land Owner has a good and marketable title to the said Property and assures and warrants in favour of the Developer that the said Property is free from all encumbrances liens

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claims demands mortgages charges leases tenancies thika tenancies licences occupancy rights trusts debutter prohibitions restrictions restrictive covenants executions acquisitions requisitions attachments vesting alignment easements liabilities and lis pendens whatsoever.

- 5.1.8 **No Previous Agreement:** There is no subsisting negotiation and/or agreement with any person or persons for sale or transfer or lease or development or otherwise of the said Property and the Land Owner confirms that it shall not enter into any such negotiation or agreement at any time hereafter save in favour of the Developer and/or its nominees.
- 5.1.9 **No Power of Attorney:** The Land Owner has not executed any Power of Attorney in respect of the said Property or any part thereof for any purpose whatsoever in favour of any person, and the Land Owner confirms that it shall not execute any such power of attorney at any time hereafter save in favour of the Developer and/or its nominees.
- 5.1.10 **No Requisition or Acquisition or alignment:** The said Property or any of them is not affected by any requisition or acquisition or alignment or scheme of any authority or authorities under any law and/or otherwise.
- 5.1.11 **No Notice or Scheme:** That no portion of the said Property is affected by any notice or scheme or alignment of any Local Development Authority or the Government or the Municipality / B.L. & L.R.O. / Panchayat or any other Public or Statutory Body or Authority.
- 5.1.12 **No Attachment:** That the said Property is not affected by any attachment including the attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demands Recovery Act or any other Acts or otherwise whatsoever or howsoever and there was or is no Certificate case or proceeding against the Land Owner or the Land Owner's predecessors-in-title for realization of the arrears of Income Tax or other taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force;
- 5.1.13 **No Charge/Mortgage:** That the Land Owner has not created any registered or equitable mortgage or anomalous mortgage or charge or lien on the said Property or any of them or any part thereof and that the same is free from all charges encumbrances and liabilities whatsoever or howsoever.

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- 5.1.14 **No Claim Adversely:** That no person or persons has ever claimed title to the said Property or any part thereof adversely to the Land Owner or their respective predecessors-in-title;
- 5.1.15 **No Vesting:** That no part or portion of the said Property has vested in the State under any law, act or statute applicable to the said Property or any of them nor is there any case pending under such Acts or Statutes;
- 5.1.16 **Taxes Paid:** That all land revenue, khajana, municipal and other rates and taxes in respect of the said Property have been duly paid upto date;
- 5.1.17 **Not Subject To Any Right To Others etc.:** That the said Property or any part thereof is not affected by or subject to (a) any right of residence or maintenance under any testamentary disposition settlement or other documents or under any law, (b) any trust resulting or constructive arising under any debutter name benami transaction or otherwise, (c) any debutter wakf or devseva, (d) any right of way water light support drainage or any other easement with any person or property, (e) any burden or obligation other than payment of municipal rates and taxes, (f) any restrictive covenant, (g) any other encumbrance of any kind whatsoever;
- 5.1.18 **Land Owner has Authority:** The Land Owner has good and full right, power and authority to enter into this Agreement and to comply with its obligations herein.
- 5.1.19 **No Prejudicial Act:** The Land Owner has not done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement.
- 5.1.20 **No Legal Proceedings:** There are no pending legal or other proceedings and/or any subsisting order of any Court or authority relating to or affecting the said Property or any part thereof in any manner whatsoever and there is no decree judgement or any other order having ever been made or passed affecting the said Property or any part thereof or the title / interest of the Land Owner thereto;
- 5.1.21 **Original Title Documents:** All original documents of title and connected papers in respect of the said Property, ("**ORIGINAL TITLE DOCUMENTS**") are in the exclusive possession and custody of the Land Owner and no other person or entity has any right or entitlement in respect of the same and the Land Owner has not created any charge or mortgage by depositing the title deeds or any of them or otherwise;

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- 5.1.22 **Urban Land Ceiling:** The said Property or any of them is not affected by the Urban Land (Ceiling & Regulation) Act 1976 and that there is no excess vacant land comprised in the said Property.
- 5.1.23 **No Thika Tenancy:** That the said Property or any of them or any part thereof is not affected by the provisions of the West Bengal Thika Tenancy (Acquisition & Regulation) Act, 2001 or the erstwhile Kolkata Thika and other Tenancies and Lands (Acquisition & Regulation) Act, 1981.
- 5.1.24 **Boundary walls:** Both parts of the said Property are bounded by Pucca Brick-built Boundary Walls with Gates save portions thereof, and the Land Owner shall cause the same to be fenced with barbed wires at their own costs within 3 (three) months from the date hereof. The Developer and its agents/representatives shall be entitled to inspect the same and the Land Owner shall comply with the requirements of the Developer.
- 5.1.25 **Conversion of Lands:** The Land-owner has represented that the nature of land comprised in the said Property recorded in the Government / Land records is "Bastu".
- 5.1.26 **Special Resolution and General Meeting:** The Board of Directors of the Land Owner Company in their Board Meeting held on 30/NOV/2016 and 18/JAN/2017 have unanimously passed a Resolution for development of the said Premises on the terms herein contained and the same was also unanimously approved and ratified at the General Meeting of the Land Owner Company held on 04/JAN/2017 for this purpose.
- 5.1.27 **No dispute between the Land Owner Company and its shareholders:** That there is no dispute between the Land Owner Company and its shareholders relating to or concerning any matters or affairs or property of the Land Owner Company.
- 5.1.28 **No dispute amongst the share-holders of the Land Owner Company:** That there is no dispute or litigation as amongst the share-holders of the Land Owner Company and that the management and control of the Land Owner Company vests in the present Board of Directors thereof, namely Shri RAMU PRASAD VERMA (DIN: 07070151) and Shri SURESH KUMAR GINORIA (DIN: 07070159), and that there is no parallel Board functioning nor is there any claim or dispute for formation of any parallel Board.



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- 5.1.29 **No impediment in entering into this agreement:** That there is no impediment or restriction of any nature whatsoever in the Land Owner or the Land Owner's Guarantors entering into this agreement or in the Land Owner's transferring or conveying the land comprised in the said Property in terms of this agreement;
- 5.2 **Representations by the Developer and the Developer's Guarantor:** The Developer and the Developer's Guarantor have represented and warranted to the Land Owner as follows:
- 5.2.1 **Infrastructure and Expertise of Developer:** The partners of the Developer are carrying on business of construction and development of real estate and the Developer has infrastructure and expertise in this field and can also market the New Buildings to prospective occupants and investors.
- 5.2.2 **Developer's ability to complete:** The Developer has the necessary resources to complete the Project and to make arrangements for the funds required for the same. The Developer has the financial capability to carry out, complete and finish the Project.
- 5.2.3 **Developer has Authority:** The Developer has full authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.
- 5.3 **Decision to Develop:** The Land Owner has agreed to appoint the Developer as the developer of the said Property for taking up the development of the said Property by constructing the New Buildings and commercial exploitation of the said Property (collectively "**PROJECT**").
- 5.4 **Finalization of Terms Based on Representations:** Pursuant to the above and relying on the representations made by the Parties to each other as stated above and elsewhere in this Agreement, final terms and conditions for the Project agreed between the parties are being recorded in this Agreement.

6. Basic Understanding:

- 6.1 **Development of Said Property by Construction and Commercial Exploitation of New Buildings:** After mutual discussions and agreements, the Developer has agreed to undertake development of the said Property by constructing the New Buildings and commercial exploitation of the said Property in the manner contained in this Agreement, with the main crux being that development at and construction of New Buildings at the said Property shall be made by the

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Developer at its own costs and expenses with liberty to sell and transfer the same, as also the land comprised in the said Property, and realize and appropriate the sale proceeds and other amounts arising therefrom and in lieu thereof the Land Owner shall be entitled to Land Owner's share of gross revenue as hereinafter mentioned.

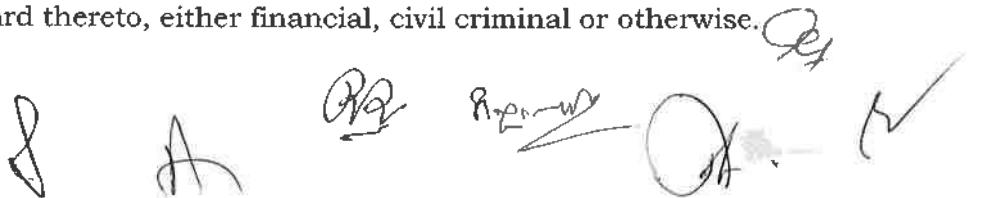
- 6.2 **Nature and Use of New Buildings:** The New Buildings shall be constructed in accordance with architectural plans ("**BUILDING PLANS**") to be prepared by architect(s) appointed by the Developer and sanctioned by the Serampore Municipality Corporation and other statutory authorities concerned with sanction (collectively "**PLANNING AUTHORITIES**"), as a ready-to-use residential and/or residential-cum-commercial buildings and/or mixed use buildings or any other type of building/s / development, including but not limited to residential, commercial, semi-commercial, educational, institutional, retail, hospitality, medical, township etc.

7. Appointment and Commencement:

- 7.1 **Appointment and Acceptance:** The Parties hereby accept the Basic Understanding between them as recorded in Clause 6 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Consequent thereto, after mutual discussions and agreements, the Developer has agreed to undertake development of the said Property by constructing the New Buildings and commercial exploitation of the said Property in the manner contained in this Agreement.
- 7.2 **Commencement:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above.

8. Approvals, Sanction and Construction:

- 8.1 **Recording to enable development:** If so required, the Developer, either itself or through the attorney being appointed by the Land Owner pursuant to this agreement, shall at its own costs be entitled and obliged to take all necessary steps as be required from time to time pertaining to recordings in the nature of use of the said Property (including conversion) for enabling sanction and development of the said Property and necessary orders / permissions connected therewith; and while doing so, the Developer shall ensure that no liability is fastened on the Land Owner with regard thereto, either financial, civil criminal or otherwise.

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- 8.2 **Urban Land Ceiling and other Permissions:** If so required, the NOC from the Competent Authority will be obtained.
- 8.3 **Sanction of Building Plans by Developer:** The Developer shall be entitled to obtain from the concerned Authorities sanction of the Building Plan in the name of the Land Owner / Developer and other approvals etc., required therefor, such as Fire NOC etc., but excluding those which are obligatory on the part of the Land Owner in terms of this agreement. The costs charges and expenses relating to preparation and sanction of plans by the Serampore Municipality as also pertaining to any other approvals, sanctions, no objections, etc. (excluding those which are obligatory on the part of the Land Owner in terms of this agreement) shall be borne and paid by the Developer. In case any gift of any portion of the said Property is required to be made in connection with sanctioning of the plan/s, then the Developer shall be entitled to make commitment therefor and the Land Owner and/or the Attorney/s of the Land Owner (appointed pursuant to this agreement) shall be bound to execute and register the requisite deed of gift and other related documents.
- 8.4 **Architects and Consultants:** The Developer shall be entitled to appoint the Architect(s) and other consultants in connection with construction work of the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer.
- 8.5 **Construction of New Buildings:** The Developer shall, at its own costs and expenses, construct, erect and complete the New Buildings in accordance with the sanctioned Building Plans.
- 8.6 **Completion:** The Parties acknowledge that the Developer shall be able to commence the construction work of the New Buildings only after receiving the last of the following: (i) Sanctioned Building Plan and (ii) obtaining of all Approvals necessary for development. The Developer shall endeavour to complete the New Buildings within such period as the Developer may deem fit and proper, without any binding or obligation whatsoever.
- 8.7 **Common Portions:** The Developer shall be entitled to install, erect and complete in the New Buildings the common areas, amenities and facilities such as stairways, lifts, generators, fire-fighting apparatus.

