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পশ্চিমবঙ্গ পঞ্জিয়ন বেঙ্গাল WEST BENGAL
D.N.O. 99605/2020
M.W.L.S.

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25 JAN 2020

THIS AGREEMENT made this 21st day of January in the year Two Thousand and Twenty.

BETWEEN

(1) SUGAM GHRIHA NIRMAAN LIMITED, a company governed by the Companies Act, 2013, having its UIN U70105WB1989PLC043956 and having PAN AACCN354N and having its Registered Office at 2/5, Sagar Bazar Road, Unit - 1F, P.S. Ballygunge, P.O. Elph. Road,

Ashokanayak

b/s

Prajya

Surjendu Samanta
Sri Sahadeo Bhattacharya
Dr. Purnapurna Dasgupta
Dr. Chittaranjan Das
Dr. G. C. Ghoshal
Dr. B. N. Ganguli
Dr. S. K. Ghosh
Dr. D. K. Ghosh
Dr. S. K. Ghosh
Dr. S. K. Ghosh



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Kolkata - 700 020, represented by its Director **MR. ARVIND KUMAR SARAF**, son of Late Santosh Kumar Saraf, a Hindu Businessman, having PAN AJQPS0821C and having his place of business at 2/5, Sarat Bose Road, Unit - 1F, P.S. Ballygunge, P.O. Elgin Road, Kolkata - 700 020 AND (2) **ERODR MERCHANTS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its CIN U69120WB1995PLC073778 and having PAN AAACB5313F, and having its registered office at 2/5, Sarat Bose Road, Unit - 1F, P.S. Ballygunge, P.O. Elgin Road, Kolkata - 700 020 represented by its Director **MR. ARVIND KUMAR SARAF**, son of Late Santosh Kumar Saraf, a Hindu Businessman, having PAN AJQPS0821C and having his place of business at 2/5, Sarat Bose Road, Unit - 1F, P.S. Ballygunge, P.O. Elgin Road, Kolkata - 700 020 AND (3) **ALEXIA DEALERS PRIVATE LIMITED**, a Company Incorporated under the Companies Act, 1956, having its CIN U5 909WRB2008PTC126236 and having PAN AAHCA0633L, and having its registered office at 25, Sarat Bose Road, Unit - 1F, P.S. Ballygunge, P.O. Elgin Road, Kolkata - 700 020, represented by its Director **MR. ARVIND KUMAR SARAF**, son of Late Santosh Kumar Saraf, a Hindu Businessman, having PAN AJQPS0821C and having his place of business at 25, Sarat Bose Road, Unit - 1F, P.S. Ballygunge, P.O. Elgin Road, Kolkata - 700 020 AND (4) **ARYA PROJECTS LIMITED**, a Company incorporated under the Companies Act, 1956, having its CIN L72300WB1978PLC031444 and having PAN AACCA1732C, and having its registered office on the 2nd floor in the building known as "Commerce House" at 2, Ganesh Chandra Avenue, P.S. Bowbazar, P.O. Bowbazar, Kolkata - 700 013, represented by its Director **MR. PRANAY ARYA**, son of Mr. Ramesh Kumar Arya, a Hindu Businessman, having his PAN ADIBPA5728R and having his place of business at 2, Ganesh Chandra Avenue, 2nd Floor, Commerce House, P.S. Bowbazar, Kolkata - 700 013, all hereinafter jointly referred to as the "**OWNERS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors-in-interest and agents) of the **FIRST PART**;

AND

(2) **SUGAM SERENITY LLP** a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its LLP Identification No. AAC 7288 and having its PAN ACQPR2908H and its registered offices 2/5, Sarat Bose Road, 4E Floor, Unit - 4B, P.S. Ballygunge, P.O. Elgin Road, Kolkata - 700 020, represented by its Designated Partner **MR. ASHOK SARAF**, son of Late Santosh Kumar Saraf, a Hindu Businessman, having PAN AJQPS0820D and having his place of business at 2/5, Sarat Bose Road, 4th Floor, Unit - 4B, P.S. Ballygunge, P.O. Elgin Road, Kolkata - 700 020 and hereinafter referred to as the "**DEVELOPERS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest, agents and assigns) of the **SECOND PART**;

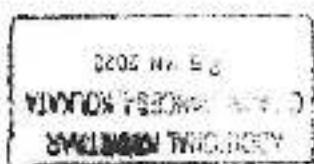
WHEREAS the said Owners are absolutely seized and possessed and/or otherwise well and sufficiently entitled to All Those lands containing an aggregate area of 178 K.C.tahs 0 Chatinck 9.32 ait be the same a little more or less and lying situated at Mouza Kusumba, P. S. Sonarpur in the District of 24 Parganas (South) and numbered as Pre. No. 1479 Kusumba, P.O. Narendrapur, under Ward No. 7 of the Rajpur- Sonarpur Municipality and more fully described in the First

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Schedule hereto written and herinafter called "the said Premises", vide sale deed(s) and other documents in the chain of title as mentioned in the FIFTH SCHEDULE hereto.

AND WHEREAS each of the said Owners is entitled to the following undivided Ownership share in the said premises :-

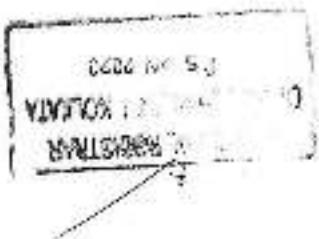
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|----|---------------------------|-----|
| a) | Sugam Griha Nirman Ltd. | 25% |
| b) | Erode Merchants Pvt. Ltd. | 25% |
| c) | Alexin Dealers Pvt. Ltd. | 25% |
| d) | Aranya Projects Ltd. | 25% |

AND WHEREAS the Owners after obtaining the necessary conversion of use of the said lands have applied for the sanction of the building plots by the Rajpur - Searpur Municipality (which plans are hereinafter referred to as "the said plots").

AND WHEREAS in view of the said premises being owned jointly by the said Owners all the Owners have jointly agreed to appoint a Developer to develop the said premises AND accordingly the said Owners have agreed to enter into an agreement with the said Developer for the development of the said premises, by the said Developer on the terms and conditions and considerations herein recorded.

AND WHEREAS the Owners have represented and assured the Developer as follows:-

- a) The Owners are the absolute Owners of the said premises and no other person has any right to claim concerning the said premises and/or any portion thereof.
- b) The Owners have a good and marketable title to said premises free from all encumbrances and charges created or suffered by the Owners and the said premises is also free from any Lepaudaik (any annual Land revenue is payable to the Government of West Bengal).
- c) The said Owners are fully entitled to enter into this agreement.
- d) That to the best of the knowledge of the Owners the said premises or any portion thereof (i) is not subject to any notice of acquisition or requisition or attachment and (ii) whatsoever.
- e) is not subject to any attachment/ restriction/ prohibition under the Income Tax Act or under the provisions of the Public Demand Recovery Act
- f) is not subject to any attachment or any process issued by any Court or Authority.
- g) That the Owners have neither entered into any agreement with any other person for the development or sale or transfer or alienation of the said premises nor created any third party rights of whatsoever nature in the said premises.
- h) No notice from any Government, Municipality or any other public body or authority or any notices under any law has been received or served upon the Owners in respect of the said premises or any part thereof, which restricts or may restrict the development of the said premises.



AND WHEREAS the said Developer has represented and informed the said Owners that it is engaged in the field of development of housing complexes and have sufficient knowledge and experience and the said Developer would arrange the necessary resources and finances as may be necessary for undertaking and completing the development of the said premises.

AND WHEREAS on the basis of the aforesaid respective representations and assurances of each other and each party, believing the said representations of the other to be true and current and acting on the faith thereof, both the parties have, for the mutual benefits, agreed to enter into this agreement for the development of the said premises AND the said Developer has agreed to develop the said premises and construct the buildings as per the said plans and complete the housing complex at the said premises (which development will include the construction and completion of several new multistoried buildings in accordance with the plans already sanctioned by the said Rajkrishnagar Municipality) and as per the agreed specifications for the consideration and on the terms and conditions hereinafter stated and with the following intents and afores:

- a) The said Owners, in view of permitting the said Developer to develop and construct the new buildings at the said premises at the costs and expenses of the said Developer, would therefore be entitled to 22% (Twenty two percent) of the Realizations in respect of the New Buildings and all Transferable Areas therein.
- b) In consideration of the said Developer incurring the costs necessary for the construction and completion of the entire development project the remaining 78% (seventy eight percent) of the Realizations in respect of the New Buildings and all Transferable Areas therein.
- c) Each party would have full and unencumbered right to receive and have absolutely its/their share of the Realizations in respect of the New Buildings and all Transferable Areas therein,
- d) Each party would join in all agreements/deeds/willings in respect of the constructed portions and will extend full co-operation and would act with harmony and promptitude and in good faith,

AND WHEREAS the parties have agreed to record the agreement arrangement and understanding between them in writing and to also record all the terms and conditions and consideration as agreed between them as hereinabove contained.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:-

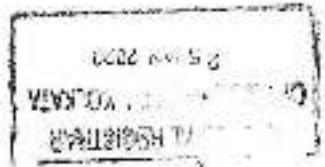
ARTICLE I - DEFINITIONS

1 Unless, in these presents, there is something in the subject or context inconsistent with, the following expressions shall have the following meanings:-

- a) **ARCHITECT** shall mean M/s Sheth represented by their partners Mr. Mukul Mitra and Mr. Saugata Mitra, having their office at 23/3A, Sealdah, Raja Bazar, Kolkata, West Bengal 700014. The term sheth also means any other firm or firms as may be appointed by the Developer from time to time.

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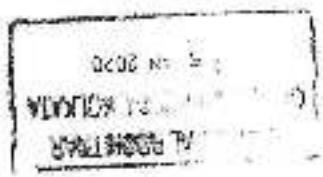
- b) **AGREED RATIO** shall mean the ratio of sharing or distribution of Realization between the Owners and the Developer which shall be 22% (twenty two percent) belonging to the Owners and 78% (seventy eight percent) belonging to the Developer;
- c) **OWNERS** shall mean the said (1) Suzuki Gicca Normaz Ltd. (2) Loods Merchants Pvt. Ltd; (3) Alexia Dealers Pvt. Ltd and (4) Arya Projects Ltd.
- d) **DEVELOPER** shall mean the said Sagarin Sareeniy LLP.
- e) **COMMON PARTS/ PORTIONS** shall mean the common parts, portions, facilities and amenities including the roof of the buildings, lifts, lift machine rooms, lift wells and lifts installations, generator, generator installations, pump, pump installations, tube wells and its installations, drains, sewers, boundary walls and electrical installations, main gates, security room, paths and passages, staircases and lobbies, sewage treatment plant and underground and overhead water reservoirs etc. in the new buildings and/or the Complex, as shall be provided and determined by the Developer for the beneficial enjoyment of the Purchasers of the residential flats/ascable spaces/ units as expressly provided hereinabove, excepting the areas earmarked for open / covered car parking spaces and the recreation centre. The purchasers of the flats and units will have the rights to enjoy the common portions as expressly stated in the **THIRD SCHEDULE** hereunder prior;
- f) **COMMON PURPOSE** shall mean and include the purpose of upkeep management, maintenance administration and protection of common portions and the purpose of regulating mutual rights and liabilities of the Co-owners of the respective flats, houses, bungalows, areas and all other purposes and matters in which the Owners of the respective flats, portions, sensible spaces shall have common interest relating to the said premises and the said new building to be constructed thereon;
- g) **COMPLETION OF CONSTRUCTIONS** in connection with any New Building shall mean that such New Building is constructed and for which part II Completion Certificate is issued by the Rajpur-Sonarpur Municipality;
- h) **EXTRAS AND DEPOSITS** shall mean the amounts mentioned in the **FOURTH SCHEDULE** hereto subject to any variations as per Clause 10.7 hereof;
- i) **PLANS** shall mean the plans, elevations, designs, drawings, specifications of the new buildings intended to be constructed at the land of the said premises as may be sanctioned by the local municipality after pre-approved by the Owners and shall include all modifications, variations and alterations made thereto from time to time in accordance with the provisions of law;
- j) **PREMISES** shall mean the said Holding No. 1479, Kusumba P.O. Narendrapur, P.S. Sonarpur, Under Ward No. 7 of the Rajpur-Sonarpur Municipality containing an area of 178 Kuitahs 0 Chittack 9.52 sq. ft (equivalent to 294 Decimals) TOGETHER with the existing

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structures thereof or on part thereof and more fully described in the FIRST SCHEDULE hereunder written.

b) **OWNER'S SHARE OF REALISATION** shall mean the 22% (twenty two percent) of the Realisations in respect of the New Buildings and all Transferable Areas herein.

b) **DEVELOPERS SHARE OF REALISATION** shall mean the remaining 78% (seventy eight percent) of the Realisations in respect of the New Buildings and all Transferable Areas herein.

c) **REALIZATION** shall mean the amounts that may, from time to time, be received against the Transfer of Units, Flats, Commercial Spaces and Parking Spaces and other Transferable Areas and/or in relation to such Transfer on any account other than Pass Through Charges and Fines and Deposits.

d) **PASS THROUGH CHARGES** shall mean the Goods and Service Tax or any substitutes, additions or alterations thereof and any other impositions, levies or taxes (other than Income Tax) on the Transfer in favour of the Transferee.

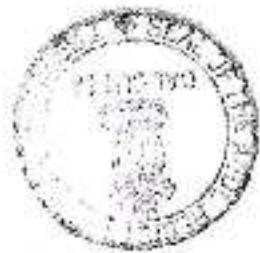
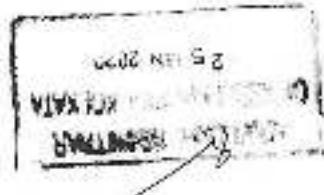
e) **PARKING SPACES** shall mean the open and covered car parking spaces and mechanical car parking spaces for parking of cars and/or two wheelers, as may be provided by the Developer at the New Buildings/the said premises.

f) **UNITS** shall mean the flats, apartments, commercial spaces and other spaces and / or portions of all kind of uses that shall be built and constructed by the Developer and capable of being used / owned/ possessed independently and shall include the constructed area capable of being independently and exclusively held, occupied and enjoyed and dealt with.

g) **HOLDING ORGANISATION** shall mean any Association, Syndicate, Committee or Limited Company or registered Co-operative Society that may be formed by the Developer with mutual agreement with the Owners for common purpose having such rules and regulations and guidelines for the user, enjoyment, management and administration, protection and preservation of the new buildings and the units / portions contained in the new buildings etc. as shall be deemed proper by the Developer.

h) **FORCE MAJEURE/UNAVOIDABLE DELAYS** shall mean and include delays, obstructions and interferences caused in carrying out the development work at the said premises and the completion of new building or buildings caused by:

- a. Fire or explosion.
- b. Earthquake and lightning.
- c. Accumulation of rain water or unforeseen weather conditions.
- d. Riots, civil disturbances, insurgency, enemy action or war.
- e. Temporary or permanent interruption in the supply of power to the project.
- f. Injunction or orders of Court or government bodies, the Rajpur Secunder Municipality, CMDA etc.
- g. Any other force majeure circumstances.



s) **SPECIFICATIONS** shall mean certain requirements w.r.t. regards the construction, sections, fittings, fixtures, installations etc., of the New Buildings as per particulars mentioned in the **SECOND SCHEDULE** hereto.

t) **PROPORTIONATE/PROPORTIONATELY** shall mean the proportion in which the super built up area of any units/spaces or other areas of any units/spaces or other areas of any unit shall bear to the total super built up area of all the flats, spaces, areas, portions for sale in the respective buildings provided that where it refers to the share of any taxes and taxes levied on the whole then the same shall be determined on the basis of such taxes, taxes and outgoing; as shall be levied and the basis may be either be the area, rental income or user.

u) **NEW BUILDING / BUILDINGS** shall mean the new buildings to be constructed on or on a portion of the said premises in accordance with the said plans got sanctioned by the Owners from the Rajpur- Sonarpur Municipality and containing self-contained independent residential flats and / or other saleable areas and car parking spaces (both covered and open).

v) **TRANSFER** with its grammatical variations shall include a transfer by delivery of possession and by any other means adopted for effecting what is understood as a transfer of space in multi-storey buildings; to purchasers thereof and will include the meaning of the said term as defined in the Income-Tax Act, 1961 and the Transfer of Property Act, 1882.

w) **TRANSFEREE** shall mean a person or persons in whom any space in the new building will be or has been agreed to be transferred.

x) **REAL ESTATE LAWS** shall mean the West Bengal Housing Industry Regulation Act, 2017 as amended from time to time and include the applicable rules, regulations and byelaws in respect thereto.

y) **SINGULAR NUMBER** shall include plural numbers and vice versa.