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passages, driveways, common lavatory, electric meter room, pump room, reservoir, over-head water tank, water pump and motor, water connection, drainage connection, sewerage connection and other facilities required for establishment, enjoyment, maintenance and management of the New Buildings (collectively "**COMMON PORTIONS**"). For permanent electric connection to the apartments/offices/spaces in the New Buildings ("**UNITS**"), the intending purchasers (collectively "**TRANSFEREES**") shall pay the deposits demanded by electricity supplying authority and other agencies. It is clarified that the Developer alone shall be entitled to receive /collect from all the Transferees (1) the charges for HT electric equipment and cabling, (2) the charges for generator, (3) the deposits, including for maintenance and (4) any other additional cost and/or Deposit required in respect of their respective Units.

- 8.8 **Temporary Connections:** The Developer shall be authorized in the name of the Land Owner to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is clarified that the Developer shall be entitled to use the existing electricity and water connection at the said Property, if any. The recurring charges for such temporary as also existing connections will be paid by the Developer till the building is ready to the extent necessary for handing over the possession.
- 8.9 The Land Owner agrees and covenants with the Developer not to cause any obstruction, interference or hindrance in the Developer carrying out the work of development herein envisaged and not to do any act deed matter or thing whereby the rights of the Developer hereunder may be affected or the Developer is prevented from carrying out the development herein envisaged or transferring the Saleable Spaces and other spaces areas rights and benefits as elsewhere herein dealt with.
- 8.10 **Modification of Plan:** Any amendment or modification to the Building Plans may be made or caused to be made by the Developer as the Developer may deem fit and proper.
- 8.11 **Co-operation by Land Owner:** The Land Owner shall not indulge in any activities which may be detrimental to the development of the said Property and/or may affect the interest of the Developer. The Land Owner shall provide all cooperation that may be necessary for successful completion of the Project.

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J A *PP* *Signature* *OK*



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Kolkata

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9. Permission to Enter:

- 9.1 **Permission to Enter:** Simultaneously with the execution of this Agreement, the Developer has been entitled and permitted by the Land Owner to enter upon the said Premises for purposes connected to development and construction and take all steps for the purpose of the Project including for measurement, planning, soil testing, etc. and construction of the New Buildings for the purpose of execution of the Project, **it being clarified that** till such time the Land Owner receives amount equivalent to the total IFRD / Security Deposit receivable by the Land Owner hereunder, the Land Owner shall remain in possession of the said Premises.

10. Original Title Documents:

- 10.1 **Deposit of Original Title Documents:** Simultaneously with the execution of this agreement, the Original Title Documents of the said Property shall be kept in Escrow with **Mr. NIRUPAM SARAOGI** of "Punwani Chambers" 4th Floor, No. 7B Kiran Shankar Roy Road, Kolkata - 700 001 and **Mr. ADITYA KANODIA** of "Temple Chambers" 4th Floor, No. 6 Old Post Office Street - Kolkata - 700 001, jointly ("**ESCROW AGENT**") in a bank safe deposit vault, and upon being required by the Developer, the same shall be produced by the Escrow Agent before the Developer or its agents and/or any person or authority authorised by the Developer and also permitted to be examined, inspected and given in evidence and also furnished with such true or attested or otherwise copies of or extracts or abstracts from the same as may be required by the Developer. In case the Original Title Documents are required by the Developer for creating mortgage / charge on the said Property or any of them, including equitable mortgage / mortgage by deposit of title deeds as referred to in Clause 20.3 hereinafter (Project / Construction Finance), the Escrow Agent shall forthwith handover the Original Title Documents and other documents of title to the Developer / Financier and no further consent of the Land Owner will be required, which shall be deemed to have been given by these presents itself.
- 10.2 Simultaneously with the Land Owner receiving amount equivalent to the total IFRD / Security Deposit receivable by the Land Owner hereunder, the Escrow Agent shall without demur hand over the Original Title Documents of the said Property to the Developer and if at that juncture the Original Title Documents be lying in the custody of any Bank/Financial Institution/Lender ("**FINANCIERS**") in respect to loan(s) obtained by the Developer for the purpose of Project; the said Original Title Documents shall go directly to the Developer once the same are delivered back by the said Financiers and the Land Owner shall not have any objection or any claim or demand with regard thereto.

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11. Powers and Authorities:

11.1 **Power of Attorney for Sanction and Construction and Sale:** The Land Owner has simultaneously with the execution of this Agreement granted to the Developer and/or its nominees, Power(s) of Attorney inter alia for the purpose of getting the Building Plans sanctioned / revalidated / modified / altered by the Authorities, and for the purpose of dealing with all regulatory issues relating to the Project and dealing with different authorities in connection with construction of the New Buildings and for the purpose of booking and sale and transfer of the New Buildings and the Saleable Spaces therein.

11.1.1 It is clarified that while exercising the powers, the attorney shall not deal with the IFRD / Security Deposit and/or Land Owner's Share of Gross Revenue in any manner.

11.1.2 **Restriction on Use of Power and Authority conferred hereunder:** The attorney being appointed by the Land Owner pursuant to this agreement shall not be deemed to, in any manner, be empowered by the Land Owner in respect of the following acts:

- a) Modification and/or Alteration and/or Termination of this Agreement and/or any act resulting in breach of this Agreement;
- b) Any change in the operation of the Designated Account (dealt with in Clause 12.3 hereinbelow);

11.2 **Further Acts:** Notwithstanding grant of the aforesaid Powers of Attorney, the Land Owner hereby undertake that they shall execute, as and when necessary, all papers, documents, plans, further powers of attorney etc. for enabling the Developer to carry out the development of the said Property and sale and transfer of the New Buildings and the Saleable Spaces therein perform all obligations under this Agreement.

12. Land Owner's & Developer's share of Gross Revenue:

12.1 **Land Owners' Share of Gross Revenue** shall be 22.00% (twenty-two percent) of the **Gross Revenue Receipts** till the Land Owner receives amount equivalent to the figure of Security Deposit mentioned in Clause 12.4, whereafter the **Land Owners' Share of Gross Revenue** shall stand reduced to 0.50% (zero point fifty percent, i.e. half of one percent) of the **Gross Revenue Receipts**. The Developer shall be entitled to the balance of the Gross Revenue Receipts.

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Illustration - 1

Say total Gross Revenue Receipts is INR 4.000 crore. The Land Owner then shall receive:

(i) 22.00% of Gross Revenue Receipts of INR 2.500 crore = INR 0.550 crore (i.e. equivalent to the Security Deposit amounts),

AND

(ii) 0.50% of balance of Gross Revenue Receipts of INR 1.500 crore = INR 0.008 crore (rounded-off).

The Developer shall be entitled to INR 3.442 crore (i.e. INR 4.000 crore minus INR 0.550 crore minus INR 0.008 crore).

12.1.1 **"GROSS REVENUE RECEIPTS"** for the purpose of this agreement shall mean the amounts received against Booking / Allotment and Transfer of the Units, Parking Spaces and other Saleable Spaces from time to time including the consideration for Transfer of the Units, Parking Spaces and other Saleable Spaces (which, inter alia, includes price, consideration and others), and for Floor Rise Escalation and PLC (preferred location charges) and any other amount on any account received against any Transfer of Saleable Spaces; but the following items shall however be excluded / deducted therefrom, which all shall be collected realised and appropriated by the Developer alone:

- i) Statutory realisation, including but not limited to Works Contract (Sales) Tax, VAT, Service Tax, GST (as and when made applicable), development charges, Betterment fees etc.;
- ii) Stamp duty and registration fee if collected from the prospective transferees of Saleable Spaces and other spaces areas rights or benefits at the said Property;
- iii) Cost of extra work carried out exclusively at the instance of Transferees of Saleable Spaces and other spaces areas rights or benefits at the said Property;
- iv) Furniture fixture or fittings or any electrical gazettes supplied at the cost and exclusively at the instance of Transferees beyond the specified specification;

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- v) Any deposit for Electricity Board or local electricity suppliers, society formation charges, deposits/security received from transferees of Saleable Spaces and other spaces areas rights or benefits at the said Property or for any other mutually decided specified purpose not forming part of consideration for sale/transfer of Saleable Spaces and other spaces areas rights or benefits at the said Property;
- vi) Amounts received from Transferees of Saleable Spaces and other spaces areas rights or benefits at the said Property on account of or as extras such as on account of generator, transformer and other installations and facilities, procuring electricity, legal charges etc., and also those received as deposits / advances against rates and taxes, maintenance charges, sinking fund etc.;
- vii) Realisation of interest from Transferees of Saleable Spaces or else;
- viii) Amounts received from Transferees of Saleable Spaces and other spaces areas rights or benefits at the said Property on account of nomination charges, cancellation charges etc.

12.1.2 **"SALEABLE SPACES"** for the purpose of this agreement shall mean the Units (being all the transferable spaces and/or constructed areas in the said Property, be they flats, apartments, office spaces, shops, showrooms, covered spaces or the like for use as residence, commercial, mercantile or any other purpose capable of being independently and exclusively held used occupied and enjoyed by any person and shall include the terrace if any attached to any unit), Parking Spaces, terraces, roofs, with or without any facilities and all other areas at the said Property capable of being transferred independently or by being added to the area of any Unit (including common areas installations and facilities) or making appurtenant to any Unit or otherwise and shall also include any area, right or privilege at the said Property capable of being commercially exploited or transferred or granted/permited to be used for consideration in any manner.

12.2 The payment of the Land Owner's Share of Gross Revenue shall be subject to deduction therefrom:-

- a) Taxes and liabilities, if any payable by the Land Owner in terms hereof and initially paid by the Developer to authorities. Payment of any amount towards the taxes and liabilities of the Land Owner in terms hereof is not the obligation of the Developer.



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- b) All other amounts if advanced to or paid for and on behalf of the Land Owner towards fulfillment and compliance of the Land Owner's obligations and undertakings provided herein, with prior intimation to the Land Owner;
- c) TDS (tax deduction at source).

12.3. The Project's Revenue receipts received from the sale/transfer of the constructed spaces in the said Project from time to time shall be received in the name of the Developer and shall be deposited in a separate bank account opened for such purpose (in short called "**SALE CONSIDERATION BANK ACCOUNT**" / "**DESIGNATED ACCOUNT**"). No other bank account shall be used therefor. Suitable standing instructions shall be given to the Bank for disbursement of the sale proceeds collected in such Sale Consideration Bank Account to the respective accounts of the Land Owner and the Developer in terms hereof. The amounts to be disbursed shall be subject to deductions / adjustments as herein mentioned. The Sale Consideration Bank Account shall not be used for any other purposes. No other money shall be deposited in the Designated account save as those stated herein. No withdrawals shall be made from the Designated Account save and except the pre-set instructions given to the Bankers in terms of this Agreement.

12.4 The Developer shall deposit with the Land Owner an interest free security deposit ("**IFRD**" / "**SECURITY DEPOSIT**") in the following manner Provided that in case the Land Owner shall have received any amount on account of Land Owners' Share of Gross Revenue, then the Security Deposit amount shall get reduced to that extent. The unadjusted component of Security Deposit shall be adjusted against the future Land Owners' Share of Gross Revenue. In case Land Owners' Share of Gross Revenue exceeds the Security Deposit amount at any time, then the excess amount shall not be paid at that time but shall be carried forward for adjustment against Security Deposit payable thereafter. This Clause is explained in Illustration - 2 below.

Sl. No.	Relevant Period	Due Date	Amount
Period A	25/JAN/2017 to 31/MAR/2018	At or before execution hereof	INR 5,00,000/- (Rupees Five Lac) only.
Period B	01/APR/2018 to 31/MAR/2019	31/MAR/2019	INR 10,00,000/- (Rupees Ten Lac) only.
Period C	01/APR/2019 to 31/MAR/2020	31/MAR/2020	INR 10,00,000/- (Rupees Ten Lac) only.

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Sl. No.	Relevant Period	Due Date	Amount
Period D	01/APR/2020 to 31/MAR/2021	31/MAR/2021	INR 10,00,000/- (Rupees Ten Lac) only.
Period E	01/APR/2021 to 31/MAR/2022	31/MAR/2022	INR 10,00,000/- (Rupees Ten Lac) only.
Period F	01/APR/2022 to 24/JAN/2023	24/JAN/2023	INR 10,00,000/- (Rupees Ten Lac) only.

Illustration - 2

Say till period C, the Developer is required to deposit with the Land Owner a sum of INR 0.25 crore (i.e. INR 0.05 crore for period A, INR 0.10 crore for period B and INR 0.10 crore for period C). Say in period A, no amount is received by the Land Owner on account of Land Owners' Share of Gross Revenue and the Developer deposits INR 0.05 crore with the Land Owner as Security Deposit. In period B, Land Owner receives INR 0.02 crore on account of Land Owners' Share of Gross Revenue and accordingly Developer deposits INR 0.08 crore on account of Security Deposit resulting in total Security Deposit of INR 0.13 crore after adjustment of the said INR 0.02 crore received by the Land Owner on account of the Land Owner's Share of Gross Revenue. In period C, Land Owners' Share of Gross Revenue comes to INR 0.13 crore, then INR 0.10 crore is received by the Land Owner as payment on account of Land Owners' Share of Gross Revenue and the balance INR 0.03 crore belongs to and is received by the Developer, but the quantum of Security Deposit stands adjusted to that extent (i.e. out of Security Deposit of INR 0.13 crore, INR 0.03 crore gets adjusted leaving a Security Deposit of INR 0.10 crore in the Land Owner's hands, which gets adjusted against subsequent years' Land Owners' Share of Gross Revenue). Similar procedure shall be followed for Periods D, E & F. Under no circumstances, shall the Land Owner receive amount in excess of that mentioned in Clause 12.4.

- 12.5 The parties have further agreed that the Land Owner's aforesaid entitlement to the Security Deposit shall not be dependent on the actual commencement of the development of the Project by the Developer.
- 12.6 Upon expiry of 6 (six) years from the date hereof, the Developer shall, solely and exclusively, have the right and be entitled to exercise any of the following two options:

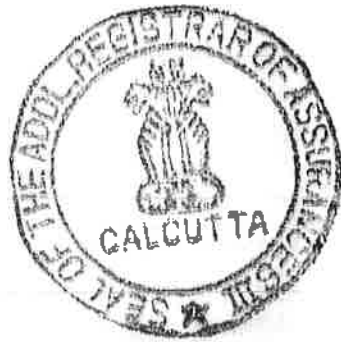
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12.6.1 The Developer shall at any time be entitled to purchase in its own favour and/or in favour of its nominee or nominees (in such parts or shares as the Developer may deem fit and proper) the balance land comprised in the said Premises (i.e. the entire land after excluding the quantum already conveyed till then in terms of this agreement), with all rights and entitlement of the Land Owner therein (including the rights and entitlement to receive and appropriate the Land Owners' Share of Gross Revenue), and the consideration therefor shall be the unadjusted amount of IFRD / Security Deposit (if there be any) being held by the Land Owner in terms of Clause 12.4 herein Provided that in case no amount remains unadjusted on account of IFRD / Security Deposit, the Developer shall not be required to pay any further consideration to the Land Owner. The Land Owner shall be obliged and bound to grant Conveyance(s) in favour of the Developer and/or its nominee or nominees (in such parts or shares as the Developer may deem fit and proper) within 7 (seven) days of being notified by the Developer. In case Land Owner fails to do so, then its Power of Attorney holder (appointed as per Clause 11.1 herein) shall be signing Conveyance(s) for and on behalf of the Land Owner as may be required by the Developer which the Land Owner hereby ratifies and confirms;

OR

12.6.2 The Developer shall be entitled to continue with the Revenue Share option with the Land Owner in which case:

- (i) The unadjusted IFRD / Security deposit (if there be any) lying with the Land Owner shall get adjusted against all further Share of the Land Owner in the Gross Revenue Receipts at the same said rate of 22.00% (twenty-two percent) as stated at Clause 12.1 hereinabove till the IFRD / Security Deposit gets fully adjusted. Such further share of the Land Owner in the Gross Revenue Receipts shall not actually be payable but merely be book entries for adjustment;
- (ii) Upon full adjustments of the IFRD / Security Deposit as aforesaid, the Land owner shall then become entitled to receive a reduced share @0.50% (zero point fifty percent, i.e. half of one percent) only in the subsequent / balance Gross Revenue Receipts that is generated from the Project, which shall be payable to the Land Owner only after completion of the Project, i.e. after construction and development of the entire area and granting conveyance as well as delivering possession of all the Units in the Project. The Developer shall be entitled to the balance share @99.50% (ninety-nine point fifty percent) of the Gross Revenue Receipts.

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The above is explained by the Illustrations, being Illustration – 3(a) and Illustration 3(b) hereinbelow:

Illustration – 3(a)

Say the total IFRD / Security Deposit payable by the Developer to the Land Owner is INR 0.550 crore and the Land Owner is entitled to say 22.00% of the Gross Revenue Receipts till such time the IFRD / Security Deposit stands fully adjusted, whereafter it stands reduced to say 0.50% as mentioned in Clause 12.6.2(ii) hereinabove.

Till the end of Period F, the Gross Revenue Receipts are INR 1.773 crore and the Land Owner's share thereof @22.00% is INR 0.390 crore as Land Owners' Share of Gross Revenue, which stands adjusted against the Security Deposit, leaving an unadjusted Security Deposit of INR 0.160 crore.

In the next 1 (one) year and 8 (eight) months, Gross Revenue Receipts are INR 0.727 crore (rounded-off) and the Land Owner's share thereof @22.00% is INR 0.160 crore, as a result whereof the unadjusted Security Deposit of INR 0.160 crore stands fully adjusted.

Thereafter, till completion of the Project, Gross Revenue Receipts are say INR 1.500 crore (rounded-off), out of which the Land Owner shall receive INR 0.008 crore (rounded-off) as its share of Revenue at the reduced rate of 0.50% as mentioned in Clause 12.6.2(ii) hereinabove, which shall be payable to the Land Owner only after completion of the Project and conveyance and transfer of all Saleable Spaces.

Illustration – 3(b)

Say the total IFRD / Security Deposit payable by the Developer to the Land Owner is INR 0.550 crore and the Land Owner is entitled to say 22.00% of the Gross Revenue Receipts till such time the IFRD / Security Deposit stands fully adjusted, whereafter it stands reduced to say 0.50% as mentioned in Clause 12.6.2(ii) hereinabove.

Till the end of Period F, the Gross Revenue Receipts are INR 3.000 crore. In such event, Gross Revenue Receipts upto the extent of INR 2.500 crore (rounded-off) shall be shared by the Developer and the Land-owner in the ratio of 78:22, i.e. the Land-owner entitled to INR 0.550 crore only and the balance of Gross Revenue Receipts of INR 0.500 crore shall be

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shared by the Developer and the Land-owner in the ratio of 99.50 : 0.50, i.e. the Land-owner entitled to INR 0.003 crore only which shall be payable to the Land Owner only after completion of the Project and conveyance and transfer of all Saleable Spaces.

Thereafter, till completion of the Project, further Gross Revenue Receipts are say INR 1.000 crore, out of which the Land Owner shall receive INR 0.005 crore (rounded-off) only as its share of Revenue at the reduced rate of 0.50% as mentioned in Clause 12.6.2(ii) hereinabove, which shall be payable to the Land Owner only after completion of the Project and conveyance and transfer of all Saleable Spaces.

- 12.7 The Land Owner hereby unequivocally assures and confirms that save and except in default of making payment of the Security Deposit or the Land Owner's Share in the Gross Revenue Receipts by the Developer, irrespective of what option is exercised by the Developer, all the obligations of the Land Owner under this agreement shall continue to subsists and the Land Owner shall be required to perform the same, punctually and without default and shall fully indemnify the Developer with regard thereto.

13. Authority of Developer in Dealing with Saleable Spaces etc.:

- 13.1. **Sale / Transfer of Saleable Spaces etc.:** All Saleable Spaces and other spaces areas rights and benefits within the said Property shall be sold and transferred to the Transferees exclusively by the Developer and the sale consideration received from the same shall be received solely by the Developer and deposited in the Designated Account in the manner stated in Clause 12.3 above.
- 13.2. **Transfer in favour of Transferees:** The Units and Saleable Spaces in the New Buildings shall be sold and transferred in favour of the Transferees by initially entering into Agreements for Sale (registered or unregistered) followed by handing over of possession to them by the Developer and transferring title by registered Deeds of Conveyance. Both the Land Owner and the Developer shall be parties in all such Agreements and Deeds of Conveyance. In the Agreement for Sale, the Land Owner may be represented by the Developer or its nominee/s as constituted attorney of the Land Owner. However the execution and registration of the Deeds of Conveyance shall be executed in the manner provided hereinafter, particularly in Clause 17.7 herein.

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- 13.3. The Developer may at its option at any time after the Land Owner having received an amount equivalent to the amounts mentioned upto Period-C in Clause 12.4 heretofore (whether by way of Security Deposit or by way of Land Owner's Share of Gross Revenue) be entitled to obtain conveyance of such proportionate share of land comprised in the said Property as be equivalent to the aggregate of the amount of IFRD / Security Deposit amount and the Land Owner's Share of Gross Revenue paid by the Developer till then, with the total IFRD / Security Deposit amount being assumed to be 100% of the Land Owners' Share of Gross Revenue notwithstanding the fact that there may be minor variance with the actual amount of the Land Owners' Share of Gross Revenue. Such conveyance shall be in favour of the Developer and/or its nominees and/or assigns, as the Developer may deem fit and proper.
- 13.4. **Preparation of Documents & Cost of Transfer of Units:** The costs of all agreement and conveyances including stamp duty and registration fees and all other legal fees and expenses shall be borne and paid by the Transferees. The documents for transfer including Agreements for Sale of Units and Deeds of Conveyance shall be prepared by the Developer's Advocates ("**ADVOCATES**").
- 13.5. All payments received in respect of any Sale and/or Transfer shall be on account of the Developer and any refund, damages, penalty, claim or demand (if any) of the Transferees shall be the sole liability of the Developer. The Land Owner shall have no obligations under any agreement for Sale and/or Transfer of constructed areas, either relating to refund, representation, or any other warranty given in favour of the intending transferees. They shall have the only obligation to convey proportionate right title and interest in the land comprised in the said Property, as be directed / instructed by the Developer from time to time.
- 14. Municipal Taxes and Outgoings:**
- 14.1 **Relating to Period Prior to Date of this Agreement:** All Municipal rates and taxes and outgoings of any nature whatsoever or howsoever (collectively "**RATES**") on the said Property relating to the period prior to the date hereof shall be borne, paid and discharged by the Land Owner. It is made specifically clear that all Rates outstanding upto the date hereof shall remain the liability of the Land Owner and such dues shall be borne and paid by the Land Owner as and when called upon by any statutory authority or the Developer, without raising any objection thereto.



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14.2 **Relating to Period after the Date of this Agreement till completion of the Project:** As from the period hereafter till completion of the Building/s in terms hereof, the Developer shall be liable and responsible for payment of the same and the Land Owner shall not be liable therefor unless the Land Owner acquires / purchases any flat / unit etc.

14.3 **Relating to Period after completion:** As from the period after completion of the Project or any part thereof, the liability and responsibility for payment of the Rates shall be that of the Transferees and the Land Owner shall not be liable therefor unless the Land Owner acquires / purchases any flat / unit etc.