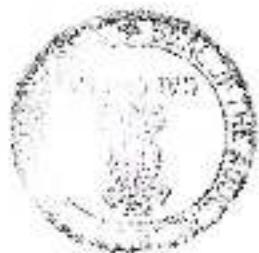
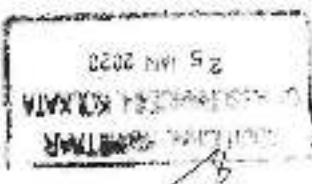
1.1 INTERPRETATION:

- Reference to any clause shall mean such clause of this Agreement and include any sub-clauses thereto. Reference to any Schedule shall mean such Schedule to this Agreement and include any parts of such Schedule.
- Headings, Clause Titles, Capitalized expressions and Bold expressions are given for convenience only.
- Words of any gender are deemed to include those of the other gender;
- Words using the singular or plural number also include the plural or singular number, respectively;

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- e) The terms "herein", "herself", "hereby", "herein" and derivative or similar words refer to this entire Agreement or specified Articles of this Agreement, as the case may be;
- f) Reference to the word "include" shall be construed without limitation;
- g) The Schedules/Annexure and recitals hereto shall constitute an integral part of this Agreement and any breach of the stipulations contained in the Schedule shall be deemed to be a breach of this Agreement;
- h) Where any notice, consent, approval, permission or certificate is required to be given by any party to this Agreement such notice, consent, approval, permission or certificate must, except where otherwise so expressly specified, be in writing.

ARTICLE-II- OWNERSHIP RIGHTS

2. The Developer doth hereby accept the Ownership rights of the Owners in the said premises and has understood the character nature and use of the lands comprised in the Said Premises.

ARTICLE-III- DEVELOPMENT

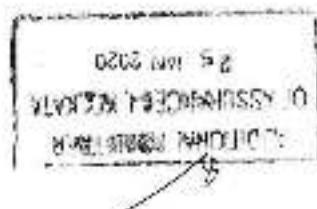
3. The said Owners/ Vendors do hereby grant (subject to what has been hereinabove provided) the exclusive right to the said Developer namely "SUGAM SERENITY LLP" to develop the said premises more fully described in the FIRST SCHEDULE hereunder written and commercially exploit the same by demolishing the existing old structures standing thereon or part thereof and constructing new building / buildings at the land of the said premises in accordance with the said sanctioned plan, and with such modifications and / or amendments (if the said plan) as may be got sanctioned by the Developer w/ its costs and resources at a later date and as may be agreed upon mutually by the parties hereto.

3.1 (a) The said Owners have assured the said Developer that the title / Ownership of Owners in the said premises is good and marketable and free from all encumbrances, charges, disputes, attachments, and lis pendens save and except the Facility / obligation of the payment of annual land revenue to the Govt. of West Bengal.

(b) The Owners agree and undertake to indemnify and keep the Developer indemnified against all third party claims, actions, demands, disputes whatsoever with regard to the title of the Owners in respect of the said premises.

(c) It is confirmed and recorded that the parties have also agreed and understand thus:-
(a) The building plan has been deposited by the Owners to the Rajpur- Sonarpur Municipality for sanction. The Developer shall pay the sanction fees and fees directly to the Rajpur Sonarpur Municipality.

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However, expenses incurred upto the date of these presents shall be to the account of the Owners. Further, the extra amount of expenses on account of the cost of land and the stamp duty and registration charges thereof shall be to the account of the Owners.

3.2 The said Developer doth agree to pay a total sum of Rs. 50,00,000/- (Rupees Fifty Lakh only) to the Owners as interest free refundable deposit for the right of development to the Developer on the terms and conditions contained in this agreement and to be observed and performed and for the consideration as expressly stated herein. The interest free deposit shall be refunded by the Owners to the Developer on completion of the project and the grant of the Completion Certificate.

3.3 The said Developer doth agree to make payment of the plan sanction fees and cess as may be required to be paid to the Rajpur- Sonarpur Municipality for the said premises.

3.4 The Developer shall develop the said land by demolishing the existing structures and constructing new buildings thereon at entire costs, risks and expenses of the Developer and the new buildings will be constructed in accordance with the said plans on the basis of the prevailing laws. All costs, fines and penalties for the Development and reconstruction and completion shall be borne and paid by the Developer. The Developer shall maintain the existing water body in T.R. Dug Nos. 1629 and 635.

3.5 The Developer shall be entitled to carry out at its costs and expenses all works necessary for the development of the said lands including laying of temporary and permanent drainage/sewage lines, cable/electric lines, and other utilities as shall and may be necessary to construct and complete the New Buildings.

3.6 The Owners hereby agree to provide all possible assistance and co-operation as may be required by the Developer from time to time to carry out the development of the said lands/ premises and the construction and completion of the New Buildings thereon. However the Owners shall not be liable to incur any financial obligations in that behalf.

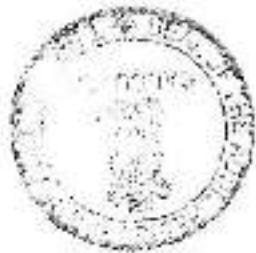
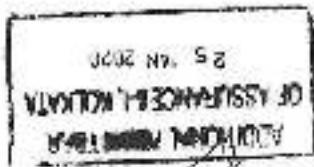
4.1 To the premises aforesaid:-

4.1.1 The Owners have agreed that the Developer shall have exclusive rights and authority to develop the new Buildings at the said Premises and to Transfer the Transferable Areas and administer the Common Purposes (upto a specified limit) and the Developer has agreed to accept the same; and

4.1.2 The Developer has agreed to carry out the planning and implementation of the New Buildings and to invest or cause investment of the costs and expenses required for the same and to carry out certain other acts, deeds and things pertaining to the New Buildings and to Transfer the Transferable Areas at the New Buildings; and to be entitled to the Developer's Share of Realization and other sums as herein-stated in consideration thereof; and

4.1.3 The Owners have agreed to Transfer to the Transferees, the proportionate undivided share in the land attributable to Units and other unstratified areas upon Completion of Construction

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therof and to carry out certain other acts, deeds and things pertaining to the land at the Said Premises; and (b) to be entitled to the Owners' Share of Realization in consideration thereof;

4.1.4 The Owners and the Developer have agreed to act on principal to principal basis in respect of the roles, rights and obligations:

4.2 In pursuance of this agreement, the Developer shall have the sole and exclusive rights, authorities and entitlements: (a) to develop and construct or cause to be developed and constructed the New Buildings at the Said Premises and (b) to Transfer the Transferrable Areas therein, (c) to administer the New Buildings in the manner and until the period as mutually contained herein, (d) to the Developer's Share of Realization, (e) entirety of the Extras and Deposits and (f) all other properties benefits and rights of the Developer hereunder or to which the Developer is entitled hereunder; And the Owners shall be entitled (a) to the Owners' Share of Realization and (b) all other properties benefits and rights of the Owners hereunder or to which the Owners are entitled hereunder; on and subject to the terms and conditions hereinafter contained.

5 LAND RELATED OBLIGATIONS:

5.1 In connection with the Said Premises, the Owners shall, at their own costs and expenses, comply with the following obligations:

5.1.1 **Title :** The Owners shall deal with, settle or otherwise clear any legitimate question or objection or claim of any person due to any reason whatsoever on the title of the Owners to the Said Premises. The Owners agrees to answer and comply with any reasonable requisitions on title that may be raised from time to time.

5.1.2 **Free from Encumbrances:** the Said Premises and each part thereof is free from Encumbrances created made done and suffered by the Owners and the Owners shall not hereafter, create any Encumbrance on the same.

5.1.3 **Mutation & Conversion:** The Owners shall continue to maintain proper mutation of their names in respect of the Said Premises and proper conversion of the same for basic and other purposes in the records of B.L. & L.R.O. In case the records of the B.L. & L.R.O. Municipality, or any other concerned authority require any correction or rectification or change, the Owners shall cause the same;

5.1.4 **Direct Access:** The Said Premises has and shall continue to have direct access from the abutting public roads.

5.1.5 **Clearances:** The Owners shall apply for any permissions and clearances in respect of the land as may be required in law to be obtained by the Owners.

5.1.6 **Taxes:** The Owners shall pay and clear upto the date of execution hereof the Land Revenue (Khasra) and Municipal Tax, if any outstanding;

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5.2 TIME AND COSTS AND EXPENSES FOR OBLIGATIONS OF OWNERS: The time for compliance of the several obligations of the Owners shall be within 90 (ninety) days from the date of being required to do so upon the situation for the same arising.

5.3 CO-OPERATION OF DEVELOPER: The Developer agrees to provide necessary co-operation to the Owners in carrying out the obligations of the Owners hereinabove mentioned.

5.4 TITLE DEEDS:

5.4.1 All original Title Deeds relating to the Said Premises exclusively shall be delivered by the Owners to the Developer simultaneously with the execution hereof.

5.4.2 The Developer shall be entitled from time to time and at all times to produce, give copies and extracts of and from the said original Title Deeds before government and semi-government bodies and authorities, municipal and local authorities, local authorities, statutory bodies, courts, tribunals, judicial and quasi-judicial forums, service providers, buyers/transferees in the New Buildings and financial institutions/banks/ NBFC's providing finance to the Developer and home loans to the buyers/transferees and other persons and authorities as may be required by the Developer.

5.4.3 The Developer may produce or deliver the original title deeds to the Appropriate Authorities or Financials providing loans or advances to the Developer pursuant to the rights and authorities of the Developer hereunder;

5.4.4 Upon Completion of Construction of the New Buildings and completion of Transfer of all the Units therein, the original Title Deeds shall be handed over to the Maintenance In-charge/Association of the Allottees of the New Buildings.

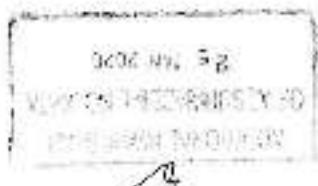
6 PLANNING, SURVEY, SANCTION AND MODIFICATION OF BUILDING PLANS:

6.1 The Developer shall within 3 (three) months from the date of execution hereof and at its own costs and expenses commence the work of Development and the construction of the new buildings at the said premises (subject to receipt of the duly sanctioned building plans).

6.2 In case the Developer desires to modify or alter or make any change in the sanctioned Building Plans as per its own requirement or the requirement of the Architect or the concerned authorities ther prior to applying for obtaining sanction of such modifications, alterations or changes, the Developer shall obtain the consent and approval of the Owners in writing, AND the Owners shall signify their consent/approval to the proposed modifications/ alterations/ changes which are lawful and beneficial and advantageous.

6.3 All fees, costs and charges payable to the municipal and other authorities for the sanction of the Building Plans and all costs charges and expenses of construction and completion of the new buildings shall be borne and paid by the Developer.

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6.4 The Developer is hereby authorized and shall be entitled to do, act and perform also the following in terms of this agreement.

(i) To apply for and obtain all consents, approvals, permissions and permissions as are / may be necessary or required for undertaking the development of the said premises and constructing and completing the construction of the new buildings in accordance with the sanctioned plans.

(ii) To apply for and obtain quota, entitlements and other allocations for cement, steel, bricks, and other building materials and inputs and facilities as may be required for the construction of the new buildings at the said premises.

(iii) To take steps as may be necessary to divert existing pipes / cables / other conducting media in / under / above the said premises if need to be diverted for the purpose of Development.

(iv) To appoint its own professional team for carrying development of the said premises.

(v) To serve such notices and enter into such agreements with statutory undertakings and other entities to install / obtain services of water / electricity / drainages and all other types of utilities.

(vi) To make deposits of necessary fees and charges with the concerned authorities for the purpose of commencing / carrying out the Development work and construction of new buildings at the Said Premises and claim and receive refunds of deposits and give valid receipts / discharges on behalf of the Owners in connection therewith ;

(vii) After completion of the construction of the new building/s to apply for and obtain the Completion Certificate from the concerned authorities.

(viii) To comply / procure compliance with all statutes and enforceable codes of practices of the Authorities and all lawful requirements of the authorities affecting the said premises / the development thereof.

(ix) To hold and possess the said land as Developer as a permitted possessor for the purpose of development thereof and construction of new Buildings and protect the same from any encroachment.

6.5 For the purposes connected with the construction of the new buildings and the modification/revision of the sanctioned Building Plans and obtaining clearances and permissions there for as provided for hereinabove, the Owners shall also simultaneously with the execution hereof, execute and register a Power of Attorney in favour of the Developer and its Designated Partners Mr Arshak Saraf and Mr Arvind Kumar Saraf and the other partners namely Mr Suhel Saraf and Mr Suyash Saraf.

Arshak Saraf *Arvind Kumar Saraf*

PK

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EMPLOYEE MAGAZINE



7 CONSTRUCTION OF THE NEW BUILDINGS:

7.1 CONSTRUCTION: The Developer shall construct or cause to be constructed the New Buildings at the Said Premises.

7.2 QUALITY OF CONSTRUCTION: The Developer shall construct or cause to be constructed the New Buildings in a good and workman like manner with good quality of materials and with the Specifications as mentioned in SECOND SCHEDULE hereunder written or equivalent substitutes thereof. The Developer shall handle and tackle local issues which may arise. The Developer shall construct and build the New Buildings in accordance with the Building Plans and do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules in force at the relevant time. The construction shall be done by the Developer in compliance of the legal requirements.

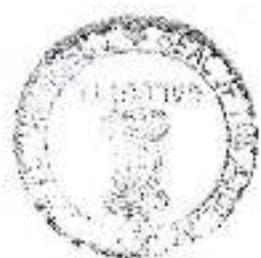
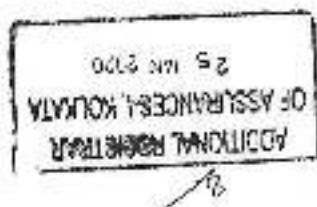
7.3 COMPLETION CERTIFICATE: The Developer shall obtain necessary completion certificate in respect of the New Buildings from the Rajpur-Sanarpur Municipality. Such Completion Certificate may be obtained by the Developer partially building wise or fully for all the New Buildings.

7.4 MANAGEMENT AND CONTROL: The Developer shall have exclusive and unobstructed right to administer the development of the New Buildings. The Developer shall be free to set up site office, put up the hoardings/boards, bring out brochures and commence the preparatory works for transfer of the proposed New Buildings at the Developer's cost.

7.5 TEAM: The Architect for the New Buildings and the entire team of people required for the execution of the New Buildings shall be such person as may be selected and appointed by the Developer in its sole discretion. All persons employed by the Developer for the purpose of construction such as architects, engineers, contractors, labourers, care-takers, security personnel, consultants, etc., shall be the persons under the appointment from and/or employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc. or their acts in any manner whatsoever and shall have no responsibility towards the architect and/or contractors labourers caretaker etc. or for the compliance of the provisions of labour laws, payment of wages, payment of P.F., E.S.I. etc., maintenance of records of labourers etc. and all the responsibilities in this regard shall be of the Developer and the Owners shall be kept protected and harmless against any action, if taken against the Owners for non-compliance or violation of the said requirements.

7.6 UTILITIES: The Developer shall be entitled to use the existing as well as to apply for and obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from all the concerned Appropriate Authorities.

7.7 COMMON AREAS AND INSTALLATIONS: The Developer shall plan and provide the necessary Common Areas and Installations of the New Buildings as it progressively developed. The Developer may modify the Common Areas and installations at the Said Premises meant jointly or individually for (a) any individual New Building, and/or (b) different category of



transferring and/or use of the different areas. The Developer shall provide for the availability of Common Areas and installations providing for passages, driveways, electricity, drainage and sewerage and water connections and any other area, installation or facility that the Developer may provide at the Said Premises. The Developer shall as it deems fit and proper be entitled to-

7.7.1 Change the location, dimension, capacity or any other physical or in-built specifications of any Common Areas and installations and from time to time to erect, install or shall any portion into any new chase or other portions of the Said Premises;

7.7.2 Impose restrictions and conditions for the use of the Common Areas and installations including the Recreation Centre;

7.7.3 Charge, demand, receive or require any Extras or Deposits in connection with any Common Areas and installations;

7.7.4 Provide for separate entrances for different areas and provide and provide for segregation of Common Areas and installations for different Tenancies.

7.8 **CALCULATION OF AREAS:** The carpet area shall be as per applicable Real Estate Laws and shall be provided by the Developer and the built-up area in respect of all the Units and other Transferable Areas in the New Buildings shall be such as to be determined by the Developer.

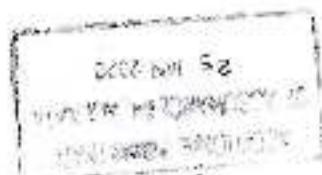
7.9 **AUTHORITY:** The Owners hereby agree and confirm that the Developer shall have all the authority to carry out the planning and development of the New Buildings.

7.10 **APPROVALS FOR DEVELOPMENT:** The Developer shall in its own name or in the name of the Owners apply for and obtain all permissions, clearances, no objection certificates and other approvals required for carrying out the development at the Said Premises, including those required from Fire Service Authorities, Municipal Authorities and any other Statutory Authorities, at its own costs and expenses.

7.11 **COMPLIANCE:** The Developer shall not violate any Municipal or other statutory rules and laws and always abide by and observe all the rules and procedures and practices usually followed in making construction of the New Buildings. The Owners will not be responsible for any latencies and/or lapses on the part of the Developer.

7.12 **TIME FOR CONSTRUCTION:** Subject to the Owners not being in default in compliance of their obligations hereunder and Subject to Force Majeure, the Developer shall complete the construction of the New Buildings at the Said Premises within 42 months from the date of commencement of construction of the New Buildings upon grant of registration under the Real Estate Laws for such phase and all other sanctions clearances and certificates by the Appropriate Authorities necessary to commence and carry out the development of the New Buildings. There shall be an extended period of 6 months beyond the time for construction of the New Buildings as mentioned above.

7.13 **COMPLETION OF CONSTRUCTION:** The Developer shall be deemed to have constructed and completed the New Buildings if the Developer has constructed the same



functionally as per the agreed Specifications and provided reasonable ingress and egress, obtained temporary or permanent water, lift, electricity and drainage connections (if and to the extent applicable for such constructed area) and obtained the Completion Certificate of the concerned government department in respect thereof.

7.13.1 The Developer shall be at liberty to carry out Completion of Construction phase wise and obtain partial Completion Certificates.

7.14 **ADDITIONAL/FURTHER CONSTRUCTION:** The Developer shall be entitled to apply for sanction of additional/further constructions (including any incremental parking space) beyond those sanctioned under the Building Plans if so and as is the earlier possible/permmissible to be constructed.

7.15 **COSTS AND EXPENSES:** All further costs and expenses incurred hereunder for sanctioning or modifications in plans (including fees of the Architects and all fees, costs and charges payable for sanction, modification, alteration and/or revision of building plans), all costs of construction and development of the Said Premises and the activities mentioned above shall be borne and paid by the Developer.

8 SECURITY DEPOSIT:

8.1 The Developer shall deposit with the Owners, a sum of Rs.50,00,000/- (Rupees Fifty lakhs) only as and by way of refundable Security Deposit (hereinafter referred to as "Security Deposit") and payable as follows:

(i) within 2 months of the sanction of building plans - Rs. 45,00,000/- (Rupees forty five lakhs) only.

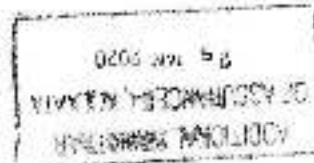
(ii) At or before the execution of this agreement - Rs. 5,00,000/- (Rupees five lakhs) only (the receipt whereof the Owners do hereby accept by the Receipt and Memo hereunder written admit and acknowledge).

8.1.1 Except as otherwise specifically provided herein, the said Security Deposit shall be interest free.

8.2 **REFUND OF SECURITY DEPOSIT:** Out of the Security Deposit amount, a sum of Rs.50,00,000/- (Rupees Fifty lakhs) only shall be refunded within 90 days of Completion of Construction of the New Buildings and the grant of the Completion Certificates by the Rajpur-Sonarpur Municipality and the Developer notifying the Owners in writing thereabout.

9 TRANSFER:

9.1 **TRANSFERS BY DEVELOPER:** The Owners have agreed that the Developer shall have exclusive rights and authority to Transfer all Transferable Areas at the New Buildings on the terms and conditions hereinafter contained and to negotiate and settle the price and other terms of Transfer with intending Transferees.



9.2 LAND SHARE SALE: the Owners agree to sell and transfer their undivided shares in the land attributable to the concerned Unit and/or other Transferee Areas with all and whatever its entire share right title and interest in the concerned Transferee Areas to the respective Transferees in such parts or shares as the Developer may nominate or require.

9.3 PUBLICITY: the Developer shall be entitled to advertise for Transfer of the Units, Parking Spaces and other saleable spaces/constructed areas in the New Buildings in all media.

9.4 MARKETING AGENTS: The Developer in consultation with Owners shall be entitled to appoint brokers, sub-brokers and other sales/marketing agents for sale and transfer of the Units and Parking Spaces in the Building's at such remuneration and on such terms and conditions as it may deem fit and proper.

9.5 BOOKINGS: The Developer shall accept bookings of any Unit, Parking Space or other saleable space/constructed area in the New Buildings in favour of any Unit Purchaser and if necessary to cancel revoke or withdraw any such booking.

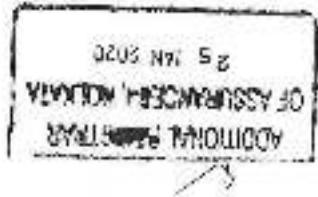
9.6 REALIZATIONS & OTHER AMOUNTS: The Developer shall receive the Realizations including earnest money, part payments, consideration, Extras, Deposits and other amounts on any account receivable from the Transferees and other persons in respect of the New Buildings or any part or share thereof in its own name and shall give receipts for the same which shall fully bind all the parties hereto.

9.7 RATES: The consideration for which the Developer shall open the bookings and/or for which the Units, Parking Spaces and other saleable areas will be transferred by the Developer shall be such as be determined by the Developer from time to time in consultation with the Owners.

9.8 CUSTOMER DOCUMENTATIONS: The agreements, receipts, confirmations, applications, sale deeds, final deeds of transfer and other documents relating to Transfer of the Units, Parking Spaces and other saleable/transferrable areas shall be executed by the Developer and the Owners do hereby authorize and empower the Developer to sign execute and/or register the same as constituted attorney of the Owners fully and in all manner with regard thereto and also agree to execute and/or register one or more powers of attorney from time to time in favour of the Developer as may be required or found necessary and such Power's shall subsist during the subsistence of this agreement.

9.9 ADVOCATES: All documents of transfer or otherwise shall be such as be drafted by Advocates of the Developer, as may be appointed by them from time to time.

9.10 MARKETING COSTS: All costs of brokerage, commission and like other amounts relating to Transfer as also any losses, damage or compensation payable to any Unit Purchaser or other person relating to the New Buildings shall be borne and to payable by the Developer alone.



10. REALIZATION AND DISTRIBUTION:

10.1 SHARE IN REALIZATIONS: The Owners shall be entitled to a specific 22% (twenty two percent) of the Realizations from the New Buildings and the Developer shall be entitled to a specific 78% (seventy eight percent) of the Realizations from the New Buildings.

10.2 PAYMENT TO OWNERS: The Developer shall pay to the Owners a specific 22% (twenty two percent) of the Realizations from the New Buildings on a yearly basis according to English Calender and the payments for any year shall be made in respect of the total realizations during such year and within 90 days of the close of the concerned quarter.

10.3 ERRORS & OMISSIONS: All payments made by the Developer to the Owners shall be subject to any errors or omissions and the consequent accounting and settlement when detected. Further, in case due to cancellation of any booking or agreement/contracts or any other reason, any part of the Realizations becomes refundable or payable to any Unit Purchaser and/or any interest or compensation is payable to any Transferee or any other person in connection with the New Buildings or any part thereof, the share of the Owners therein shall be adjustable out of the future payments to be made by the Developer to the Owners and in case no such future payment is due, the same shall be paid by the Owners to the Developer.

10.4 ACCOUNTS: The Developer shall maintain proper accounts pertaining to the Transfers, Realizations, Extras & Deposits. The Owners shall have at all times full and free access and liberty to inspect such separate accounts of the Developer. For the purpose of accounting and settlement the parties shall, if so required by the Developer or found necessary, make all necessary entries and adjustments in their respective books of accounts in respect of their respective shares of the incomings and outgoings of and from the New Buildings.

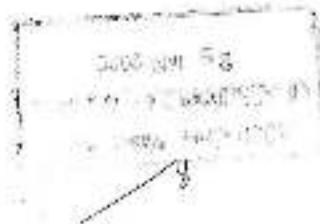
10.5 FINAL ACCOUNTS: After fulfillment of this agreement or at such time as the parties mutually agree, the final accounts pertaining to the entire period of continuance of this agreement shall be made and finalized by the parties.

10.6 CONCLUSIVITY OF ACCOUNTS: The accounts of the New Buildings as on any given date shall be deemed to be final and accepted (save for any errors or omissions on the face of the record) if no objection from any party is received in respect thereof within 5 days of such given date.

10.7 EXTRAS & DEPOSITS:

Any Extras and Deposits, as stipulated in the FOURTH SCHEDULE hereto, that may be taken from the Transferees shall be taken and utilized separately by the Developer and the Owners shall have no concern therewith.

10.8 DELIVERY TO TRANSFEREES: The Developer shall deliver possession of the areas agreed to be transferred to the respective Transferees and subject to the concerned Transferee not being in any default of their obligations.



10.9 **FORMAT:** All documents of transfer or otherwise shall be such as be drafted by Advocates, as may be decided by the Developer.

10.10 **LOANS BY TRANSFEREES:** The Transferees shall be entitled to take loans for the purpose of acquiring specific Units and Transferable Areas launched from banks, institutions and entities granting such loans. The Owners and the Developer shall render necessary assistance and sign and deliver such documents, papers, documents etc. as be required in this regard by such banks, institutions and entities; Provided that there is no monetary liability for repayment of such loans or interest upon them or any of them nor any charge or lien on the Project/Said Premises except the flat/unit and appurtenances under sale or transfer and save those occasioned due to cancellation of the agreement with the Transferee and to the extent to be mentioned in the agreement for sale to be entered with them.

10.11 **RECORDS AND INSPECTION:** Each party shall maintain the respective records of Transfer of the New Buildings at the Said Premises.

11 COMMON PURPOSES AND MAINTENANCE IN-CHARGE:

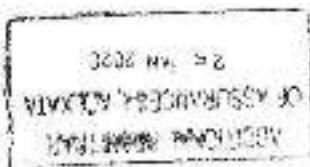
11.1 **COMMON PURPOSES:** All Transferees shall be bound and obliged to pay the amounts and outgoings and comply with the rules, regulations, restrictions and conditions as may be framed by the Developer and adopted for or relating to the Common Purposes in consultation with the Owners.

11.2 **MAINTENANCE IN-CHARGE:** The Developer may at its discretion form the Maintenance Company for the Common Purposes of management and maintenance of the New Buildings and collection and disbursement of Common Expenses and till such time as the Association is formed and handed over the charge of administering the Common Purposes or such other time as the Developer may desire, the Developer or its nominee shall be in charge of the administration for the Common Purposes. Subject to the laws for the time being in force, all the New Buildings shall be under one Association and the membership of the same shall be taken by the Co-owners accordingly. It is expressly agreed and understood that so long as the Developer or its nominee be the Maintenance In-charge, the Owners and/or their nominees or transferees shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred.

12 COVENANTS BY THE OWNERS:

12.1 The Owners do hereby covenant with the Developer as follows:-

12.1.1 The Owners shall sign, execute, submit and deliver all applications, undertakings, declarations, affidavits, plans, letters and other documents and do all acts deeds and things as may be required by the Developer in connection with the obtaining any modification/alteration to the sanctioned Building Plans and for obtaining any clearance and/ or approvals required to be obtained by the Developer for commencing or carrying out the Development of the New Buildings at the Said Premises.



12.1.2 For all or any of the purposes contained hereinabove and required by the Developer, the Owners shall render all assistance and co-operation to the Developer and sign execute submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, powers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time promptly and without any delay, failing which the time periods for construction by the Developer shall stand automatically extended by the periods of delay on the part of the Owners.

12.1.3 With effect from the date of execution hereof, the Owners shall neither deal with, transfer, let out or create any Encumbrances in respect of the Said Premises or any part thereof or any development to be made thereat save only to the extent permitted expressly hereunder.

12.1.4 That the Owners shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Developer.

12.1.5 That the Owners shall not cause any interference or hindrance in the modification/addition/alteration of the mentioned Building Plans in terms hereof, construction and development at the Said Premises by the Developer and/or Transfer of the Transferable Areas and not to do any act deed or thing whereby any right of the Developer hereunder may be affected.

12.1.6 That the Owners shall ensure that they shall not act in any manner which is detrimental to this Agreement or goes against the terms and conditions of this Agreement and shall keep the Developer and all persons deriving right from the Developer fully saved harmless and indemnified from and against all losses, damages, costs, claims, demands, actions or proceedings that may be suffered or incurred by them or any of them in this regard.

12.1.7 The Owners will bear and pay any tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force on the Owners' Share of Realization.