15. Post Completion Maintenance:

15.1 **Maintenance:** The Developer alone shall be entitled to frame schemes for the management and administration of the New Buildings as the Developer may deem fit and proper without any interference of the Land Owner and the Land Owner shall not be liable therefor unless the Land Owner acquires / purchases any flat / unit etc.

16. Marketing:

16.1 **Marketing:** The Developer alone shall be entitled for marketing and sales of the Project and the Land Owner shall no concern therewith.

16.2 **Dealing with Transferees:** The Developer alone shall be entitled to deal with the Transferees regarding the sale transfer etc., of all Saleable Spaces in the New Buildings and also for getting the transfer documents prepared and signed, collecting payments, handing over possession, etc.

17. Obligations of the Land Owner:

17.1 **Title not be affected:** The Land Owner shall not do or omit to do or cause to be done any act deed matter or thing whereby or by reasons whereof the rights title or interest of the Land Owner to the said Property or the rights and interest of the Developer under this agreement is affected or prejudiced in any manner whatsoever and, if required, shall answer and comply with all requisitions made by the Transferees (as herein defined) and/or the Banks / Financial Institutions / Lenders associated with the said Property.

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- 17.1.1 **Encumbrance or Liability Found** : Notwithstanding the aforesaid, in case at any time hereafter the said Property or any of them or any part thereof be found to be affected by any latent defect or encumbrance or any liability be found to be due in respect of the said Property or any part thereof; then and in such event the Land Owner shall be liable at its own costs to have the same cleared and in case the Land Owner fails to do so even after receiving notice to that effect from the Developer, the Developer shall be at liberty to have the same cleared at the costs and expenses of the Land Owner with prior intimation to the Land Owner, and adjust such costs with interest (if any) from the Land Owner's share of Gross Revenue.
- 17.2 **Approvals and Sanction Plan**: The application for sanction of Building Plans and also application for all other Land related approvals shall be made in the name of the Land Owner / Developer. Though the Building Plan and all other Land related approvals shall be obtained in the name of Land Owner, the Developer will be sole beneficiary of the same.
- 17.3 **No Dealing with the Said Property**: The Land Owner hereby covenants not to sell, transfer, assign, let out, grant lease, mortgage, charge or otherwise deal with or dispose-off the Said Property or any portions thereof save and except with the prior written consent of the Developer. Change in ownership control and management of the Land Owner Company shall be deemed to be assignment under this clause save as amongst the present share-holders and their family members and relatives.
- 17.4 **Documentation and Information**: The Land Owner undertakes to provide the Developer with any and all documentation and information relating to the said Property and each of them as may be required by the Developer from time to time, including relating to its title and the representations made herein.
- 17.5 **No Obstruction in Construction**: The Land Owner hereby covenants not to cause any interference or hindrance in the construction of the New Buildings.
- 17.6 **No Obstruction in Dealing with Saleable Spaces**: The Land Owner hereby agrees and covenants with the Developer not to do any act deed or thing whereby the Developer is prevented from enjoying, selling, assigning and/or disposing of the Saleable Spaces and other spaces areas rights and benefits within the said Property / Project.

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- 17.7 **Execution of Deeds in favour of Transferees:** The Land Owner shall from time to time, as and when required by and at the request of the Developer, execute and register sale / transfer deed or deeds or other documents of transfer for sale, transfer or disposal of Saleable Spaces and other spaces areas rights and benefits in the Project at the said Property together with or independent of or independently the land comprised in the said Property attributable thereto and/or earmarked therefor in favour of the respective Transferees thereof without raising any objection whatsoever. In the event of the Land Owner failing and/or refusing to execute such sale / transfer deeds and other documents of transfer despite 7 (seven) days' notice being given to the Land Owner, the Developer and/or its nominee/s shall be entitled to execute the same for and on behalf of and as the attorney / agent of the Land Owner. All costs and expenses for execution and registration of such agreements and/or documents of transfer shall be borne and paid by the prospective Transferees.
- 17.8 **Co-operation with Developer:** The Land Owner undertakes to fully co-operate with the Developer for development of the Said Property.
- 17.9 **Adherence by Land Owner:** The Land Owner has assured the Developer that they shall adhere to this Agreement and comply with its terms and conditions.
- 17.10 **Act in Good Faith:** The Land Owner undertakes to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 17.11 **Compliance with Law:** The Land Owner hereby agrees and covenants with the Developer to comply with the provisions of the law applicable to ownership of the Land and transfer of the New Buildings.

17A. Obligations of the Developer:

- 17A.1 **Ensure timely payments:** The Developer shall ensure that the IFRD / Security Deposit and the Land Owners' Share of Gross Revenue (hereinbefore defined) is paid to the Land Owner in a timely manner as herein agreed;
- 17A.2 **No additional liability:** The Developer shall not cast any liability on the Land Owner in excess of those herein agreed;

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Owner is in breach or default of or fails to comply with any of its obligations mentioned in this Agreement in the manner or within the period stipulated therefor, the Developer shall give a notice, in writing, to the Land Owner giving time of 60 (sixty) days to contest and have the prohibitory order/s vacated and/or to remedy the default or breach and the Land Owner shall be liable to pay interest @18% per annum on all amounts for the time being paid or incurred by the Developer in connection with this agreement during such period and in case the Land Owner even fails to remedy the same within such 60 (sixty) days, the Developer shall be entitled to take all or any of the following recourses as the Developer shall deem fit and proper:-

- i. To itself try and attempt the compliance of the obligation under default, at the costs and expenses of the Landowner in such manner and on such terms and conditions as the Developer may deem fit and proper and during such period also the Landowner shall be liable to pay interest @18% per annum on all amounts for the time being paid or incurred by the Developer on the Project and/or paid to the Landowner w.e.f. the respective dates of payment / incurrence thereof.

In case of the Developer attempting the compliance of the obligation of the Land-owner under default, the amounts, costs and expenses paid or incurred by the Developer together with interest @18% per annum thereon (w.e.f. the respective dates of payment / incurrence thereof) shall be the liability of the Landowner exclusively and the Developer shall have a lien on the Land Owner's share of Gross Revenue for such amount. Such amount and interest shall be adjustable firstly out of the Land Owner's share of Gross Revenue / Security Deposit.

- ii. Consequently, the obligations of the Developer in connection with this agreement, including payment of Land Owner's Share of Gross Revenue / Security Deposit, shall stand extended by the period of delay.
- iii. To exclude the portion or portions as may be the subject matter of such default from being part of the said Property or the Building Complex/Project as the case may be and to continue the Project in the balance portion. In case of any such exclusion, the said Property shall be varied accordingly and all other provisions of this agreement shall apply mutatis mutandis, including proportionate reduction in the amount of Land Owner's Share of Gross Revenue and the Security Deposit.

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- iv. To sue the Land owner for specific performance of this agreement and/or damages;
- v. To cancel this agreement in whole or in respect of the portion of the said Property as may be affected by such default and in such event the following consequences of Cancellation shall be followed:
- Any cancellation affecting part of the said Property or any part thereof shall not affect the continuance of this Agreement in respect of the remaining parts of the said Property.
 - The IFRD/Security Deposit along with the Land Owner's Share of Gross Revenue paid to the Land-owner and all other amounts and claims on any account paid or incurred by the Developer on the said Property or which the Developer is subjected to, and damages payable by the Land-owner, shall within 15 (fifteen) days of being demanded by the Developer, be refunded by the Land-owner to the Developer wholly if the Agreement is cancelled as a whole and proportionately if the agreement is cancelled only in respect of part of the said Property. In case of delay in refund, penal interest @18% per annum will become applicable and the Developer shall be entitled to hold use and enjoy the said Property or part thereof (as applicable) and in case such delay extends beyond 6 (six) months from the stipulated date, then the Developer shall be entitled to assign / transfer / deal with / dispose of the said Property or part thereof (as applicable) and the Land-owner's interest therein (such assignment / transfer / disposal to be exercised through the attorney of the Land-owner appointed pursuant to this agreement) and out of the proceeds realized from such assignment / transfer / disposal, the Developer shall retain with itself all amounts then due and payable by the Land-owner to the Developer and refund the balance, if any, to the Land-owner. In case of any shortfall, the Land Owner shall make good the same forthwith;
 - Upon the Land-owner complying with the obligations pursuant to cancellation in terms of the aforesaid clause, the Developer shall, at the cost and expenses of the Land-owner, revert the said Property or concerned part thereof, in the condition the same be then to the Land-owner (i.e. with all improvements and developments made thereon until then and/or as its nature then permits).

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II. After Period-F as per Clause 12.4 herein:

In case of any default of the Land Owner arising after expiry of the Period-F as per Clause 12.4 herein, the Developer shall be entitled to seek specific performance of this Agreement and/or damages.

B. Developer's Default:

I. Upto performance stipulated within Period-F as per Clause 12.4 herein:

If the Land-owner has duly and punctually complied with its obligations as stated herein, and in case the Developer fails and/or neglects to make payment of the Security Deposit or the Land Owner's Share of Gross Revenue, the Developer shall be given a remedial period of 6 (six) months to make such payment with interest @18% per annum for the period of delay, Or if the security created for obtaining project Finance is invoked by the financier (except due to reasons of Land-owner's title / interest to the said Property) and the Developer fails to regularize the same within 30 (thirty) days of such invocation, and if the default continues even thereafter, then the Land Owner shall be entitled to any of the following recourses as the Land Owner shall deem fit and proper:-

- a) To sue the Developer for specific performance of the contract and/or damages;
- b) To take over the unfinished works in the Project or the incomplete Phase thereof and to complete the same at the costs and expenses of the Developer (which shall include all costs and expenses relating to inter alia, construction, marketing, statutory dues, discharge of Project Finance, discharge of suppliers and creditors of the project, liability of any Transferees of the Saleable Area (including interest, damages, compensation etc. payable to Transferees)). In case of such takeover, all Revenues in respect of the Project so taken over accruing from the date of take over shall be received by the Land Owner in a separate Bank Account and after making payment of the aforesaid costs and expenses, the balance shall be shared between the Land-owner and the Developer in the ratios mentioned in Clause 12.1 hereinabove and the Developer's Share thereof shall be deposited in the joint names of the Land-owner and the Developer in a separate auto-renewable Fixed Deposit account of 1 (one) year term with a scheduled bank every month / quarter and upon completion of the Project or the relevant Phase thereof, as applicable, the same alongwith accrued interest shall forthwith be made over to the Developer. Upon completion of the Project or the relevant Phase thereof and accounting of the same, if it is found that the costs of completion of

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the project exceeds such Developer's share of the Revenue and accrued interest, the Developer shall pay the deficit to the Land Owner and if the same are less than such Developer's share of the Revenue and accrued interest, the Developer shall be entitled to withdraw the balance and the Land-owner shall co-operate with the Developer therefor.

Miscellaneous:

- 19.1 **Developer to Receive Additional Payments & Deposits:** The Developer shall be entitled to receive in respect of the entire New Buildings all additional charges, expenses and/or deposits including for corpus deposit, formation of the Maintenance Company, Common Expenses, Municipal Taxes, supply of electricity, purchase and installation of generator, electric and water supply connections, additional work and amenities that may be provided, charges, out-pocket expenses and fees payable for changes/regularization/ completion under the Building Rules. The Land Owner shall neither have any right nor any liability regarding the same.
- 19.2 **No Partnership:** The Land Owner and the Developer have entered into this Agreement purely as a contract on a Principal to Principal basis and nothing contained herein shall be deemed to be or construed as a Partnership or Joint Venture between the Parties in any manner nor shall the Parties constitute an association of persons.
- 19.3 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 19.4 **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Land Owner. Further, various applications and other documents may be required to be signed or made by the Land Owner relating to which specific provisions may not have been made herein. The Land Owner hereby undertakes to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for such purposes and the Land Owner also undertakes to sign and execute all additional applications and other documents, at the costs and expenses of the Developer.