12.2 COVENANTS BY THE DEVELOPER: The Developers do hereby covenant with the Owners as follows:-

12.2.1 The Developer agrees not to do any act deed or thing whereby any right or obligation of the Owners hereunder may be affected or the Owners are prevented from making or proceeding with the compliance of the obligations of the Owners hereunder.

12.2.2 The Developer shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and shall not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner;

12.2.3 The Developer shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Owners but may enter upon joint venture, co-investment, tie-up with any person and also to appoint sub-developer as the Developer

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any deem fit and proper. However the obligations of the Developer hereunder shall not be affected thereby.

13. FORCE MAJEURE: Notwithstanding anything elsewhere to the contrary contained in this Agreement, the parties hereto shall not be considered to be in default in performance of the obligations or be liable for any obligation hereunder to the extent that the performance of the relative obligations are prevented by the existence of the force majeure circumstances and time for performance shall remain suspended during the duration of the force majeure.

14. POWERS OF ATTORNEY:

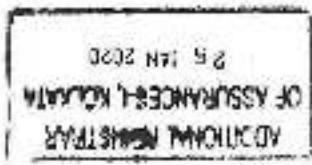
14.1. The Owners shall with the execution of these presents execute and/or register one or more Powers of Attorney in favor of the Developer and/or the Developers' nominated persons being namely Mr. Ashok Saraf, Mr. Arvind Kumar Saraf, Mr. Suhel Saraf and Mr. Suvarsh Saraf or such other person as may be nominated from time to time granting all necessary powers and authorities to execute and implement this Agreement (including for preparation and sanction of the revised Building Plans, construction and development of the Said Premises, sale or otherwise transfer of the Transferable Areas and all share right title and interest of the Owners in the New Buildings) and also otherwise under this Agreement and agree that the same shall subsist during the subsistence of this Agreement.

14.2. It is understood that to facilitate the construction of the New Buildings at the said Premises, various acts deeds matters and things not herein specified may be required to be done by the Developer for which the Developer may need the authority of the Owners for making or signing of various applications and other documents relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owners shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer.

14.3. The said power or powers of attorney to be so granted by the Owners to the Developer and/or its nominee/s shall form an integral part of this Agreement and the Owners shall not be entitled to modify or alter the same without the prior written consent of the Developer.

15. MORTGAGE:

15.1. The Owners hereby agree, undertake and acknowledge that the Developer shall be entitled, to obtain loans and / or advances from the Banks and / or Financial Institutions and / or Housing Finance Companies (HFC) and / or Non-Banking Financial Companies (NBFCs) as may from time to time be required specifically and only for carrying out and completing the New Buildings and no. for any other purpose by creating charge over the Said Premises and for that in deposit of original title deeds and/or creating mortgage of and in respect of the Said Premises or any part thereof on such terms and conditions as the Developer shall think proper and in this



regards, if so required, the Developer may deposit the original Title Deeds with the Bank/Financial Institution/HFC/NBFC and to collect back the same on re-payment of the dues.

15.2 To enable the Developer to raise Finance exclusively for development of the Said Premises and/or for construction of the New Buildings, the Owners shall extend their co-operation and assistance as may be required for obtaining such loans and advances from the Banks and / or Financial Institutions and / or Housing Finance Companies and / or Non-Banking Financial Companies (NBFCs) and / or any other financial entity. The Owners for such purpose shall grant Power of Attorney, wherein, the Developer and/or its nominees or nominees would be empowered to represent the Owners to create charge in favour of the Banks and / or Financial Institutions and / or Housing Finance Companies and / or Non-Banking Financial Companies (NBFCs) and / or any other financial entity.

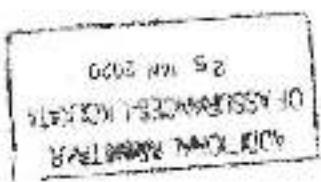
15.3 The Developer shall solely and exclusively be responsible to repay the loans and advances, which the Developer may obtain as aforesaid as also to pay all interest thereon and charges related thereto and in this regard the Owners shall not be liable or responsible in any manner what so ever.

15.4 The Developer shall keep the Owners as also the Said Premises and / or the said project absolutely indemnified and harmless against repayment of such loans and advances including interest and all other connected obligations and liabilities and against any loss, damage, cost, claim, demand, action, prosecution or proceeding as may be suffered or incurred by the Owners or any buyer transferee in the New Buildings in this regard.

16 GENERAL:

16.1 ENTRY: As a purpose incidental to carrying out the development of the Said Premises in terms hereof, the Owners shall allow the Developer to enter upon and carry out necessary works without either delivery or acceptance of any form of possession by the Owners to the Developer. It is hereby expressly agreed by and between the parties hereto that the possession of the Said Premises shall not be given or intended to be given to the Developer under any circumstances whatsoever including in part performance as contemplated by Section 53A of the Transfer of Property Act 1882 read with Section 2 (47)(v) of the Income Tax Act 1951. It is expressly agreed and declared that the possession, juridical or otherwise, of the Said Premises shall always remain vested in the Owners.

16.2 PROPERTY TAXES AND OUTGOINGS: Till the date of execution hereof all taxes and outgoings (including arrears) on account of municipal property tax, and tax and other outgoings shall be borne and paid by the Owners and those arising for the period hereafter and until Completion of Construction shall be borne and paid by the Developer Provided That upon completion of any phase of development at the Said Premises, all taxes and outgoings shall be borne paid and discharged by the Transferees and for non alienated areas by the parties hereto in the Agreed Ratio.



16.3 GST AND TDS:

16.3.1 The parties shall respectively discharge statutory compliances in respect of TDS or Income Tax related compliances as well as Goods and Service Tax in respect of their respective rights, benefits and obligations under or arising out of this agreement. As for the Jurisdictional Areas, the Developer shall be solely responsible for the compliances of collection and deposit of Goods and Service Tax. If there be any statutory requirement which obliges the Owners to register or pay, then the Owners shall comply with same.

16.3.2 Save those agreed to be complied with by the Developer hereunder, the parties shall respectively discharge statutory compliances in respect of Goods and Service Tax collections or payments and any other statutory compliance in respect of this agreement. It is clarified that any Goods and Service Tax that may be applicable on unsold areas on the date of grant of completed certificate shall be paid by the parties in the Agreed Ratio.

16.4 REAL ESTATE LAWS: The Developer shall comply with all necessary requirements under the Real Estate Laws and required to be complied with by a Developer of a building and the Owners shall co-operate and assist the Developer in respect thereof and shall also comply with all necessary requirements under the Real Estate Laws required to be complied with by a land owner.

16.5 FINAL DECISION IN RESPECT OF MATTERS TO BE CONSULTED: Except as specifically provided in this Agreement to the contrary, in all those matters agreed to be decided or carried out by the Developer in consultation with the Owners, if there is any dispute or lack of consensus on any point or issue, the decision of the Developer on such point or issue shall be final and binding on the Owners.

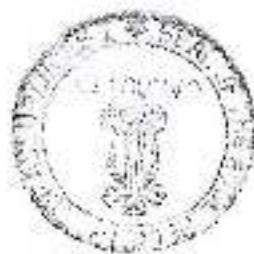
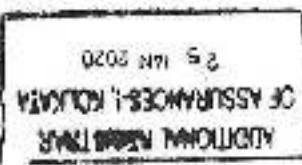
16.6 INDEMNITY BY OWNERS: At all times hereafter the Owners hereto shall indemnify and agree to keep the Developer, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Developer and arising due to any representation of the Owners being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Owners.

16.7 INDEMNITY BY DEVELOPER: At all times hereafter the Developer hereto shall indemnify and agree to keep the Owners, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Owners and arising due to any representation of the Developer being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Developer.

16.8 NO PARTNERSHIP OR AOP: The Owners and the Developer have entered into this Agreement, purely as a contract and nothing contained herein shall be deemed to be or construed

Attn. W

BB



as a partnership between the Parties in any manner nor shall the Parties constitute an Association of Persons (ACP).

16.9 NOT A PRESENT TRANSFER: Nothing in this Agreement is intended to or shall be construed as a transfer of possession of the Said Premises at present in favour of the Developer.

16.10 WAIVERS: Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights nor shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. A waiver on any occasion shall not be deemed to be a waiver of the same or any other breach or non-fulfilment on a future occasion.

16.11 ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, correspondence and agreements between the Parties, written, oral or implied.

16.12 PART ENFORCABILITY: 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 in any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and such provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree, in the circumstances referred above, to use all reasonable endeavours to substitute any invalid or unenforceable provision with 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.

16.13 MODIFICATIONS: No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by the Owners and the Developer.

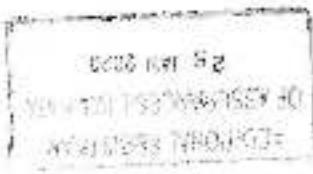
16.14 EXECUTION IN DUPLICATE: This Agreement is being executed in Duplicate, one copy each whereof shall be retained by the Owners, and the Developer and each copy whereof shall be deemed to be the original.

16.15 CHANGE IN CONSTITUTION: It is further expressly clarified that notwithstanding any amalgamation, merger, demerger etc., of any of the parties, this Agreement as well as the Power of Attorney to be executed by the parties in pursuance hereof, shall remain valid and effective and automatically bind all the successors or successors-in-office of the parties.

16.16 NAME: The New Buildings shall be known by any name as so decided by the Developer.

17 DEFAULTS:

17.1 If at any time hereafter it shall appear that any of the parties hereto has failed and/or neglected to carry out its obligations under this Agreement or to extend full cooperation agreed to



be extended hereunder, then the party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all losses and damages suffered by them from the defaulting party without prejudice to its other rights hereunder.

17.2 The parties will refer to any disputes or differences between them to the Arbitration Tribunal as mutually provided hereinbefore and accept and abide by the award made therein.

18 **NOTICES:** All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th day from the date of despatch of such notice by prepaid registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered speed post without the same being served. None of the parties shall be entitled to raise any objection as to service of the notice deemed to have been served as aforesaid.

19 **ARBITRATION:** All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents under the Said Premises or concerning of any liability shall be referred to arbitration and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment for the time being in force. In connection with the said arbitration, the parties have agreed and declared as follows:

19.1 The Arbitration Tribunal shall have summary powers and will be entitled to lay down their own procedure.

19.2 The Arbitration Tribunal will be at liberty to give interim orders and/or directions.

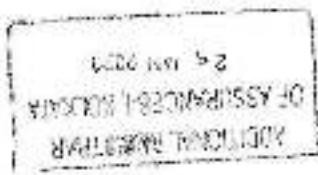
19.3 The parties agree to abide by all their decisions and/or awards and not to challenge the same in any manner whatsoever or howsoever.

20 **JURISDICTION:** Only the Calcutta High Court and those having territorial jurisdiction over the Said Premises shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this Agreement or connected therewith including the arbitration as provided hereinabove.

THE FIRST SCHEDULE ABOVE REFERRED TO
THE SAID PREMISES

ALL THOSE the pieces and parcels of land together with the structures (1998 sft) thereof containing an area of 294 decimals equivalent to 178 Kultals & Chatrak 9.52 sft. (more or less) bordering in RED on the plan thereof annexed hereto, lying situated at Monza Kusumba, Pargana Madarnath, J.L. No. 59, R.S. No. 138 Tola No. 359, Police Station : Sonarpur, Sub Registration Office : Sonarpur, in the District of 24 Parganas (South) numbered as Municipal Premises No. 1479, Kusumba, P.O. Naraynrapur, Kolkata-700103, within the limits of ward no. 7 of the Rajpur- Sonarpur Municipality and comprised in the L.R. Khatan Nos. 2831, 2832, 2833 and 2834 and the following several Dug numbers.

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L.R. Dug No.	R.S. Dug No.	Area (Decimal)
1629	1555	.20
1635	532	.27
1634	531	.26
1633	530	.16
1631	538	.06
1632	541	.03
1639	567	.03
1640	1568	.03
1651	1579	.48
1652	1559	.07
1652	1580	.14
1650	1578	.19
1652	1581	.02
1654	1582	.13
1655	1583	.09
1677	16057506	.13
1679	1606	.05
1678(P)	1625(P)	.27
1680(P)	1637(P)	.07
1636(P)	1534(P)	.04
1637(P)	1535(P)	.12
Total Area		294 Decimal

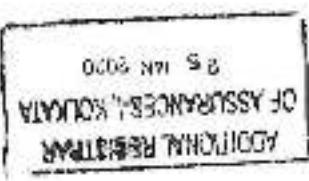
Equivalent to 178 Kothai & Chatack 9.52 ari

- ON THE EAST - Premises no. 710 Kusumba
 ON THE SOUTH - By Public Road
 ON THE WEST - By Public Land
 ON THE NORTH - By Public Road/ By Others Land

THE SECOND SCHEDULE ABOVE REFERRED TO
(SPECIFICATIONS)

Specifications of construction & Fittings and Fixtures to be provided in the proposed Unit.

- Super Structure : RCC Frame Structure
 Walls : Plaster of Paris/Poly/Gypsum Finish on wall surface
 Flooring : Vitified/Recycled tiles in the bed rooms, Living/dining room.



Kitchen	: Marble/Granite counter top. Stainless steel sink. Glazed tiles up to 3 feet above the kitchen counter. Flooring : Ceramic Tiles. Exhaust Point.
Toilet	: Flooring : Artificial Ceramic Tiles. Glazed tiles up to door height in shower area and 4 ft. height in the remaining areas. Exhaust point.
Doors Wooden	: Main, Deer & Bedroom Doors: flush doors enamel painted. Door frames. Toilet Doors & Frames of PVC.
Windows	: Aluminum windows with clear glass Glazing; MS Grilles (at extra cost).
Sanitary ware	: White glazed sanitaryware; Chromed plated fittings.
Electricals room; Power bedroom in	: Concealed copper wiring. Cable TV points in the Living point in the Kitchen, AC point in the Master Bedroom & 1 outlet for 2/3 bedroom flats. Coyer point in master toilet. Exhaust point kitchen. Modular switches of reputed make.
Generator	: Provision for standby supply power in every Flat (at extra cost.) (400 Watts for 1BHK, 500 Watts for 2BHK, 600 watts for 3BHK)

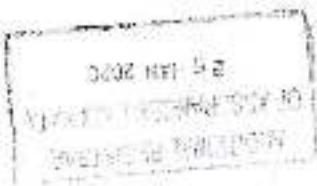
THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON PARTS / PORTIONS)

PART - I (Common for the building)

Stair Case and shaft cover
 Lift and Lift Machine Room
 Lift well, Lift Lobbies
 Overhead Reservoir
 Water Concourse
 Common Raft
 Common passage of the building and its entrance (except the parking areas as designated by the Developer)

PART - II (Common for the entire Complex)

Jogging Track
 Children's play area
 Landscaped garden
 Generator



CCTV system/ 24 hours security
Transformer
WESEDCL Meter room
Water Filtration plant
Underground water reservoir
Drains, sewers, pipelines
Sewage Treatment Plant
Driveways and pathways
Common Toilets on the ground floor
Boundary walls and main gates
Fire fighting system

PART III Recreation Centre Facilities owned by the Owners and the Developer

Air conditioned Community Hall
Library
Indoor games room with Table Tennis
Gymnasium
Swimming Pool

THE FOURTH SCHEDULE ABOVE REFERRED TO:

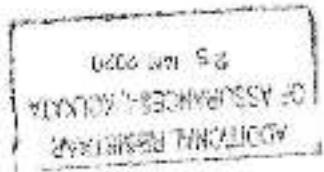
EXTRAS AND DEPOSITS

1. EXTRAS shall include:

- (i) Additions or alterations made in the flats/ units of the instance of the Purchasers.
- (ii) Any type of taxes like GST, local taxes and any other statutory levy or tax etc., payable to any government authority or local body (without however affecting the provisions in respect thereof under the operative part of the agreement above).
- (iii) Any EDCADC charges payable to any government authority or any local body etc.
- (iv) All costs, charges, deposits and expenses on account of bringing electricity lines/connections, IIT & LT power (including Sub-station, Transformers, Switch gears, cables, IIT & LT panels and the like) and all the amounts payable to the electricity service provider.
- (v) All costs, charges, deposits and expenses on account of bringing water lines/connections (if any) and all the amounts payable to the provider thereof.
- (vi) Security or any other deposit (including minimum deposits or any deposit by any name called) and all amounts or increases thereof payable to the electricity/ service provider for electricity/ and any other connection or service that may be required in the New Buildings.

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(vii) All costs, charges and expenses on account of one or more generators and like other power-backup equipment and all their accessories (including cables, panels and the like) for the New Buildings.

(viii) Existing pipelines, sewerage treatment plants etc.

(ix) Registration fees, development charges, and other levies taxes duties and statutory liabilities that may be charged on the said Premises or the New Buildings or the Units or on their Transfer or construction partially or wholly, as the case may be.

(x) Cost of Formation of Association.

(xi) CCTV or any other chargeable facility as may be decided by the Developers.

(xii) If it is decided by the Developers to furnish the Tenable Areas then the cost of such furnishing. However, any profit accruing therefrom, after deducting a sum equivalent to 15% of the cost of such furnishing towards remuneration of the Developers for carrying out such furnishing shall be shared by the Owner and the Developers in the Agreed Ratio.

(xiii) Costs for development and maintenance of the recreation centre.

(xiv) Legal and incidental charges.

2. DEPOSITS (which shall be interest free) shall include Deposit on account of registration charges, electricity, water, other facilities, common expenses, rates and taxes, sinking fund etc.

THE FIFTH SCHEDULE ABOVE REFERRED TO

CLAIM OF TITLE

1. WHEREAS by a conveyance dated 22nd September, 2010 made between Shyamdas (alias Shyamdas Talukdar alias Shyamdas Thakur) herein referred to as the 'Vendors' of the one part and the un-named vendors all therein jointly referred to as the 'Purchasers' of the other part and registered in Book No. I, CD Volume No.22, pages from 8161 to 8184 being No. 09192 for the year 2010 at the office of the Additional Registrar of Assurances-I, Kolkata, the said thereto named vendors for the consideration and in the premises therein stated sold and the above named Vendors purchased ALL THOSE pieces or parcels of lands of diverse natures containing an area of 135 Lekhas 14 Chittacissa and 5.76 square feet (more or less) together with twenty very old tiled residue tiles units standing on part of the said lands comprised in J.L. No. 50, L.R. Kharian No. 1741, being a portion of Municipal Holding No. 709 Kusumba and a portion of Municipal Holding No. 710 Kusumba within Ward No. 7 of The Rajpur-Sonarpur Municipality and recorded in the following R.S. Dag Nos., L.R. Dag Nos., lying situate in Mouza-Kusumba P.S. Sonarpur & O. Narendrapur, Sub-Registration office at Sonarpur, L.R. Kharian No. 1741, Purulia Madarsa Ia, District-24 Purba Bardhaman (South) and the particulars of which lands are stated hereunder –

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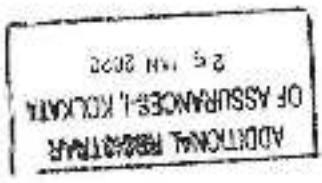


R.S. Reg No.	R.S. Kharaiam No	L.R. Bag No.	Land Area (Dhurba)
1579	275	1651	29.00
1582	552	1654	7.00
1583	422	1655	4.00
1603	648	1656	24.10
1532	325	1658	14.05
1534	326	1657	8.30
1538	329	1659	4.30
1601	530	1673	2.90
1597	1093	1659	1.00
1604	648	1676	1.00
1581	467	1654	2.00
1580	995	1652	14.00
1536	1318	1629	2.50
1550	1193	1629	2.25
1605/2005	309	1677	13.00
1537	529	1610	17.00
1582	529	1657	17.00
1587	529	1658	13.00
1587	529	1659	2.30
1584	609	1526	16.00
1586	609	1528	4.00
1587	609	1639	0.50
1536	609	1609	6.30
1604	648	1696	1.00
1602	5309	1674	6.00
Grand Total			224.60

Equivalent to 135 Chittaks 14 Chittacks 5.76 Sq. ft. and the said lands are more fully described in the Schedule the record written.

3. AND WHEREAS by another conveyance dated 22nd September, 2010 made between (1) Rajesh Lalwani and (2) Rakesh Lalwani, both herein jointly referred to as the Vendors of the first part and the above named vendors all therein jointly referred to as the purchasers of the second part and the said Rajesh Lalwani deceased, referred to as the Executor of the third part and duly registered in Book No. 1, C.D. Volume No. 32, pages from 8185 to 8207, being No. 09193 for the year 2010, at the office of the Additional Registrar of Assesseees-I, Kullu the said herein named vendors for the consideration and in the premises therein stated, the said Executor confirmed having assented to the vesting of the said lands thereby sold in favour of the vendors and the above named vendors purchased all these pieces or parcels of lands of diverse nature containing an area of 103 Chittaks 5 Chittacks and 25.06 square feet together with 35 m shed

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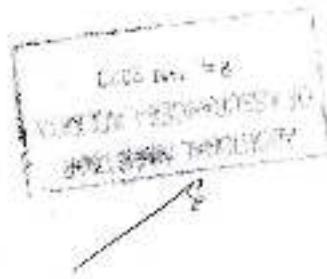


residential quarters with cement shed and tiles tiled tenements all lying situated and being a portion of Municipal holding No. 769 and also Municipal holding No. 173 Kasumba under Ward No. 7 of Raipur - Sonarpur Municipality on a 19' wide road comprised in J.L. No. 50, L.R. Khetan No. 593, Moza - Kusumba, P.S. Sonarpur, Sub-Registrar Office & Sonarpur, P.O. Narondharpur, Pargana - Madanwolia, District-24 Parganas (Sonth), recorded in the following R.S. Dag Nos. and the following L.R. Dag Nos. particulars of which lands are stated herunder:-

R.S. Dag No.	R.S. Khanian No.	L.R. Dag No.	Land Area (Decimals)
1511	257	1612	3.0
1558	257	1631	6.0
1559	257	1632	7.0
1560	257	1633	16.0
1562	710	1635	27.0
1566	760	1629	0.38
1566	1348(Hal)	1629	2.50
1567	583	1639	8.0
1568	1193	1639	2.5
1569	1193	1629	4.0
1570	1348 (Hal)	1629	4.0
1575	1193	1639	1.5
1576	1348 (Hal)	1629	1.5
1583	338	1606	17.0
1603	618	1675	6.90
1535	555	1608	6.95
1534	336	1607	4.20
1598	553	1670	8.0
1588	529	1660	9.5
1589	529	1661	2.0
1595	530	1668	11.0
1599	530	1671	2.0
1601	530	1673	0.10
1590	530	1662	2.0
1507	1093	1669	21.0
		Grand Total:	171.03

Equivalent to 103 Cottahs 5 Chittucks 25.06 Sq.ft. and the said lands are more fully described in the Schedule hereunder written.

2. AND WHEREAS by another conveyance dated 22nd September, 2010, made between (1) Mrs. Kamala Lalwani (2) Mrs. Renu Sainiwal (3) Mrs. Balbir Sainiwal (4) Rajesh Lalwani and (5) Rakesh Lalwani, all therein jointly referred to as the Vendors of the one part and the above.

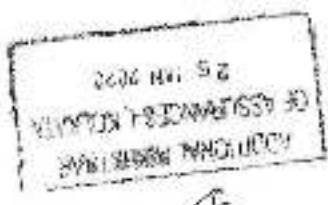


named vendors all therein jointly referred to as the purchasers of the other part and registered in Book No. 1, C.D. Volume No. 22, pages Nos. #208 to #217, being No. 09194, for the year 2010, at the office of the Additional Registrar of Assurances - I, Kolkata, the said therein named Vendors for the consideration and in the premises therein stated the said Executor confirmed having assented to the vesting of the said land thereby sold in favour of the vendors and the above named vendors purchased ALL THOSE pieces or parcels of Land of diverse nature containing an area of 8 decimals equivalent to 4 Octahs 13 Chittacks and 19.8 square feet (more or less) lying situated within the limits of Ward No. 7, of the Rajpur Sonarpur Municipality on a 19' wide road recorded in J.L. No. 58, Town No. 259, Pargana - Madannullah, P.O. Narendrapur, District-24 Parganas (South) comprised in R.S. Dag No. 1591 (Part), L.R. Dag No. 1663, L.R. Khutian No. 523, Mouza - Kusumba, P.S. Sonarpur, Sub - Registration Office at Sonarpur, District - 24 Parganas (South) and the said land is more fully described in the Schedule theretounder written.

4. AND WHEREAS by another conveyance dated 22nd September, 2010, made between Shyamdas & Company (a partnership firm constituted of its partners, namely (1) Shyamdas Lalwani and (2) Prem Lalwani therein referred to as the vendors of the one part and the above named Vendors all therein referred to as the Purchasers of the other part and duly registered in Book No. 1, C.D. Volume No. 22, pages #228 to #243, being No. 09195, for the year 2010, at the office of the Additional Registrar of Assurances - I, Kolkata, the said vendors for the consideration and in the premises therein stated sold and the said purchasers purchased ALL THAT piece or parcel of Salt land together with residential quarters with cement floor amounting 8 decimals equivalent to 4 Octahs 13 Chittacks 19.8 square feet (more or less) recorded in J.L. No. 58, Town No. 259, L.R. Dag No. 1640, L.R. Khutian No. 1241, R.S. Dag No. 1568, R.S. Khutian No. 138, in Mouza - Kusumba, Pargana - Madannullah, P.O. Narendrapur, P.S. Sonarpur, Sub-Registration Office at Sonarpur, District-24 Parganas (South), within Ward No. 7, of the Rajpur - Sonarpur Municipality, being a part of Municipal holding No. 719, Kusumba.

5. AND WHEREAS by a conveyance dated 5th October, 2010 made between (1) Rajesh Lalwani and (2) Rakesh Lalwani, both thereof referred to as the Vendors of the first part and the above named Vendors therein jointly referred to as the Purchasers of the second part and Rajesh Lalwani, therein referred to as the Executor of the third part and duly registered in Book No. 1, C.D. Volume No. 24, pages 2473 to 2493, being No. 09751, for the year 2010 at the office of the Additional Registrar of Assurances - I, Kolkata, the confirming parties thereby confirmed having assented to the vesting of the said land in favour of the vendors confirmed and accepted the absolute right of the vendors to sell and transfer the said land, the said Vendors in the premises and for the consideration thereby said ALL THAT piece or parcel of land containing an area of 37 decimals equivalent to 52 Octahs 10 Chittacks 7.2 square feet more or less with old residential quarters lying situated and being a portion of Municipal holding No. 716, Kusumba, in Ward No. 7 of the Rajpur - Sonarpur Municipality recorded in J.L. No. 58, R.S. No. 138, in several R.S. Dag Nos. and in several R.S. Khutian Nos. and several L.R. Dag Nos. and of diverse nature of use and particulars of the said land are stated below -

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R.S. Dug No.	R.S. Khatian No.	L.R. Dug no.	Land Area (Decimals)
1578	444	1629	.29
1579	276	1551	.19
1582	552	155-	.6
1583	422	65*	.5
1603	833	698	26.30
1606	995	1679	.5
1507	833	168-	6.70
Total			87

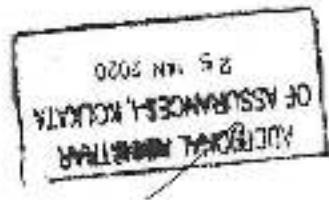
Grand Total :- 87 Decimals Equivalent to 52 Cottahs 10 Chittacks 7.2 sq.ft.

4. AND WHEREAS by another conveyance dated 8th October, 2013, made between Swayamdas alias Swayamdas Lalwani alias Swayamdas Tharamal, therein referred to as the Vendor of the first part and the above named vendors, herein jointly referred to as the purchasers of the second part and Rajesh Lalwani therein referred to as the Executor of the third part and registered in Book No. 1, C.D. Volume No. 24, pages from 2453 to 2472 being No. 09250, for the year 2013, at the office of the Additional Register of Assumptions - I, Kolkata, the said Executor confirmed having already assented to the vesting of the said land, thereby sold in favour of the vendors and confirmed absolute right of the vendors to sell the said land thereby sold and for the consideration and in the premises therein stated, the said vendors sold and the said purchasers purchased ALL THAT piece or parcel of Dungo land together with old tin sheet residential units containing (as per deeds) an area of 26 decimals equivalent to 15 Cottahs 12 Chittacks and 20.6 square feet more or less together with brick built and lying situated and being Municipal holding No. 709, Kusumba, within Ward No. 7, of the Rajpur - Sonarpur Municipality situated on a 19' wide road recorded in J.L. No. 53, R.S. Dug No. 1561, R.S. Khatian No. 721, L.R. Khatian No. 1193, L.R. Dug No. 1634, L.R. Khatian No. 593, Meena - Kusumba, P.S. Sonarpur, Sub - registration office at Sonarpur, Paragan - Madanmolla, P.O. Narendrapur, District - 24 Parganas (South).

5. AND WHEREAS the said land purchased by the above named vendors by virtue of the aforesaid article six conveyances containing all together an area of 524.63 sqft equivalent to 517 Cottahs 06 Chittacks and 18.22 square feet, recorded/comprised in J.L. No. 53, within several khansas and several R.S. Dug numbers, and several L.R. Dug Nos as herein before stated are lying situated adjacent to each other and forming a plot of land which was numbered as Municipal Holding No. 710 Kusumba and No. 173 Kusumba within Ward No. 8 of the Rajpur - Sonarpur Municipality, Meena - Kusumba, P.S. Sonarpur, P.O. Narendrapur, Sub - registration office at Sonarpur, Paragan - Madanmolla and District - 24 Parganas (South) and duly entered in records of the concerned B.L. & L.R.O. and the said municipality in the joint names of the vendors as being the joint owners thereof.

E. AND WHEREAS the said Vendors/ Owners obtained the amalgamation of P.v. No. 710 and P.v. No. 173 Kusumba in the records of the said Municipality and the amalgamated plot was numbered as Holding No. 710 Kusumba by the said municipality.

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5. AND WHEREAS the Vendees have for the sake of convenience and other good reasons claimed two lots, of the said entire lands at (i) the said two lots separately assessed by the said Rajpur - Sonarpur Municipality, being -

(a) Municipal Holding No. 71C Kusumba containing an area of 139 Kothals 1 Chatracks 8.7 sft within the limits of Ward no. 7 of the Rajpur Sonarpur Municipality, P.S. Sonarpur,

(b) Municipal Holding No. 1479 Kusumba containing an area of 178 Kothals 0 Chatracks 9.52 sft within the limits of Ward No. 7 of the Rajpur Sonarpur Municipality, P.S. Sonarpur.