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- 19.5 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 19.6 **Name of New Buildings:** The name of the Project / New Buildings shall be decided by the Developer in its sole discretion and the Land Owner shall not have any say with regard thereto.
- 19.7 **Acquisition:** In case the said Property and/or any portion thereof is acquired by the Government or any other Body or Authority, then in that event the Parties shall contest and challenge such acquisition. If however, acquisition becomes inevitable, then the provisions following shall be applicable:
- 19.7.1 In case of acquisition or requisition of the said Property at any time hereafter, this agreement will come to an end and the Land Owner shall within 3 (three) months thereof refund to the Developer all amounts paid and/or deposited and/or incurred by the Developer pursuant to and under this agreement till then, including all costs of construction, whereupon the Developer shall hand over the said Property to the Land Owner. In case of delay in such refund by the Land Owner beyond the said period of 6 (six) months, the Land Owner shall also be liable to pay interest thereon @18% per annum. Till such time the Land-owner makes such refund, the compensation receivable by the Land-owner shall remain charged in favour of the Developer and the Developer shall be entitled to claim the same from acquiring authority.
- 19.8 **Essence of the Agreement:** Payment in terms of Clause 12.4 is the essence of this Agreement.
- 19.9 **Duty to Disclose:** The Developer shall disclose this Agreement to buyers / transferees of saleable spaces and the lending banks and financiers. The Developer shall also provide a copy of the standard agreement for sale for the project to the Land Owner prior to execution of agreements with Transferees. However, delay or default in providing such copy shall not constitute a material breach.
- 20. Additional Rights of the Developer:**
- 20.1 It is expressly agreed understood and clarified that at any time hereafter, the Developer shall be absolutely entitled to enter into any agreement or arrangement with the owners / occupiers / developers of adjoining / nearby properties on such terms as be agreed by and between the



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Developer and the owners / occupiers / developers of such adjoining properties. In such event, such additional land alongwith the land comprised in the said Property (hereinafter for the sake of brevity referred to as the "**ENLARGED PROPERTY UNDER DEVELOPMENT**") shall increase the scope and ambit of the development herein envisaged which shall stand increased to that extent without however in any manner curtailing and/or infringing on or enhancing / increasing the consideration of the Land Owner herein, which consideration of the Land Owner herein shall remain unchanged and the additional constructed areas and other benefits and rights available / allowable due to such additional land being available for development shall be shared by and between the Developer and the owners / occupiers / developers of such adjoining properties and the Land Owner shall have no concern therewith.

- 20.2 **Arrangements with Adjoining Properties:** The Developer may in its absolute discretion shall be absolutely entitled to enter into any agreement or arrangement with the owners/occupiers/developers of other properties adjoining / contiguous / nearby to the said Properties thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and Facilities in the said Property or any part or portions thereof.
- 20.3 **Project / Construction Finance:** The Developer shall be entitled to take construction loans and/or may arrange for financing of the Project ("**PROJECT FINANCE**") by any Bank/Financial Institution/Lender ("**FINANCIER**") and for that the Developer shall be entitled to mortgage / charge the said Property or any of them, including equitable mortgage / mortgage by deposit of title deeds. The Developer is hereby authorized by the Land Owner to deposit the Original Title Documents and other documents of title relating to the said Property or any of them with the Financier as security for the purpose of Project Finance and to sign and execute necessary documents on behalf of the Land Owner (through the attorney being appointed by the Land Owner pursuant to this agreement or by the Land Owner personally, if required by the Developer) and for such purpose the Escrow Agent shall be obliged to forthwith handover the Original Title Documents and other documents of title to the Developer / Financier and no further consent of the Land Owner will be required, which shall be deemed to have been given by these presents itself. It is however clarified that the withdrawal / disbursement on account of such Loan / Finance at any point shall not exceed the aggregate of the amounts of the IFRD / Security Deposit and the Land Owner's Share of Gross Revenue paid by the Developer to the Land Owner till then and the Land Owner shall personally issue money

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receipts therefor, with copy marked to the lending banks / financial institutions / lenders Provided However and it being clarified that upon the Land Owner having received amount equivalent to the total IFRD / Security Deposit receivable by the Land Owner hereunder, the Developer shall be entitled to withdraw unlimited amount of loans or advances or like without any reference to the Land Owner and without any fetters / objections / embargo. The liability of the Land Owner shall be restricted to creation of mortgage on the said Property, as a mortgagor without any standing as a guarantor or surety. Further the Developer shall, till the entire IFRD / Security Deposit is not paid, keep the Land Owner informed as to the loan granted and /or disbursed by the Financier to the Developer. However, delay or default in providing such information shall not constitute a material breach.

- 20.3.1 It is further clarified that the Land Owner or its directors shall have no liability whatsoever in respect of any loan taken by the Developer, including the project loan, or its repayment or default save and except the obligation to create mortgage over the said property And save any liability that may be cast or fastened on the Land Owner in case of any representation assurance warranty etc., of the Land Owner being found to be untrue false incorrect or misleading or in case of the Land Owner being in breach or default of its obligations herein. Save due to reasons stated earlier in this clause, the Financier shall not be entitled to seek enforcement of any right against the Land Owner or its directors except as against the property.

21. Indemnities:

- 21.1 Each Party doth hereby indemnifies and covenants to keep the other party indemnified saved and harmless against all losses, damages, costs, claims, demands etc., that may arise or be suffered by the other party arising out of any default or breach being committed by the defaulting party in respect of any obligation required to be performed by the defaulting party in terms of this Agreement or in case of any representation assurance warranty etc., of the defaulting party being found to be untrue false incorrect or misleading;
- 21.2 The Developer shall be solely liable and responsible for any claim demand, proceedings, whether civil or criminal, accidents, labour claims, etc, at the project site or relating to the said Project or resulting in any violation of statutory provisions and the Developer doth hereby indemnifies the Land Owner in respect thereof:

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- 21.3 The Land Owner has executed the power of attorney in favour of the person nominated by the Developer. The Developer and the Developer's Guarantor shall be solely liable for all acts and deeds of the said Attorney. However, acts deeds and things done by the attorney shall bind the Land-owner;
- 21.4 The Land Owner shall indemnify the Developer if the Land-owner does or omit to do or cause to be done any act deed matter or thing whereby or by reasons whereof the rights title or interest of the Land Owner to the said Property or the rights and interest of the Developer under this agreement is affected or prejudiced in any manner whatsoever or fails to answer and comply with all requisitions made by the Transferees (as herein defined) and/or the Banks / Financial Institutions / Lenders associated with the said Property or in case at any time hereafter the said Property or any part thereof be found to be affected by any latent defect or encumbrance or any liability be found to be due in respect of the said Property or any part thereof;
22. **Guarantee by Land Owner's Guarantors:** The Land Owner's Guarantors do and each of them doth hereby jointly and/or severally irrevocably and unconditionally guarantee to the Developer the due and full compliance by the Land Owner herein of its obligations and liabilities herein and of all terms conditions covenants and agreements of the Land Owner towards the Developer, including modifications / amendments thereof from time to time, and in connection with the aforesaid, the Land Owner's Guarantors agree and covenant with the Developer as follows:
- (i) This guarantee shall be enforceable against the Land Owner's Guarantors or any of them at the first instance notwithstanding any security or right of action that the Developer may have against the Land Owner under this Agreement or otherwise.
 - (ii) No changes whatsoever in this Agreement (including the extension of period therein or any time given or any indulgence granted or security released or any compromise or adjustment between the Land Owner and the Developer) shall impair or discharge the liability of the Land Owner's Guarantors or any of them under this guarantee in any manner whatsoever.
 - (iii) In order to give effect to this guarantee, the Land Owner's Guarantors hereby declare that the Developer shall be at liberty to act as if the Land Owner's Guarantors were the Land Owner herein and the Land Owner's Guarantors hereby waive all and any of their rights as surety which may at any time be inconsistent with any of the above provisions.









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- (iv) This Guarantee shall be a continuing one and irrevocable and shall remain valid and in force until performance of Period-F' at Clause 12.4 hereof.

23. **Guarantee by Developer's Guarantor:** The Developer's Guarantor doth hereby irrevocably and unconditionally guarantee to the Land-owner the due and full compliance by the Developer of its obligations and liabilities herein and of all terms conditions covenants and agreements of the Developer towards the Land Owner, and in connection with the aforesaid, the Developer's Guarantor agrees and covenants with the Land-owner as follows:

- (i) This guarantee shall be enforceable against the Developer's Guarantor at the first instance notwithstanding any security or right of action that the Land Owner may have against the Developer under this Agreement or otherwise.
- (ii) No changes whatsoever in this Agreement (including the extension of period therein or any time given or any indulgence granted or security released or any compromise or adjustment between the Land Owner and the Developer) shall impair or discharge the liability of the Developer's Guarantor under this guarantee in any manner whatsoever.
- (iii) In order to give effect to this guarantee, the Developer's Guarantor hereby declares that the Land Owner shall be at liberty to act as if the Developer's Guarantor was the Developer herein and the Developer's Guarantor hereby waives all and any of his rights as surety which may at any time be inconsistent with any of the above provisions.
- (iv) This Guarantee shall be a continuing one and irrevocable and shall remain valid and in force until performance of Period-F' at Clause 12.4 hereof.

24. **Entire Agreement:**

24.1 **Supersession:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions / correspondence and agreements between the Parties, oral or implied

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25. Counterparts:

25.1 **All Originals:** This Agreement is being executed simultaneously in two counterparts, each of which shall be deemed to be an original and all of which shall constitute one instrument and agreement between the Parties.

26. Severance:


26.1 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement (save and except where the invalidity relates to creation of any liability upon the parties specifically avoided under this agreement) and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

26.2 **Deletion of Invalid Provision:** If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification/s as may be necessary to make it valid and enforceable, save and except where the invalidity relates to creation of any liability upon the Parties specifically avoided under this Agreement, in which case the consent of the Parties shall be necessary to keep the remaining agreement valid and subsisting.

26.3 **Reasonable Endeavour for Substitution:** The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the Parties (if any) under any invalid or unenforceable provision of this Agreement shall be suspended whilst an attempt at such substitution is made.

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30. Amendment/Modification:

30.1 **Express Documentation:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the Parties and expressly referring to the relevant provision of this Agreement.

31. Notice:

31.1 **Mode of Service:** Any notice or other written communication given under or in connection with this Agreement may be delivered personally, or by facsimile transmission, or sent by prepaid recorded delivery, or registered post with acknowledgement due or through courier service to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified in writing by each Party from time to time).

31.2 **Time of Service:** Any such notice or other written communication shall be deemed to have been served:

31.2.1 **Personal Delivery:** if delivered personally, at the time of delivery.

31.2.2 **Registered Post:** if sent by prepaid recorded delivery or registered post or courier service, on the 4th day of handing over the same to the postal authorities/service provider.

31.2.3 **Facsimile:** if sent by facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent.

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

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31.4 **Electronic Mail:** Any notice sent by way of electronic mail (e-mail) shall be considered not to have been served, unless duly confirmed by the recipient by email or any other form of communication.

32. Arbitration:

32.1 **Disputes and Pre-referral Efforts:** The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively "**DISPUTES**"), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties.

32.2 **Referral to Arbitration:** If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to and finally resolved by arbitration by an Arbitral Tribunal formed in the manner given below, in terms of the Arbitration and Conciliation Act, 1996.

32.3 **Arbitral Tribunal:** The Parties irrevocably agree that the Arbitral Tribunal shall consist of Three Arbitrators, one to be nominated by each the Land Owner and the Developer and both such nominated persons to nominate the third arbitrator.