6. AND WHEREAS the said respective Municipal Holdings are also duly mutated in the joint names of the said Vendee/owners in the records of the Rajpur-Sonarpur Municipality.

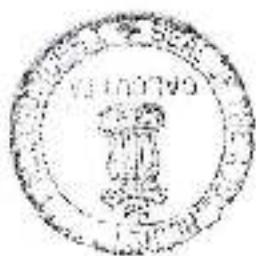
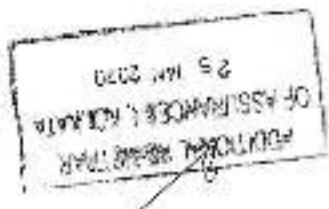
7. AND WHEREAS the Vendees have obtained the use / nature of land comprised in the said premises being Municipal Holding No. 1479 Kusumba converted by the concerned authorities and the Vendees are entitled to use the land of the said premises for the purpose of construction of new buildings containing self contained flats/villas for residential / other lawful uses.

8. AND WHEREAS the Owners have decided to take up the Development of the said Holding No. 1479 Kusumba containing an area of 178 Kothals 0 Chatracks 9.52 sft lying situated within Ward No. 7, of the Rajpur - Sonarpur Municipality and the said land is hereinafter referred to as the said 'Land' / "Premises".

9. AND WHEREAS the Owners have applied for sanction of building plan for construction of the new buildings containing self contained independent residential flats and other units on the land of the said Municipal Holding No. 1479 Kusumba (hereinafter called the said 'Land/Premises').

10. AND WHEREAS the Owners have mutually agreed that the said Promoter shall do the development of the said land of the said Municipal Holding No. 1479 Kusumba and the construction of the new buildings thereon or on part thereof containing self contained independent residential/other units with the provision of car parking spaces (open, Mechanical and covered).

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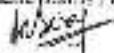
IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on the day month and year last above written.

SIGNED, SEALED AND DELIVERED

by the OWNERS at Kolkata in the
presence of:

1. BURHENDU SAMANTA,
SRI. ANIMADEB SAMANTA
11, Rumper Chak, P.O. Durgapur
P.O. Shyambazar
Distt. Paschim Medinipur
Pin. 721331, Berhampur

Sugar Geha Nizamuddin Ltd.
Bride Musicals Pvt. Ltd.
Akrat Industries Pvt. Ltd.



Director

2. ARPITA DAS DEY
12/222, Charbati Fatty,
Flat no - II, Barrackpore,
Kolkata - 700 120.

Arya Projects Ltd.



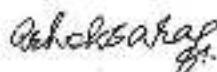
Director

SIGNED, SEALED AND DELIVERED

by the DEVELOPER at Kolkata in the
presence of:

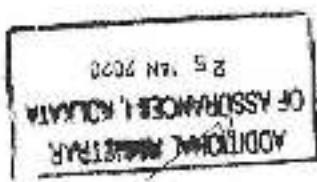
1. BURHENDU SAMANTA,
SRI. ANIMADEB SAMANTA
11, Rumper Chak, P.O. Durgapur
P.O. Shyambazar
Distt. Paschim Medinipur
Pin. 721331, Berhampur

Sugar Geha Nizamuddin Ltd.



Partner

2. ARPITA DAS DEY
12/222, Charbati Fatty,
Flat no - II, Barrackpore,
Kolkata - 700 120.



MEMO OF CONSIDERATION & RECEIPT

RECEIVED from the within named Developer the within mentioned sum of Rs. 5,00,000/- (Rupees five lacs only) towards payment of the Security Deposit payable to the Owners in terms hereof as per memo below:-

MEMO OF CONSIDERATION

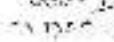
Sl. No.	Demand Draft/ Cheque Numbers	Date	Bank	Paid to	Amount (Rs.)
1	004258	21/01/2020	HDFC Bank, Central Plaza	Sugam Grills Nirmal Limited	1,25,000.00
2	004259	21/01/2020	HDFC Bank, Central Plaza	Erode Machine Private Limited	1,25,000.00
3	004260	21/01/2020	HDFC Bank, Central Plaza	Alexia Dealer Private Limited	1,25,000.00
4	004261	21/01/2020	HDFC Bank, Central Plaza	Arya Projects L. m. t.	1,25,000.00
				Total	5,00,000.00

WITNESSES:

1. 
MR. KRENDO SAMANTA
ENO. RAJ-ADIB SAMANTA
st. Rammurliuk, P.B. Debra
t.O. Shyambazar
Dist : Paschim Mihirapur
Pin : 741301, Berhampur

Sugar Grills Nirmal Ltd.
Erode Machine Pvt. Ltd.
Alesia Dealer Pvt. Ltd.

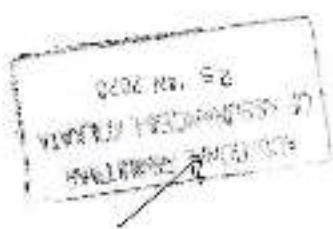

Director


2. 
Mr. Krendu Samanta
Rishra - 733120

Arya Projects Ltd.


Director

Drafted by,
Mrinal Kanti Majhi
Advocate
High Court, Calcutta
Enrolment No. F-361/2016.



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

GRN 821500114631

GBN Date: 2021-06-15 01:12

BEN : 1004225106

Payment Mecca Online Payment

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2021-05-15 20:20

DEPOSITORS DETAILS

Id No.: 180-0000000000000000

Name: _____

Context N.

Mobile No : +91 9876543210

Environ Biol Fish

644 *Environ Biol Fish*

Address : 25 SARVAT BOSCH BOMJIPOLKATA 700020

Applicant Name : Mr Richard Samanta

Office Name

Office Address

Status of Dose

Revised 1990

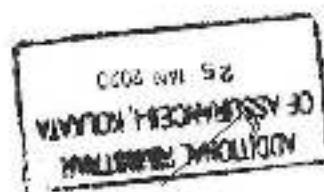
Sale Development Agreement or Construction agreement
Parcels No. 8

PAYMENT BETS 5

Sl. No.	Identifier No.	Head of Acc Description	Head of A/C	Amount (₹)
1	TEC/00000000000000000000	Priority Registration - P.R. Application	10000-00-TDS-100-00	10000
2	TEC/00000000000000000000	Priority Registration - Registration Fees	10000-00-104-107-10	10000

Total
- Periods - Before the last sentence, insert the following words:





FINGER PRINTS



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Right Hand



Left Hand



Right Hand



Left Hand



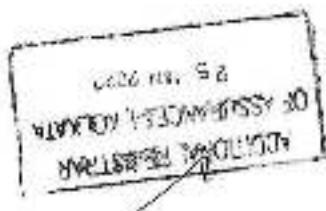
Right Panel



10 of 10



Right hand



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2024 RELEASE UNDER E.O. 14176

प्रियोन भूमिकाएँ
PRION FUNCTIONS

PERMANENT ACCOUNT NUMBER
TRANSACTION
10-1000
BROOKWOODS DRIVING SCHOOL

59-004665.

REFERENCES AND NOTES

आयकर विभाग
DOCHIEFMENT
A-EXA DEALERS PRIVATE LIMITED

2025 RELEASE UNDER E.O. 14176

Journal of Health Politics

मार्गत - मुख्यमंडप
GATE OF INDIA

नवारक्ति विनाय
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SUGAR SUGAR

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Technische Universität Wien
Wissenschaftszentrum

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आव्याकरण विभाग
INSTITUTE OF INFORMATION TECHNOLOGY

ARVIND KUMAR SARAF
SANTOSH KUMAR SAWAI

1003171961
Panjab Police Station
AJQPSE-210

भारत सरकार
GOVT. OF INDIA



Arvind
Kumar
Saraf

प्रमाणित किया गया है कि नीचे लिखे गए जातीय विवरों को अस्वीकृत रूप से प्राप्त किया गया है।
नाम : अरविंद कुमार साराफ़
जन्म दिन : 17 जुलाई 1961
जन्म स्थान : अजमेर पुलिस सेक्टर 210
प्रमाणित किया गया है कि नीचे लिखे गए जातीय विवरों को अस्वीकृत रूप से प्राप्त किया गया है।
नाम : संतोष कुमार सावाइ
जन्म दिन : 31 दिसंबर 1961
जन्म स्थान : अजमेर पुलिस सेक्टर 210

✓

DATED THIS 21st DAY OF JAN, 2020

BETWEEN

SUGAM GRUHA NIRMAAN LTD. &
OTHERS
(OWNERS)

AND

SUGAM SERENITY LLP
(DEVELOPER)

DEVELOPMENT AGREEMENT
RE : PRK. NO. 1479 KUSUMBA, P.S.
SONARPUR, DIST: 24 PARGANAS (SOUTH)





मानव विकास
Government of India

नाम सुनील कुमार बहादुर
Arvind Kumar Bahadur
पाता नं. १०३ लकड़ा
Father: Arvind Kumar Bahadur
मोबाइल: 9891111111
पुणे, महाराष्ट्र



7506 1455 3510

उपाधिकार - साधारण आवृत्ति आधार कार्ड



मानव विकास विभाग
Unique Identification Authority of India

दिनांक: 01/01/2018
र. नाम: अर्विंद कुमार बहादुर
संपर्क संख्या: 9891111111
पुणे, महाराष्ट्र, 411001
पुस्तक नं.: 7506 1455 3510

Address:

र. नाम: अर्विंद कुमार बहादुर
संपर्क संख्या: 9891111111
पुणे, महाराष्ट्र, 411001
पुस्तक नं.: 7506 1455 3510

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पुस्तक नं.: 7506 1455 3510
पुस्तक नं.: 7506 1455 3510

PERMANENT ACCOUNT NUMBER
AJQPS0820D



MR. NAME
ASHOK SARAF



FATHER'S MR. NAME
SANTOSH KUMAR SAHAI

MRI. DOB. DATE OF BIRTH
02-11-1960

MR. ADDRESS

Ashok Saraf

226/2
JALALA COLONY, PWD, JALALA

Ashok Saraf, 21/01/2020

प्रति यह कार्ड / फिल जाते हैं वह अपनी
पर्सनल सेवा भवित्व / गवर्नर बैंक
मुख्यालय के द्वारा,
दिन,
दिनी समाप्त,
संख्या - 730 050.
यह कार्ड इसके लिए उपयोग के लिए
केवल उपयोग के लिए।
अ. राज्य कमीशियर ऑफ इन्डिया,
दिल्ली,
दिल्ली राज्य सरकार
दिल्ली-११० ००८.



भारत सरकार
GOVERNMENT OF INDIA



श्रीमान् शशीक.

Ashok Saraf

जन्म तिथि: DOB: 02/11/1903

पुरुष / MALE



5399 5075 5762



MERA AADHAAR, MERI PEHACHAN

Ashok Saraf, 21/01/2020



भारतीय विशेष आधार प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:

वास्तविक नाम: Santosh Kumar Saraf
संस्कारण लिंग: स्टॉर्म-56वी
14/2 बुद्धान रोड, बालिपुर,
आलकनाड़ी,
पश्चिम बंगाल - 700027

Address

S/O: Santosh Kumar
Saraf, Sicharsh Building
Flat-BB, 14/2, Burdwan
Road, Alipore, Kolkata,
West Bengal - 700027



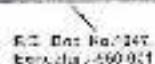
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E.C. Reg. No. 147
Bengaluru - 560 011

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

PRANAY ARYA
RAMESH KUMAR ARYA
04/07/1987
Permanent Account Number
ADBPA5728R



Signature

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info@tuf-teknik.se
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காலத்திலே காலத்திலே
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WIKI 2023 RELEASE VERSION 2.0

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ELECTION COMMISSION OF INDIA

তাৰিখে মিলি বাহ্যিক
IDENTITY CARD WB / 29 / 218 / 258543
কৰিব।



Electro's Name : Sudhanshu Samanta
 নির্বাচনী নাম : সুধান্ধু সামান্ত
 Father / Mother /
 Husband's Name : Seladeb Samanta
 পিতৃ/মাতৃ/স্ত্রীর নাম : সেলদেব সামান্ত
 Sex : Male
 লিঙ্গ : ♂
 Age as on 1.1.1995 : 25
 ১.১.১৯৯৫ এ বয়স : ৩০

Address:
 House : Rampurhat
 G.P : Jalmandi
 P.S : Dobra
 Block : Deorai
 Dist : Midnapur
 জেল : মধুপুর
 পৌরসভা : মধুপুর
 গ্রাম : মধুপুর
 পুরো : মধুপুর
 বেতা : মধুপুর

Handwritten Signature
 Electoral Registration Officer
 নির্বাচন নথিবিহু
 Par 218 - Dobra Assembly Constituency
 ৩১৮ - ডোৱা নথিবিহু নির্বাচন ক্ষেত্ৰ

Place : Midnapur
 স্থান : মধুপুর
 Date : 01.01.1995
 তাৰিখ : ০১.০১.১৯৯৫



आदार

तारतम्य
Unique Identification Authority of India
भारत सरकार

संस्कृतीय नं. (Encl. No.) : 10402054/211401

प्राप्ति नं.
प्राप्ति कोड
३८११ १५०५ १४४६
नाम : प्रिया अर्णु
गृह नाम : नेहरा एप्ट
विवरण : नेहरा एप्ट
गोदान : ७२०५०

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जात्याचार आधार नं. / Your Aadhaar No. :
3811 1505 1846

जात्याचार – साधारण भालूवर्म अधिकार



प्राप्ति नं. ३८११ १५०५ १४४६

प्राप्ति कोड
प्राप्ति नाम
प्राप्ति विवरण
प्राप्ति नं.



जात्याचार – साधारण भालूवर्म अधिकार

Priyanka Aroraमानविकी
भारत सरकार

AADHAR

ठार्ड

- १. जात्याचार गविन्दित रूपाल, भालूवर्म नाम नाम।
- २. गोदानांश रामल, जात्याचार गविन्दित नाम नाम।

INFORMATION

- १. Aadhaar is proof of identity, not of citizenship.
- २. To establish identity, authenticate online.

१. जात्याचार नाम नाम नाम।

२. जात्याचार गविन्दित नामकरण व गविन्दित विवरण नामकरण नाम।

३. Aadhaar is valid throughout the country.

४. Aadhaar will be helpful in availing Government and Non-Government services in future.



प्राप्ति नं. ३८११ १५०५ १४४६

प्राप्ति कोड
प्राप्ति नाम
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प्राप्ति नं. ३८११ १५०५ १४४६
प्राप्ति कोड
प्राप्ति नाम
प्राप्ति विवरण
प्राप्ति नं.



3811 1505 1846



Major Information of the Deed

Deed No :	I-1901-00328/2020	Date of Registration	25/01/2020
Query No / Year	1301-0000099605/2023	Office where deed is registered	
Query Date	13/01/2020 12:02:47 PM	A.R.A. - I KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Sukhendu Banerjee 26 Sarat Bose Road, Thana : Ballygunge, District : South 24-Parganas, WEST BENGAL, P. N. - 700020, Mobile No. : 9830435491, Status : Selfiler firm		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[1308] Other than Immoveable Property, Agreement [No of Agreement : 2], [4311] Other than Immoveable Property, Receipt [Rs : 50,00,000/-]	
Set Form value	Rs. 2,00,221/-	Market Value	Rs. 27,41,31,486/-
Stampduty Paid (SD)	Rs. 75.07/- (Article 48(g))	Registration Fee Paid	Rs. 53,105/- (Article E, E, B, M(s), MID, I)
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assessment slip (Urban area)		

Land Details :-

District: South 24-Parganas, P.S.- Sonarpur, Municipality: RAJPUR-SONA-RUPUR, Road: Sonarpur Station Road, Moush: Kusures, Premises No: 147B, Ward No: 07 J. No: 52, Pin Code: 700103

Sch No	Plot Number	Khasian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
1	LR-1629	LR-2831	Pukur	Pukur	20 Dec	1/-	1,15,45,452/- Property is on Road
2	LR-1635	LR-2832	Pukur	Pukur	27 Dec	1/-	1,86,35,385/- Property is on Road
3	LR-1637	LR-2833	Bastu	Bastu	28 Dec	1/-	2,52,12,117/- Property is on Road
4	LR-1633	LR-2834	Bastu	Bastu	18 Dec	1/-	1,86,15,145/- Property is on Road
5	LR-1631	LR-2831	Bastu	Bastu	8 Dec	1/-	56,18,181/- Property is on Road
6	LR-1612	LR-2832	Bastu	Bastu	8 Dec	1/-	29,05,090/- Property is on Road
7	LR-1638	LR-2833	Bastu	Bastu	8 Dec	1/-	77,57,574/- Property is on Road
8	LR-1643	LR-2834	Bastu	Bastu	8 Dec	1/-	77,57,574/- Property is on Road
9	LR-1651	LR-2831	Bastu	Bastu	18 Dec	1/-	4,65,45,446/- Property is on Road
10	LR-1632	LR-2832	Bastu	Bastu	7 Dec	1/-	67,87,878/- Property is on Road
11	LR-1652	LR-2833	Bastu	Bastu	14 Dec	1/-	1,35,76,784/- Property is on Road
12	LR-1650	LR-2831	Bastu	Bastu	19 Dec	1/-	1,64,24,238/- Property is on Road
13	LR-1653	LR-2832	Bastu	Bastu	2 Dec	1/-	19,29,384/- Property is on Road

L10	LR-1664	LR-2833	Bashu	Bashu		13 Dec	1/-	1,26,03,058/-	Property is on Road
L15	LR-1665	LR-2834	Bashu	Bashu		9 Dec	1/-	87,27,271/-	Property is on Road
L16	LR-1677	LR-2833	Bashu	Bashu		13 Dec	1/-	1,26,03,058/-	Property is on Road
L17	LR-1679	LR-2834	Bashu	Bashu		5 Dec	1/-	46,48,404/-	Property is on Road
L18	LR-1678	LR-2831	Bashu	Bashu		27 Dec	1/-	2,81,81,314/-	Property is on Road
L19	LR-1680	LR-2832	Bashu	Bashu		7 Dec	1/-	87,87,575/-	Property is on Road
L21	LR-1657	LR-2831	Bashu	Bashu		12 Dec	1/-	1,16,36,362/-	Property is on Road
		TOTAL :			298Dec	20/-	2698,18,144/-		

District: South 24 Parganas, P.S.: Sonarpur, Municipality: HAJPL, R-SONARPUR, Road: Sonarpur Station Road, Mouza: Kusumras, Pincode No: 14731, Ward No: 07 JI No: 50, Pin Code: 700103

Sch No	Plot Number	Khatian Number	Land Use	Area of Land Proposed ROR	SetForth	Market Value (In Rs.)	Market Value (In Rs.)	Other Details
L20	LR-1666	LR-2833	Bashu	Bashu	4 Dec	1/-	38,78,747/-	Property is on Road
Grand Total :				294Dec	21/-	2736,98,931/-		

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	Cn. Land L1	1938 Sq Ft.	2,00,000/-	4,34,565/-	Structure Type: Structure
	Floor No: 1, Area of floor: 1938 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 45 Years, Roof Type: Tiles Shed, Extent of Completion: Complete				
	Total :	1938 sq ft	2,00,000/-	4,34,565/-	

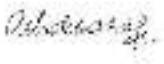
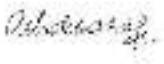
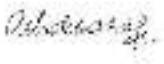
Land Lord Details :

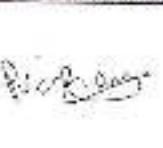
Sl No	Name,Address,Photo,Finger print and Signature
1	Sugam Griha Nirman Private Limited 25 SARAT BOSE ROAD, P.O:- ELGINE ROAD, P.S:- Ballygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700020 , PAN No.: AACFG87554N,Aadhaar No: Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
2	ERODE MERCHANTS PRIVATE LTD TED 25 SARAT BOSE ROAD P.O:- ELGINE ROAD, P.S - Ballygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700020 , PAN No.: AAACE5513F,Aadhaar No: Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
3	ALEXIA DEALERS PRIVATE LIMITED 25 SARAT BOSE ROAD, P.O:- ELGINE ROAD, P.S - Ballygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700020 , PAN No.: AVGCA0632L,Aadhaar No: Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
4	ARYA PROJECTS LIMITED 2 GANESH CHANDRA AVENUE, P.O:- EWBBAZAR, P.S:- Bowbazar, District-Kolkata, West Bengal, India, PIN - 700012 , PAN No.: AACCA1732C,Aadhaar No: Not Provided by U IDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	SUGAM SERENITY LLP 26 SARAT BOSE ROAD P.O - ELGINE ROAD, P.S - Bullygunge, District-South 24-Parganas, West Bengal, India, PIN - 700020 , PAN No.: ADGFS2909B,Aadhaar No Not Provided by UIDAI, Status : Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td>Mr ARVIND KUMAR SARAF Son of Late SANTOSH KUMAR SARAF Date of Execution - 21/01/2020, Admitted by: Self, Date of Admission: 25/01/2020, Place of Admission of Execution: Office</td> <td></td> <td></td> <td></td> </tr> <tr> <td>25 SARAT BOSE ROAD, P.O:- ELGINE ROAD, P.S - Bullygunge, District-South 24-Parganas, West Bengal, India, PIN - 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AJQPS0821C,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Sugam Griha Nirman Private Limited (as DIRECTOR), ERODE MERCHANTS PRIVATE LIMITED (as DIRECTOR), ALEXIA DEALERS PRIVATE LIMITED (as DIRECTOR)</td> <td>21/01/2020 11:45 AM</td> <td>11/01/2020</td> <td>20200202</td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Mr ARVIND KUMAR SARAF Son of Late SANTOSH KUMAR SARAF Date of Execution - 21/01/2020, Admitted by: Self, Date of Admission: 25/01/2020, Place of Admission of Execution: Office				25 SARAT BOSE ROAD, P.O:- ELGINE ROAD, P.S - Bullygunge, District-South 24-Parganas, West Bengal, India, PIN - 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AJQPS0821C,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Sugam Griha Nirman Private Limited (as DIRECTOR), ERODE MERCHANTS PRIVATE LIMITED (as DIRECTOR), ALEXIA DEALERS PRIVATE LIMITED (as DIRECTOR)	21/01/2020 11:45 AM	11/01/2020	20200202
Name	Photo	Finger Print	Signature										
Mr ARVIND KUMAR SARAF Son of Late SANTOSH KUMAR SARAF Date of Execution - 21/01/2020, Admitted by: Self, Date of Admission: 25/01/2020, Place of Admission of Execution: Office													
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2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td>Mr ASHOK SARAF (Presentant) Son of Late SANTOSH KUMAR SARAF Date of Execution - 21/01/2020, Admitted by: Self, Date of Admission: 25/01/2020, Place of Admission of Execution: Office</td> <td></td> <td></td> <td></td> </tr> <tr> <td>26 SARAT BOSE ROAD, P.O:- ELGINE ROAD, P.S:- Bullygunge, District-South 24-Parganas, West Bengal, India, PIN - 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AJQPS0820D,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SUGAM SERENITY LLP</td> <td>21/01/2020 11:45 AM</td> <td>11/01/2020</td> <td>20200202</td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Mr ASHOK SARAF (Presentant) Son of Late SANTOSH KUMAR SARAF Date of Execution - 21/01/2020, Admitted by: Self, Date of Admission: 25/01/2020, Place of Admission of Execution: Office				26 SARAT BOSE ROAD, P.O:- ELGINE ROAD, P.S:- Bullygunge, District-South 24-Parganas, West Bengal, India, PIN - 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AJQPS0820D,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SUGAM SERENITY LLP	21/01/2020 11:45 AM	11/01/2020	20200202
Name	Photo	Finger Print	Signature										
Mr ASHOK SARAF (Presentant) Son of Late SANTOSH KUMAR SARAF Date of Execution - 21/01/2020, Admitted by: Self, Date of Admission: 25/01/2020, Place of Admission of Execution: Office													
26 SARAT BOSE ROAD, P.O:- ELGINE ROAD, P.S:- Bullygunge, District-South 24-Parganas, West Bengal, India, PIN - 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AJQPS0820D,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SUGAM SERENITY LLP	21/01/2020 11:45 AM	11/01/2020	20200202										

Name	Photo	Finger Print	Signature
Mr Pranay Arya Son of Mr. Ramnath Kumar Arya Date of Execution - 25/01/2020, , Admitted Lyc Self Date of Admission: 25/01/2020, Place of Admission or Execution: Office	 Ae 25/01/2020 11:42 AM	 1/25/2020	 Ae 25/01/2020
2 GANESH CHANDRA AVENUE, P.O:- BOWBAZAR, P.S:- Bowbazar, District:-Kolkata, West Bengal, India, PIN - 700012, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ADDPA5728R, Aadhaar No: Not Provided by UIDAI Status : Representative, Representative of : ARYA PROJECTS LIMITED (as DIRECTOR)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SUKHENDU SAMANTA Son of Mr. SA-ABED SAMANTA RAMPUR KALIAK, P.O:- SHYAMCHAH, P.S:- Daxia, Di-Iing,-Asansol Mymensingh, West Bengal, India, PIN - 721301	 25/01/2020	 25/01/2020	 25/01/2020

Member Of Mr ARVIND KUMAR SAHA, Mr ABHICK SAHA, Mr Pranay Arya

Transfer of property for L1

Sl.No	From	To, with area (Name-Area)
1	Sugam Grha Nirman Private Limited	SUGAM SERENITY LLP-5 Dec
2	ERODE MERCHANTS PRIVATE LIMITED	SUGAM SERENITY LLP-5 Dec
3	ALEXIA DEALERS PRIVATE LIMITED	SUGAM SERENITY LLP-5 Dec
4	ARYA PROJECTS LIMITED	SUGAM SERENITY LLP-5 Dec

Transfer of property for L10

Sl.No	From	To, with area (Name-Area)
1	Sugam Grha Nirman Private Limited	SUGAM SERENITY LLP-1.75 Dec
2	ERODE MERCHANTS PRIVATE LIMITED	SUGAM SERENITY LLP-1.75 Dec
3	ALEXIA DEALERS PRIVATE LIMITED	SUGAM SERENITY LLP-1.75 Dec
4	ARYA PROJECTS LIMITED	SUGAM SERENITY LLP-1.75 Dec

Transfer of property for L11

Sl.No	From	To, with area (Name-Area)
1	Sugam Grha Nirman Private Limited	SUGAM SERENITY LLP-5.5 Dec

1	ERODE MERCHANTS PRIVATE LIMITED	SUGAM SERENITY LLP-3.5 Dec
2	ALEXIA DEALERS PRIVATE LIMITED	SUGAM SERENITY LLP-3.5 Dec
3	ARYA PROJECTS LIMITED	SUGAM SERENITY LLP-3.5 Dec
Transfer of property for L12		
Sl.No	From	To, with area (Name-Area)
1	Sugam G+the Nirman Private Limited	SUGAM SERENITY LLP-4.75 Dec
2	ERODE MERCHANTS PRIVATE LIMITED	SUGAM SERENITY LLP-4.75 Dec
3	ALEXIA DEALERS PRIVATE LIMITED	SUGAM SERENITY LLP-4.75 Dec
4	ARYA PROJECTS LIMITED	SUGAM SERENITY LLP-4.75 Dec
Transfer of property for L13		
Sl.No	From	To, with area (Name-Area)
1	Sugam G+the Nirman Private Limited	SUGAM SERENITY LLP-0.5 Dec
2	ERODE MERCHANTS PRIVATE LIMITED	SUGAM SERENITY LLP-0.5 Dec
3	ALEXIA DEALERS PRIVATE LIMITED	SUGAM SERENITY LLP-0.5 Dec
4	ARYA PROJECTS LIMITED	SUGAM SERENITY LLP-0.5 Dec
Transfer of property for L14		
Sl.No	From	To, with area (Name-Area)
1	Sugam G+the Nirman Private Limited	SUGAM SERENITY LLP-3.25 Dec
2	ERODE MERCHANTS PRIVATE LIMITED	SUGAM SERENITY LLP-3.25 Dec
3	ALEXIA DEALERS PRIVATE LIMITED	SUGAM SERENITY LLP-3.25 Dec
4	ARYA PROJECTS LIMITED	SUGAM SERENITY LLP-3.25 Dec
Transfer of property for L15		
Sl.No	From	To, with area (Name-Area)
1	Sugam G+the Nirman Private Limited	SUGAM SERENITY LLP-2.25 Dec
2	ERODE MERCHANTS PRIVATE LIMITED	SUGAM SERENITY LLP-2.25 Dec
3	ALEXIA DEALERS PRIVATE LIMITED	SUGAM SERENITY LLP-2.25 Dec
4	ARYA PROJECTS LIMITED	SUGAM SERENITY LLP-2.25 Dec
Transfer of property for L16		
Sl.No	From	To, with area (Name-Area)
1	Sugam G+the Nirman Private Limited	SUGAM SERENITY LLP-3.25 Dec

4	ERODE MERCHANTS PRIVATE LIMITED	SUGAM SERENITY LLP-3.25 Dec
3	ALEXIA DEALERS PRIVATE LIMITED	SUGAM SERENITY LLP-3.25 Dec
4	ARYA PROJECTS LIMITED	SUGAM SERENITY LLP-3.25 Dec

Transfer of property for L17

Sl.No	From	To, with area (Name-Area)
1	Sugam Grha Nirmalan Private Limited	SUGAM SERENITY LLP-1.25 Dec
2	ERODE MERCHANTS PRIVATE LIMITED	SUGAM SERENITY LLP-1.25 Dec
3	ALEXIA DEALERS PRIVATE LIMITED	SUGAM SERENITY LLP-1.25 Dec
4	ARYA PROJECTS LIMITED	SUGAM SERENITY LLP-1.25 Dec

Transfer of property for L18

Sl.No	From	To, with area (Name-Area)
1	Sugam Grha Nirmalan Private Limited	SUGAM SERENITY LLP-6.75 Dec
2	ERODE MERCHANTS PRIVATE LIMITED	SUGAM SERENITY LLP-6.75 Dec
3	ALEXIA DEALERS PRIVATE LIMITED	SUGAM SERENITY LLP-6.75 Dec
4	ARYA PROJECTS LIMITED	SUGAM SERENITY LLP-6.75 Dec

Transfer of property for L19

Sl.No	From	To, with area (Name-Area)
1	Sugam Grha Nirmalan Private Limited	SUGAM SERENITY LLP-1.75 Dec
2	ERODE MERCHANTS PRIVATE LIMITED	SUGAM SERENITY LLP-1.75 Dec
3	ALEXIA DEALERS PRIVATE LIMITED	SUGAM SERENITY LLP-1.75 Dec
4	ARYA PROJECTS LIMITED	SUGAM SERENITY LLP-1.75 Dec