32.4 **Conduct of Arbitration Proceeding:** The Parties irrevocably agree that:

32.4.1 **Place:** The place of arbitration shall be Kolkata only.

32.4.2 **Language:** The language of the arbitration shall be English.

32.4.3 **Interim Directions:** The Arbitral Tribunal shall be entitled to give interim awards/directions regarding the Disputes.

32.4.4 **Procedure:** The Arbitral Tribunal shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law but shall give reasons for the award. The arbitration shall otherwise be carried out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with modifications made from time to time and the provisions of the said Act shall apply to the arbitration proceedings.

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32.4.5 **Binding Nature:** The directions and interim/final award of the Arbitral Tribunal shall be binding on the Parties.

32.4.6 **Time Bound:** The arbitration proceedings shall be completed and final award passed within a specific time frame of 1 (one) year from the date of reference.

33. Jurisdiction:

33.1 **Court:** The Courts having territorial jurisdiction over the said Property or the Calcutta High Court alone shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

34. Rules of Interpretation:

34.1 **Statutes:** In this Agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statutory provision shall be construed as including references to all statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statutory provision.

34.2 **Number:** In this Agreement, any reference to singular includes plural and vice-versa.

34.3 **Gender:** In this Agreement, words denoting any gender including all other genders.

34.4 **Party:** In this Agreement, any reference to a Party is to a party to this Agreement.

34.5 **Clause or Paragraph:** In this Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a reference to a clause or paragraph or schedule (as the case may be) of this Agreement and the schedules form part of and are deemed to be incorporated in this Agreement.

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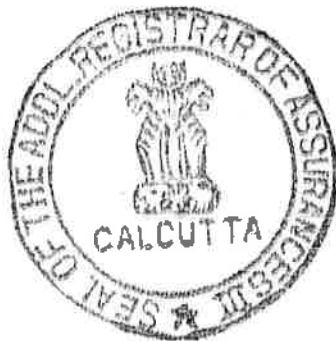
- 34.6 **Including:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 34.7 **Headings:** In this Agreement, the heading are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.

FIRST SCHEDULE
(said Property / said Premises)

Firstly All That the piece and parcel of Bastu land admeasuring 4 Cottahs 2 Chittack more or less Together with structure built thereon with the right to use the passage and other easement rights, lying situate at L.R. Dag No.11144 corresponding to Dag No.3649 under L.R. Khatian No.6892 (in the name of Smt. Lachia Devi) corresponding to Khatian Nos.419 & 489 in Mouza-Mahesh, J.L. No.15, under Police Station Sreerampore in the District of Hooghly, comprised in Holding No.13, Sital Sarkar Lane, within the limits of Serampore Municipality, and **Secondly All That** piece and parcel of Bastu land admeasuring 12 Chittacks 22 square feet more or less Together with the right to use the common passage and other easement rights, lying situate at L.R.Dag No.11108 corresponding to R.S.Dag No.3625 recorded in L.R.Khatian No.2739 (in the name of Tejbahadur Singh) corresponding to R.S.Khatian No.2963 in Mouza-Mahesh, J.L.No.15, Touzi No.3876 under Police Station Sreerampore in the District of Hooghly, comprised in Holding No.9/M, Bosepara Lane, within the limits of Serampore Municipality.



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SECOND SCHEDULE
(Devolution of Title)

I. Title in Respect of First Property

- A. By a Deed of Gift (in Bengali) dated 12th September, 1979 corresponding to 26th Bhadra 1386 made between Ram Gobinda Ray as the Donor and Smt. Lachia Devi as the Donne, registered in the office of Sub-Registrar, Shreerampur Hooghly in Book No.1 Volume No.54 Pages from 195 to 198 Being No.3310 for the year 1979, the said Ram Gobindo Ray out of his natural love and affection, made a gift to his niece (brother's daughter), Smt. Lachia Devi **All That** piece and parcel of Bastu land admeasuring 2 Cottahs 1 Chittack more or less Together with structure built thereon with the right to use the passage and other easement rights, lying situate at Dag No.3649 recorded in Khatian No.489 in Mouza-Mahesh, J.L. No.15, under Police Station Sreerampore in the District of Hooghly, comprised in Holding No.13, Sital Sarkar Lane, within the limits of Serampore Municipality, absolute and forever.
- B. By a Saaf Bikray Kobala (in Bengali) dated 17th June, 1981, corresponding to 2nd Ashar 1388 made between Raji Nandan Ray as the Vendor and Smt. Lachia Devi as the Purchaser and registered in the office of Sub-Registrar, Shreerampur, Hooghly in Book No.1 Volume No.55, Pages from 290 to 293, Being No.3032 for year 1981, the said Raji Nandan Ray for the consideration therein mentioned sold, transferred and conveyed and the said Smt. Lachia Devi **ALL THAT** piece and parcel of Bastu land admeasuring 2 Cottahs 1 Chittack more or less Together with structure built thereon with the right to use the passage and other easement rights, lying situate at Dag No.3649 recorded in Khatian No.419 in Mouza-Mahesh, J.L.No.15, Touzi No.3876 under Police Station Sreerampore in the District of Hooghly, comprised in Holding No.13, Sital Sarkar Lane, within the limits of Serampore Municipality, absolute and forever.
- C. In the event aforesaid, the said Smt. Lachia Devi became seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner of **ALL THAT** pieces and parcels of Bastu land admeasuring 4 Cottahs 2 Chittack more or less Together with structure built thereon with the right to use the passage and other easement rights, lying situate at Dag No.3649 under Khatian Nos.419 & 489 in Mouza-Mahesh, J.L. No.15, under Police Station Sreerampore in the District of Hooghly, comprised in Holding No.13, Sital Sarkar Lane, within the limits of Serampore Municipality (hereinbefore for the sake of brevity referred to as "the **said land**"), absolute and forever.

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- D. The said Smt. Lachia Devi had got her name mutated in the records of rights in the office of BL & LRO, Serampore, in respect of the said land under L.R. Khatian No.6892.
- E. The said Smt. Lachia Devi had also got her name mutated in respect of the said land in the records of Serampore Municipality and had been paid municipal tax for the said land.
- F. In the event aforesaid, the said Smt. Lachia Devi became seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner of **All That** pieces and parcels of Bastu land admeasuring 4 Cottahs 2 Chittack more or less Together with structure built thereon with the right to use the passage and other easement rights, lying situate at L.R. Dag No.11144 corresponding to Dag No.3649 under L.R. Khatian No.6892 (in the name of Smt. Lachia Devi) corresponding to Khatian Nos.419 & 489 in Mouza-Mahesh, J.L. No.15, under Police Station Sreerampore in the District of Hooghly, comprised in Holding No.13, Sital Sarkar Lane, within the limits of Serampore Municipality (hereinbefore for the sake of brevity referred to as "the **said First Property**"), absolutely and forever.
- G. The said Smt. Lachia Devi, a Hindu, died intestate on 15th January 2009 leaving behind her four sons namely, Tejbahadur Singh, Keshaw Singh, Shyam Sundar Singh, and Arvind Singh, and her four daughters namely Smt. Vidya Devi Singh, Smt. Kaushalya Singh, Smt.Usha Singh, and Smt. Siddhi Singh Alias Smt. Champa Singh as her heirs heiresses and legal representatives in respect of the said First Property. Suraj Bali Singh, the husband of the said Smt. Lachia Devi had predeceased her on 7th February 1996.
- H. In the event aforesaid, the said Tejbahadur Singh, Keshaw Singh, Shyam Sundar Singh, Arvind Singh, Smt. Vidya Devi Singh, Smt. Kaushalya Singh, Smt. Usha Singh and Smt. Siddhi Singh Alias Smt. Champa Singh became seized and possessed of and/or otherwise well and sufficiently entitled as the joint and absolute owners of All that the said First Property, absolutely and forever.
- I. By an Indenture of Conveyance dated the 18th January, 2017, made between the said Tejbahadur Singh, Keshaw Singh, Shyam Sundar Singh, Arvind Singh, Smt. Vidya Devi Singh, Smt. Kaushalya Singh, Smt. Usha Singh and Smt. Siddhi Singh Alias Smt. Champa Singh as the Vendors of one part and the Land Owner herein, Sukhjit Commosales Private Limited, therein referred to as the Purchaser of the Other part and registered in the office of ARA-III, Kolkata in Book No.I, Volume No.1903-2017, Pages 3668 to 3718, Being No.190300097 for the year 2017, the said Tejbahadur Singh, Keshaw Singh, Shyam Sundar Singh, Arvind Singh, Smt. Vidya Devi Singh, Smt. Kaushalya Singh, Smt.



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Usha Singh and Smt. Siddhi Singh Alias Smt. Champa Singh for the consideration therein mentioned granted, sold, conveyed and transferred unto and in favour of the Land Owner herein **All That** pieces and parcels of Bastu land admeasuring 4 Cottahs 2 Chittack more or less Together with structure built thereon with the right to use the passage and other easement rights, lying situate at L.R. Dag No.11144 corresponding to Dag No.3649 under L.R. Khatian No.6892 (in the name of Smt. Lachia Devi) corresponding to Khatian Nos.419 & 489 in Mouza-Mahesh, J.L. No.15, under Police Station Sreerampore in the District of Hooghly, comprised in Holding No.13, Sital Sarkar Lane, within the limits of Serampore Municipality (hereinbefore referred to as "the **said First Property**"), absolutely and forever.

II. Title in respect of Second Property

- A. By a Saaf Bikray Kobala (in Bengali) dated 10th August 1982, made between Bathgate and Company Limited as the Vendor and Tejbahadur Singh as the Purchaser and registered in the office of Sub-Registrar, Shreerampur, Hooghly in Book No.1 Volume No.95, Pages from 133 to 139, Being No.4494 for year 1982, the said Bathgate & Company Limited for the consideration therein mentioned sold, transferred and conveyed and the said Tejbahadur Singh **ALL THAT** piece and parcel of Danga land admeasuring 12 Chittacks 22 square feet more or less Together with the right to use the common passage and other easement rights, lying situate at Dag No.3625 recorded in Khatian No.2963 in Mouza-Mahesh, J.L.No.15, Touzi No.3876 under Police Station Sreerampore in the District of Hooghly, within the limits of Serampore Municipality, absolute and forever.
- B. By a Saaf Bikray Kobala (in Bengali) dated 22nd February 2016 corresponding to 9th Falgun 1422, made between Tejbahadur Singh as the Vendor and Gobinda Chakraborty as the Purchaser and registered in the office of the Additional District Sub-Registrar, Shreerampur, Hooghly in Book No.1 Volume No.0605-2016, Pages from 16202 to 16216, Being No.060500707 for year 2016, the said Tejbahadur Singh for the consideration therein mentioned sold, transferred and conveyed and the said Gobinda Chakraborty **ALL THAT** piece and parcel of Danga land admeasuring 12 Chittacks 22 square feet more or less with 100 Structure (Tile Shed) and Together with the right to use the common passage and other easement rights, lying situate at L.R.Dag No.11108 corresponding to R.S.Dag No.3625 recorded in L.R.Khatian No.2739 corresponding to R.S.Khatian No.2963 in Mouza-Mahesh, J.L.No.15, Touzi No.3876 under Police Station Sreerampore in the District of Hooghly, comprised in Holding No.9/M, Bosepara Lane, within the limits of Serampore Municipality (hereinafter referred to as "the **said Second Property**"), absolute and forever.

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20 APR 2017

- C. By an Indenture of Conveyance dated the 13th January, 2017, made between the said Gobinda Chakraborty as the Vendor of One part and the Land Owner herein, Sukhjit Commosales Private Limited, therein referred to as the Purchaser of the Other part and registered in the office of ARA-III, Kolkata in Book No.I, Volume No.1903-2017, Pages 1980 to 2010, Being No.190300056 for the year 2017, the said Gobinda Chakraborty for the consideration therein mentioned granted, sold, conveyed and transferred unto and in favour of the Land Owner herein **All That** piece and parcel of Bastu land admeasuring 12 Chittacks 22 square feet more or less Together with the right to use the common passage and other easement rights, lying situate at L.R.Dag No.11108 corresponding to R.S.Dag No.3625 recorded in L.R.Khatian No.2739 (in the name of Tejbahadur Singh) corresponding to R.S.Khatian No.2963 in Mouza-Mahesh, J.L.No.15, Touzi No.3876 under Police Station Sreerampore in the District of Hooghly, comprised in Holding No.9/M, Bosepara Lane, within the limits of Serampore Municipality, Ward No.12 (hereinbefore referred to as "the **said Second Property**"), absolutely and forever.

- III. In the event aforesaid, the said Land Owner herein, Sukhjit Commosales Private Limited is seized and possessed of and/or otherwise well and sufficiently entitled as the absolute owner of **Firstly All That** the pieces and parcels of Bastu land admeasuring 4 Cottahs 2 Chittack more or less Together with structure built thereon with the right to use the passage and other easement rights, lying situate at L.R. Dag No.11144 corresponding to Dag No.3649 under L.R. Khatian No.6892 (in the name of Smt. Lachia Devi) corresponding to Khatian Nos.419 & 489 in Mouza-Mahesh, J.L. No.15, under Police Station Sreerampore in the District of Hooghly, comprised in Holding No.13, Sital Sarkar Lane, within the limits of Serampore Municipality, and **Secondly All That** piece and parcel of Bastu land admeasuring 12 Chittacks 22 square feet more or less Together with the right to use the common passage and other easement rights, lying situate at L.R.Dag No.11108 corresponding to R.S.Dag No.3625 recorded in L.R.Khatian No.2739 (in the name of Tejbahadur Singh) corresponding to R.S.Khatian No.2963 in Mouza-Mahesh, J.L.No.15, Touzi No.3876 under Police Station Sreerampore in the District of Hooghly, comprised in Holding No.9/M, Bosepara Lane, within the limits of Serampore Municipality, Ward No.12, absolutely and forever.

J

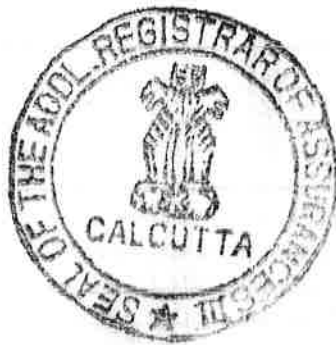
A

Sukhjit

Sreerampore

O. A.

92



Additional Registrar of Assurances - III
Kolkata

20 APR 2017

[Faint, illegible text]

35. Execution and Delivery:

35.1 **In Witness Whereof** the Parties have executed this Agreement on the date mentioned above.

SUKHJI. ()
Suresh Kumar G...
Director

SUKHJIT COMMOSAL... LTD.

A.P. V...
Director

Land Owner

ALCOVE DEVELOPERS LLP
DESIGNATED PARTNER
Developer

Uman Parash
Kayan

Gyan Sarda
Land Owner's Guarantors

A. S...
Developer's Guarantors

Witnesses:

Signature Puspa Leishra
Name Puspa Leishra, Adv
Father's Name Late J.N. Tiwari
Address 60/2, P.B. Road
1001-41

Signature Sushil Poddar
Name SUSHIL PODDAR
Father's Name Late B.N. Poddar
Address 21, Camax Street
Calcutta 700016

Drafted by me
Anpita Mallik (WB/65/2008)
Adv
High Court, Calcutta

THE CHIEF OFFICER,



Additional Registrar of Assurance, M
Kolkata

20 APR 2017

MEMO OF PAYMENT

R E C E I V E D from the withinnamed Developer the withinmentioned sum of **INR 5,00,000/= (Rupees Five Lac) only** in terms of **Clause 12.4** of this Agreement under these presents by various cheques as follows:

D.D. Date	D.D. No.	Bank	Payee	D.D. Amt. (INR)	TDS u/s. 194-IA (INR)
25.01.2017	019013033560	YES Bank, Kolkata:	Sukhjit Commosales Pvt. Ltd.	4,95,000/-	5,000/-

SUKHJIT COMMOSALFS PVT. LTD.,

Suresh Kumar Chandra

Director

Witnesses:

P. S. R. Reddy
Adv

60/2, A B. Road

Kol - 41

Sun Boddar

SUKHJIT COMMOSALFS PVT. LTD.,

R. P. V. Sharma

Director



Adul Registrar of Assurance - Kolkata

20 APR 2017



Government of West Bengal

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

OFFICE OF THE A.R.A. - III KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19030000506714/2017

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr UTSAV PAREKH 2/3, Sarat Bose Road, P.O:- Elgin Road, P.S:- Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN - 700020	Land Lord		 e-1525	 20/4/17
2	Mr GHANSHYAM SARDA 14/1, Judges Court Road, P.O:- Alipore, P.S:- Alipore, District:-South 24- Parganas, West Bengal, India, PIN - 700027	Land Lord		 e-1532	 20/4/17
3	Mr AJAY KAYAN 9/2, Hungerford Street, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700017	Land Lord		 e-1528	 20/4/17






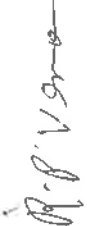



Registrar of Assurances
Kolkata

20 April 2017

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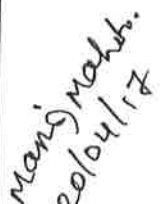
I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Mr AMAR NATH SHROFF 68/2, Harish Mukherjee Road, P.O:- Bhawanipore, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700025	Developer		 C-1524	 20/4/17 Representative
5	Mr RAMU PRASAD VERMA 5, Gorky Terrace, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700017	Representative of Land Lord [SUKHJIT COMMOS ALES PRIVATE LIMITED]		 C-1527	 20-4-17
6	Mr SURESH KUMAR GINORIA 274, Rabindra Sarani, P.O:- Burrabazar, P.S:- Burrobar, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700007	Representative of Land Lord [SUKHJIT COMMOS ALES PRIVATE LIMITED]		 C-1526	 20/04/2017 Suresh Kumar Ginoria


Kolkata

20 APR 2017

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
7	Mr AJAY KUMAR SHROFF 68/2, Harish Mukherjee Road, P.O:- Bhawanipore, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700025	Representative of Developer [ALCOVE DEVELOPERS LLP]		C-1530 	 20/4/2017
SI No.	Name and Address of identifier	Identifier of		Signature with date	
1	Mr MANOJ MAHATO Son of Late N Mahato 7B, K.S. Roy Road, P.O:- GPO, P.S:- Hare Street, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700001	Mr UTSAV PAREKH, Mr GHANSHYAM SARDA, Mr AJAY KAYAN, Mr AMAR NATH SHROFF, Mr RAMU PRASAD VERMA, Mr SURESH KUMAR GINORIA, Mr AJAY KUMAR SHROFF		 Manoj Mahato 20/04/17	

(Malay Kanti Das)

ADDITIONAL REGISTRAR
OF ASSURANCE

OFFICE OF THE A.R.A. -
III KOLKATA

Kolkata, West Bengal


Additional Registrar of Assurance
Kolkata

20 Apr 2017

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

GRN: 19-201718-000461710-1

Payment Mode

Online Payment

GRN Date: 20/04/2017 14:00:25

Bank : Indian Overseas Bank

BRN : 201704200772926

BRN Date: 20/04/2017 14:01:41

DEPOSITOR'S DETAILS

Id No. : 19030000506714/1/2017

[Query No./Query Year]

Name : ALCOVE DEVELOPERS LLP

Contact No. : 39842168

Mobile No. : +91 9830483254

E-mail : rajeev@alcoverealty.in

Address : 68/2, HARISH MUKHERJEE ROAD, KOLKATA - 700025.

Applicant Name : Org ALCOVE DEVELOPERS LLP

Office Name :

Office Address :

Status of Depositor : Buyer/Claimants

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	19030000506714/1/2017	Property Registration- Registration Fees	0030-03-104-001-16	5594
2	19030000506714/1/2017	Property Registration- Stamp duty	0030-02-103-003-02	5021

In Words : Rupees Ten Thousand Six Hundred Fifteen only

Total

10615

SCPL

परीक्षण / OBSERVATION

परीक्षण / MISCELLANEOUS SERVICE

पिता / पिता, पिता अथवा पिता के नाम / Name of Father / Legal Guardian

GAURI SHANKAR KAYAN

माता / माता / Name of Mother

GAYATRI DEVI KAYAN

पत्नी / पत्नी / Name of Spouse

LALITA DEVI KAYAN

पता / Address

9/2 HUNGER FORD STREET

CIRCUS AVENUE, KOLKATA

PIN: 700017, WEST BENGAL, INDIA

प्राचीन पहचान संख्या / Old Passport No. with Date and Place of Issue

J2637915

27/08/2010

KOLKATA

पहचान संख्या / ID No.

CA2078687098115



Z3360830

Kayan

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• • • • • OBSERVATION / ॐ॒॒॒॒॒॒॒

ॐ॒॒॒॒॒॒॒ MISCELLANEOUS SERVICE



ॐ॒॒॒॒॒॒॒ Name of Father / Legal Guardian
SHIWLALJI SARDA

ॐ॒॒॒॒॒॒॒ Name of Mother
CHANDRA KALA DEVI SARDA

ॐ॒॒॒॒॒॒॒ Name of Child
NEETA SARDA

ॐ॒॒॒॒॒॒॒ Address
14/1

JUDGES COURT ROAD, KOLKATA

PIN: 700027, WEST BENGAL, INDIA

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H0751534 29/09/2008 KOLKATA

ॐ॒॒॒॒॒॒॒ ॐ॒॒॒॒॒॒॒
CAL071065163913

आयकर विभाग
INCOME TAX DEPARTMENT



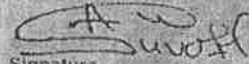
भारत सरकार
GOVT. OF INDIA

AMAR NATH SHROFF

HANUMAN PRASAD SHROFF

11/08/1943
Permanent Account Number

AMQPS2466J


Signature

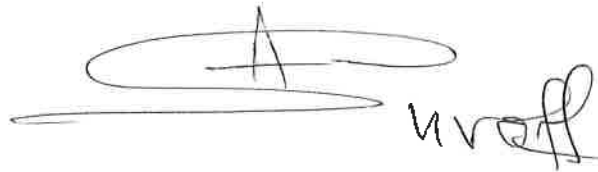


इस कार्ड के खोने / पाने पर कृपया सूचित करें। सौदाग
आयकर पैन सेवा इकाई, एन एस डी एल
5 वीं मंजिल, मन्त्री स्टर्लिंग, प्लॉट नं. 341, सर्वे नं. 997/8,
मॉडल कॉलोनी, दीप बंगला चौक के पास,
पुणे - 411 016.

*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



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SUKHJIT COMMOSALES PRIVATE
LIMITED



16/02/2011

Permanent Account Number

AAPCS4563E

16032011

SUKHJIT COMMOSALES PVT. LTD. SUKHJIT COMMOSALES PVT. LTD.

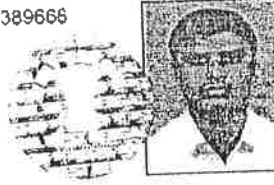
Sukhjit Kumar Chinnani
Director

A.P. V...
Director



ভারতের নির্বাচন কমিশন
পরিচয় পত্র
ELECTION COMMISSION OF INDIA
IDENTITY CARD

WKJ2389666



নির্বাচকের নাম : মনোজ মাহাতো
Elector's Name : Manoj Mahato
পিতার নাম : নাথুনী মাহাতো
Father's Name : Nathuni Mahato
লিঙ্গ/Sex : পু/ M
জন্ম তারিখ
Date of Birth : 19/12/1985

Manoj Mahato

WKJ2389666

ঠিকানা
7B, কিরণ শঙ্কর রায় রোড, কোলকাতা মিউনিসিপাল
কর্পোরেশন, হেয়ার স্ট্রিট, কলকাতা-700001

Address:
7B, KIRON SHANKAR ROY ROAD,
KOLKATA MUNICIPAL CORPORATION,
HARE STREET, KOLKATA-700001

Date: 29/11/2013

162-চৌরঙ্গী নির্বাচন কেন্দ্রের নির্বাচন নিবন্ধন আধিকারিকের
স্বাক্ষরের অনুকৃতি

Facsimile Signature of the Electoral
Registration Officer for
162-Chowangee Constituency

ঠিকানা পরিবর্তন হলে সফল ঠিকানায় যেতেই নির্বাচন সবে শেষ হওয়া এবং
নামের নতুন সঠিক পরিচয়পত্র প্রাপ্ত হওয়া লক্ষ্য রাখি। তবে এই
পরিচয়পত্রের ব্যবহারি ইচ্ছা রাখুন।
In case of change in address mention this Card No.
in the relevant Form for including your name in the
roll at the changed address and to obtain the card
with same number

03/10/6



ELECTION COMMISSION OF INDIA

ভারতের নির্বাচন কমিশন

IDENTITY CARD
পরিচয় পত্র


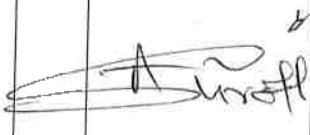























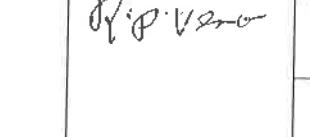




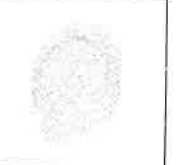





WB / 21 / 143 / 282414



Elector's Name নির্বাচকের নাম	Ginoria Suresh Kr. গিনোরিয়া সুরেশ কুমার
Father/Mother/ Husband's Name পিতা/মাতা/স্বামীর নাম	Harikishan হরিকিশান
Sex লিঙ্গ	M পুং
Age as on 1.1.1995 ১১.১১.৯৫-এ বয়স	30 ৩০

Suresh Kumar Ginoria
Suresh Kumar Ginoria















Address	274 3rd Fl. Rabindra Sarani, Calcutta.
ঠিকানা	২৭৪ চতুর্থ তল রবীন্দ্র সরণী, কলিকাতা ।
Facsimile Signature Electoral Registration Officer নির্বাচক-নিবন্ধন অধিকারিক	
For 143 Jorasanko ১৪৩ -জোড়াসাঁকো	Assembly Constituency বিধানসভা নির্বাচন কেন্দ্র
Place	Calcutta
স্থান	কলিকাতা
Date	08.04.95
তারিখ	০৬.০৪.৯৫

Sl. No.	Signature of the executants / and/or					
						
		Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little
						
		Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little
						
		Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little



Additional Registrar of Assurances - III
Kolkata


































20 APR 2017

Sl. No.	Signature of the executants / and/or Purchaser					
	 					
		Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
						
		Thumb	Fore	Middle (Right	Ring Hand)	Little
		Little	Ring	Middle (Left	Fore Hand)	Thumb
						
		Thumb	Fore	Middle (Right	Ring Hand)	Little
		Little	Ring	Middle (Left	Fore Hand)	Thumb
						
		Thumb	Fore	Middle (Right	Ring Hand)	Little




Additional Registrar of Assurance - III
Kolkata

20 APR 2017

Sl. No.	Signature of the executants / and/or Purchaser					
						
		Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little
	 <i>Ujjwal Pareek</i>					
		Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little
	 <i>Ujjwal Pareek</i> <i>20/4/17</i>					
		Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little



Additional Registrar of Assurance - 
Kolkata

20 APR 2017

Major Information of the Deed

Deed No :	I-1903-00839/2017	Date of Registration	22/04/2017
Query No / Year	1903-0000506714/2017	Office where deed is registered	
Query Date	17/04/2017 3:44:17 PM	A.R.A. - III KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	ALCOVE DEVELOPERS LLP Thana : Kalighat, District : South 24-Parganas, WEST BENGAL, Mobile No. : 9830483254, Status :Buyer/Claimant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 19,62,220/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 5,121/- (Article:48(g))	Rs. 5,594/- (Article:E, E, B, M(a), M(b), I)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Hooghly, P.S:- Serampur, Municipality: SERAMPORE, Road: Sitalatala Rd., Mouza: Mahesh

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-3649	RS-419	Bastu	Bastu	4 Katha 2 Chatak	1/-	16,49,998/-	Property is on Road

District: Hooghly, P.S:- Serampur, Municipality: SERAMPORE, Road: Bose Para Lane, Mouza: Mahesh

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L2	RS-3625	RS-2963	Bastu	Bastu	12 Chatak 22 Sq Ft	1/-	3,12,222/-	Property is on Road
Grand Total :					8.0942Dec	2 /-	19,62,220 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	SUKHJIT COMMOALES PRIVATE LIMITED (Private Limited Company) 5, Gorky Terrace, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017 PAN No.:AAPCS4563Status :Organization, Executed by: Representative
2	Mr UTSAV PAREKH Son of Late Narottamdas Parekh 2/3, Sarat Bose Road, P.O:- Elgin Road, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:AGHPP4467HStatus :Confirming Party, Executed by: Self, Date of Execution: 25/01/2017 , Admitted by: Self, Date of Admission: 20/04/2017 ,Place : Pvt. Residence
3	Mr GHANSHYAM SARDA Son of Late Shiw Lal Sarada 14/1, Judges Court Road, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:ALWPS8224PStatus :Confirming Party, Executed by: Self, Date of Execution: 25/01/2017 , Admitted by: Self, Date of Admission: 20/04/2017 ,Place : Pvt. Residence
4	Mr AJAY KAYAN Son of Late Gauri Shankar Kayan 9/2, Hungerford Street, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:AGGPK0892GStatus :Individual, Executed by: Self, Date of Execution: 25/01/2017 , Admitted by: Self, Date of Admission: 20/04/2017 ,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	ALCOVE DEVELOPERS LLP 68/2, Harish Mukherjee Road, P.O:- Bhawanipore, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700025 PAN No.:AAZFA6468M Status :Organization
2	Mr AMAR NATH SHROFF (Presentant) Son of Late H P Shroff 68/2, Harish Mukherjee Road, P.O:- Bhawanipore, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700025 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:AMQPS2466J Status :Confirming Party

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr RAMU PRASAD VERMA Son of Late Jahlu Mahato Mahato 5, Gorky Terrace, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:AOMPV6190A Status : Representative, Representative of : SUKHJIT COMMOSALES PRIVATE LIMITED (as Director)
2	Mr SURESH KUMAR GINORIA Son of Mr Hari Kishan Ginoria 274, Rabindra Sarani, P.O:- Burrabazar, P.S:- Burrobazar, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700007, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:ADPPG7337J Status : Representative, Representative of : SUKHJIT COMMOSALES PRIVATE LIMITED (as Director)
3	Mr AJAY KUMAR SHROFF Son of Mr Amar Nath Shroff 68/2, Harish Mukherjee Road, P.O:- Bhawanipore, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700025, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:AIMPS9017P Status : Representative, Representative of : ALCOVE DEVELOPERS LLP (as Designated Partner)

Identifier Details :

Name & address	
Mr MANOJ MAHATO Son of Late N Mahato 7B, K.S. Roy Road, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Identifier Of Mr UTSAV PAREKH, Mr GHANSHYAM SARDA, Mr AJAY KAYAN, Mr AMAR NATH SHROFF, Mr RAMU PRASAD VERMA, Mr SURESH KUMAR GINORIA, Mr AJAY KUMAR SHROFF	

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	SUKHJIT COMMOSALES PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-3.40313 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-3.40313 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	SUKHJIT COMMOSALES PRIVATE LIMITED	ALCOVE DEVELOPERS LLP-0.643958 Dec
2	Mr AJAY KAYAN	ALCOVE DEVELOPERS LLP-0.643958 Dec

Endorsement For Deed Number : I - 190300839 / 2017

On 20-04-2017

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

Presented for registration at 21:15 hrs on 20-04-2017, at the Private residence by Mr AMAR NATH SHROFF , one of the Claimants.

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 19,62,220/-

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

Execution is admitted on 20/04/2017 by 1. Mr UTSAV PAREKH, Son of Late Narottamdas Parekh, 2/3, Sarat Bose Road, P.O: Elgin Road, Thana: Bhawanipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700020, by caste Hindu, by Profession Business, 2. Mr GHANSHYAM SARDA, Son of Late Shiw Lal Sarada, 14/1, Judges Court Road, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by Profession Business, 3. Mr AJAY KAYAN, Son of Late Gauri Shankar Kayan, 9/2, Hungerford Street, P.O: Shakespeare Sarani, Thana: Shakespeare Sarani, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700017, by caste Hindu, by Profession Business, 4. Mr AMAR NATH SHROFF, Son of Late H P Shroff, 68/2, Harish Mukherjee Road, P.O: Bhawanipore, Thana: Kalighat, , South 24-Parganas, WEST BENGAL, India, PIN - 700025, by caste Hindu, by Profession Business

Indetified by Mr MANOJ MAHATO, , , Son of Late N Mahato, 7B, K.S. Roy Road, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

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

Execution is admitted on 20-04-2017 by Mr AJAY KUMAR SHROFF, Designated Partner, ALCOVE DEVELOPERS LLP, 68/2, Harish Mukherjee Road, P.O:- Bhawanipore, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700025

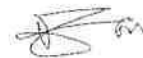
Indetified by Mr MANOJ MAHATO, , , Son of Late N Mahato, 7B, K.S. Roy Road, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Execution is admitted on 20-04-2017 by Mr RAMU PRASAD VERMA, Director, SUKHJIT COMMOSALES PRIVATE LIMITED (Private Limited Company), 5, Gorky Terrace, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017

Indetified by Mr MANOJ MAHATO, , , Son of Late N Mahato, 7B, K.S. Roy Road, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Execution is admitted on 20-04-2017 by Mr SURESH KUMAR GINORIA, Director, SUKHJIT COMMOSALES PRIVATE LIMITED (Private Limited Company), 5, Gorky Terrace, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017

Indetified by Mr MANOJ MAHATO, , , Son of Late N Mahato, 7B, K.S. Roy Road, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service



Malay Kanti Das
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
Kolkata, West Bengal

On 22-04-2017

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 5,594/- (B = Rs 5,489/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 5,594/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 20/04/2017 2:01PM with Govt. Ref. No: 192017180004617101 on 20-04-2017, Amount Rs: 5,594/-, Bank: Indian Overseas Bank (IOBA0000015), Ref. No. 201704200772926 on 20-04-2017, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 5,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 145083, Amount: Rs.100/-, Date of Purchase: 25/01/2017, Vendor name: Suranjan Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 20/04/2017 2:01PM with Govt. Ref. No: 192017180004617101 on 20-04-2017, Amount Rs: 5,021/-, Bank: Indian Overseas Bank (IOBA0000015), Ref. No. 201704200772926 on 20-04-2017, Head of Account 0030-02-103-003-02



Malay Kanti Das
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1903-2017, Page from 27239 to 27310

being No 190300839 for the year 2017.



Digitally signed by MALAY KANTI DAS
Date: 2017.04.24 18:02:15 +05:30
Reason: Digital Signing of Deed.

(Malay Kanti Das) 24/04/2017 18:02:14
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
West Bengal.

(This document is digitally signed.)