Transfer of property for L20

Sl.No	From	To, with area (Name-Area)
1	Sugam Grha Nirmalan Private Limited	SUGAM SERENITY LLP-1 Dec

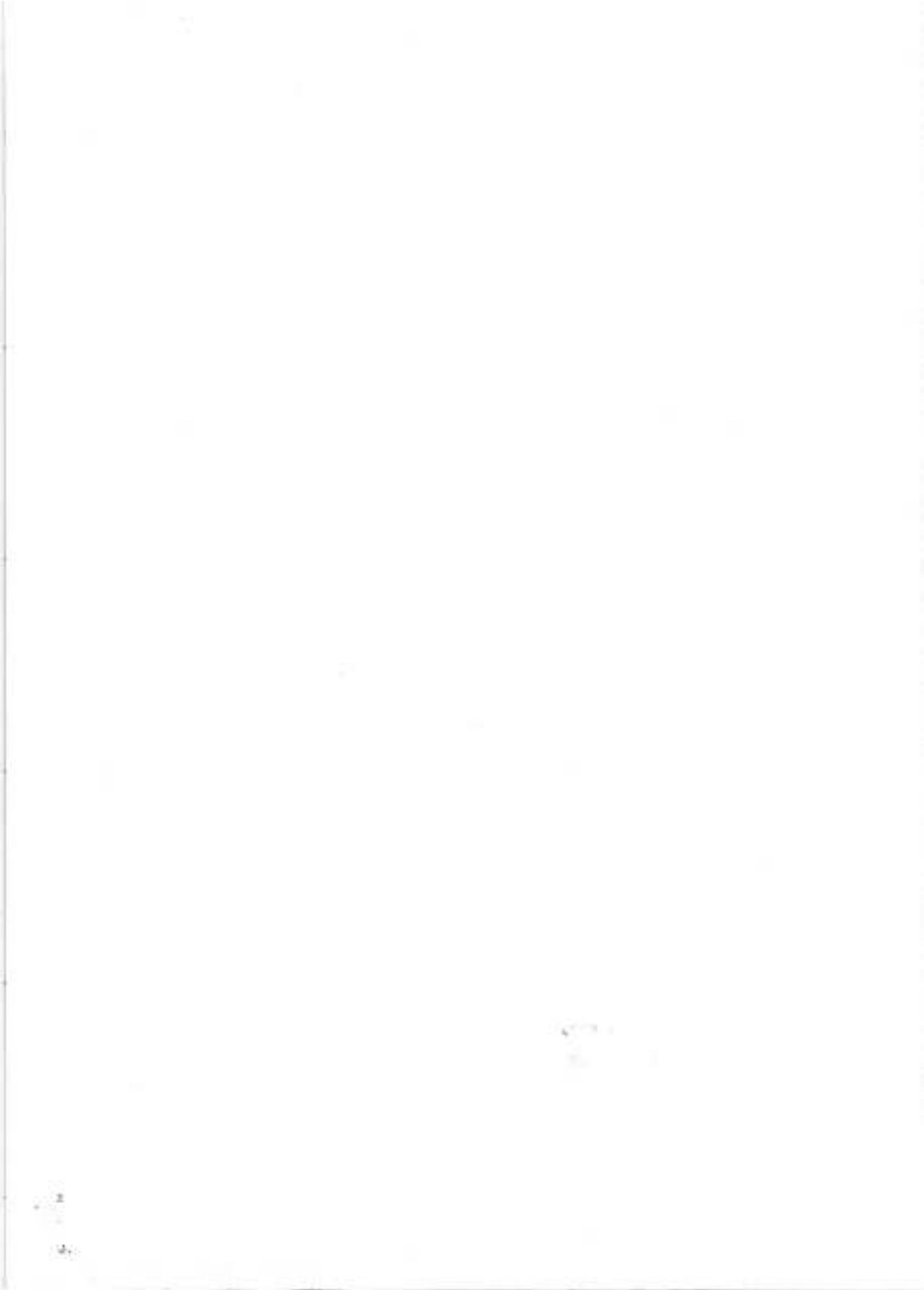
1	ERODE MERCHANTS PRIVATE LIMITED	SUGAM SERENITY LLP-1 Dec
3	ALEXIA DEALERS PRIVATE LIMITED	SUGAM SERENITY LLP-1 Dec
4	ARYA PROJECTS LIMITED	SUGAM SERENITY LLP-1 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Sugam Grha Nirman Private Limited	SUGAM SERENITY LLP-3 Dec
2	ERODE MERCHANTS PRIVATE LIMITED	SUGAM SERENITY LLP-3 Dec
3	ALEXIA DEALERS PRIVATE LIMITED	SUGAM SERENITY LLP-3 Dec
4	ARYA PROJECTS LIMITED	SUGAM SERENITY LLP-3 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Sugam Grha Nirman Private Limited	SUGAM SERENITY LLP-4.5 Dec
2	ERODE MERCHANTS PRIVATE LIMITED	SUGAM SERENITY LLP-4.5 Dec
3	ALEXIA DEALERS PRIVATE LIMITED	SUGAM SERENITY LLP-4.5 Dec
4	ARYA PROJECTS LIMITED	SUGAM SERENITY LLP-4.5 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	Sugam Grha Nirman Private Limited	SUGAM SERENITY LLP-4 Dec
2	ERODE MERCHANTS PRIVATE LIMITED	SUGAM SERENITY LLP-4 Dec
3	ALEXIA DEALERS PRIVATE LIMITED	SUGAM SERENITY LLP-4 Dec
4	ARYA PROJECTS LIMITED	SUGAM SERENITY LLP-4 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	Sugam Grha Nirman Private Limited	SUGAM SERENITY LLP-1.5 Dec
2	ERODE MERCHANTS PRIVATE LIMITED	SUGAM SERENITY LLP-1.5 Dec
3	ALEXIA DEALERS PRIVATE LIMITED	SUGAM SERENITY LLP-1.5 Dec
4	ARYA PROJECTS LIMITED	SUGAM SERENITY LLP-1.5 Dec
Transfer of property for L6		
Sl.No	From	To. with area (Name-Area)
1	Sugam Grha Nirman Private Limited	SUGAM SERENITY LLP-0.75 Dec

5	ERODE MERCHANTS PRIVATE LIMITED	SUGAM SERENITY LLP-0.76 Dec
6	ALEXIA DEALERS PRIVATE LIMITED	SUGAM SERENITY LLP-0.76 Dec
7	ARYA PROJECTS LIMITED	SUGAM SERENITY LLP-0.76 Dec
Transfer of property for L7		
Sl.No	From	To, with area (Name-Area)
1	Sugam Bitha Nimesh Private Limited	SUGAM SERENITY LLP-2 Dec
2	ERODE MERCHANTS PRIVATE LIMITED	SUGAM SERENITY LLP-2 Dec
3	ALEXIA DEALERS PRIVATE LIMITED	SUGAM SERENITY LLP-2 Dec
4	ARYA PROJECTS LIMITED	SUGAM SERENITY LLP-2 Dec
Transfer of property for L8		
Sl.No	From	To, with area (Name-Area)
1	Sugam Bitha Nimesh Private Limited	SUGAM SERENITY LLP-2 Dec
2	ERODE MERCHANTS PRIVATE LIMITED	SUGAM SERENITY LLP-2 Dec
3	ALEXIA DEALERS PRIVATE LIMITED	SUGAM SERENITY LLP-2 Dec
4	ARYA PROJECTS LIMITED	SUGAM SERENITY LLP-2 Dec
Transfer of property for L9		
Sl.No	From	To, with area (Name-Area)
1	Sugam Bitha Nimesh Private Limited	SUGAM SERENITY LLP-12 Dec
2	ERODE MERCHANTS PRIVATE LIMITED	SUGAM SERENITY LLP-12 Dec
3	ALEXIA DEALERS PRIVATE LIMITED	SUGAM SERENITY LLP-12 Dec
4	ARYA PROJECTS LIMITED	SUGAM SERENITY LLP-12 Dec
Transfer of property for S1		
Sl.No	From	To, with area (Name-Area)
1	Sugam Bitha Nimesh Private Limited	SUGAM SERENITY LLP-499.50000000 Sc Pt
2	ERODE MERCHANTS PRIVATE LIMITED	SUGAM SERENITY LLP-499.50000000 Sc Pt
3	ALEXIA DEALERS PRIVATE LIMITED	SUGAM SERENITY LLP-499.50000000 Sc Pt
4	ARYA PROJECTS LIMITED	SUGAM SERENITY LLP-499.60000000 Sc Pt

Land Details as per Land Record

District: South 24-Parganas, P.S.: Sonarpur, Municipality: RAJPLUR-SONARPUR, Road: Sonarpur Station Road, Mouza: Kusumba, Premises No: 1479, Ward No: 07 J No: 53, Pin Code: 700103

Sch No	Plot & Khelan Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1629, LR Khellan No:- 2831	Owner:সুম কুমাৰ নিমান প্ৰি. লিমিটেড, Address:2/5 পাহুং ঘোষ রোড, কোল-20 Classification:বাস্তু, Area:0.01000000 Acre,	Sugar Grha Nimaan Private Limited
L2	LR Plot No:- 1630, LR Khellan No:- 2832	Owner:অ্যালিজিয়া লিমিটেড এণ্ড প্ৰিমিটেড, Address:2/5 পাহুং ঘোষ রোড, কোল-20, Classification:বাস্তু, Area:0.07000000 Acre,	ALEXIA DEALERS PRIVATE LIMITED
L3	LR Plot No:- 1624, LR Khellan No:- 2833	Owner:অ্যালিজিয়া লিমিটেড এণ্ড প্ৰিমিটেড, Address:2/5 পাহুং ঘোষ রোড, কোল-20, Classification:বাস্তু, Area:0.07000000 Acre,	ERODE MERCHANTS PRIVATE LIMITED
L4	LR Plot No:- 1633, LR Khellan No:- 2834	Owner:অ্যালিজিয়া লিমিটেড, Address:2, কোল-চৰ এলিমেন্ট, কোলকাতা-700 013 Classification:বাস্তু, Area:0.04000000 Acre,	ARYA PROJECTS LIMITED
L5	LR Plot No:- 1631, LR Khellan No:- 2831	Owner:সুম কুমাৰ নিমান প্ৰি. লিমিটেড, Address:2/5 পাহুং ঘোষ রোড, কোল-20 Classification:বাস্তু, Area:0.02000000 Acre,	Sugar Grha Nimaan Private Limited
L6	LR Plot No:- 1612, LR Khellan No:- 2832	Owner:অ্যালিজিয়া লিমিটেড এণ্ড প্ৰিমিটেড Address:2/5 পাহুং ঘোষ রোড, কোল-20, Classification:বাস্তু, Area:0.01000000 Acre,	ALEXIA DEALERS PRIVATE LIMITED
L7	LR Plot No:- 1638, LR Khellan No:- 2838	Owner:অ্যালিজিয়া লিমিটেড এণ্ড প্ৰিমিটেড Address:2/5 পাহুং ঘোষ রোড, কোল-20, Classification:বাস্তু, Area:0.02000000 Acre,	ERODE MERCHANTS PRIVATE LIMITED
L8	LR Plot No:- 1640, LR Khellan No:- 2834	Owner:অ্যালিজিয়া লিমিটেড, Address:2, কোল-চৰ এলিমেন্ট, কোলকাতা-700 013 Classification:বাস্তু, Area:0.02000000 Acre,	ARYA PROJECTS LIMITED
L9	LR Plot No:- 1651, LR Khellan No:- 2831	Owner:সুম কুমাৰ নিমান প্ৰি. লিমিটেড, Address:2/5 পাহুং ঘোষ রোড, কোল-20 Classification:বাস্তু, Area:0.12000000 Acre,	Sugar Grha Nimaan Private Limited
L10	LR Plot No:- 1632, LR Khellan No:- 2832	Owner:অ্যালিজিয়া লিমিটেড এণ্ড প্ৰিমিটেড Address:2/5 পাহুং ঘোষ রোড, কোল-20, Classification:বাস্তু, Area:0.02000000 Acre,	ALEXIA DEALERS PRIVATE LIMITED
L11	LR Plot No:- 1652, LR Khellan No:- 2834	Owner:অ্যালিজিয়া লিমিটেড এণ্ড প্ৰিমিটেড Address:2/5 পাহুং ঘোষ রোড, কোল-20, Classification:বাস্তু, Area:0.34000000 Acre,	ERODE MERCHANTS PRIVATE LIMITED



L12	LR Plot No:- 1653, LR Khatal No:- 2831	Owner: श्रीमति श्री निर्मल पांडिया, Address: 2/5 खाट यास जोड़-20, Classification: घर, Area:0.05000000 Acre,	Sugam Ganga Nirman Private Limited
L13	LR Plot No:- 1652, LR Khatal No:- 2832	Owner: अलेक्सिया डिलेस एंड लिमिटेड, Address: 2/5 खाट यास जोड़-20, Classification: घर, Area:0.01000000 Acre,	ALEXIA DEALERS PRIVATE LIMITED
L14	LR Plot No:- 1654, LR Khatal No:- 2833	Owner: इरोडे मर्चेंट्स प्राईवेट लिमिटेड, Address: 2/5 खाट यास जोड़-20, Classification: घर, Area:0.03000000 Acre,	ERODE MERCHANTS PRIVATE LIMITED
L15	LR Plot No:- 1655, LR Khatal No:- 2834	Owner: अर्या प्रोजेक्ट्स लिमिटेड, Address: 2/5 खाट यास जोड़-20, Classification: घर, Area:0.02000000 Acre,	ARYA PROJECTS LIMITED
L16	LR Plot No:- 1677, LR Khatal No:- 2853	Owner: इरोडे मर्चेंट्स प्राईवेट लिमिटेड, Address: 2/5 खाट यास जोड़-20, Classification: घर, Area:0.03000000 Acre,	ERODE MERCHANTS PRIVATE LIMITED
L17	LR Plot No:- 1679, LR Khatal No:- 2854	Owner: अर्या प्रोजेक्ट्स लिमिटेड, Address: 2/5 खाट यास जोड़-20, Classification: घर, Area:0.01000000 Acre,	ARYA PROJECTS LIMITED
L18	LR Plot No:- 1678, LR Khatal No:- 2831	Owner: श्रीमति श्री निर्मल पांडिया, Address: 2/5 खाट यास जोड़-20, Classification: घर, Area:0.07000000 Acre,	Sugam Ganga Nirman Private Limited
L19	LR Plot No:- 1680, LR Khatal No:- 2832	Owner: अलेक्सिया डिलेस एंड लिमिटेड, Address: 2/5 खाट यास जोड़-20, Classification: घर, Area:0.02000000 Acre,	ALEXIA DEALERS PRIVATE LIMITED
L21	LR Plot No:- 1657, LR Khatal No:- 2831	Owner: श्रीमति श्री निर्मल पांडिया, Address: 2/5 खाट यास जोड़-20, Classification: घर, Area:0.08000000 Acre,	Sugam Ganga Nirman Private Limited

District: South 24-Parganas, P.S.: Sonarpur, Municipality: RAJPLR-SONARPUR, Road: Sonarpur Station Road, Mains: Kaveri, Premises No: 1479/1, Ward No: 07, J. No: 50, Pin Code : 700103

Sch No	Plot & Khatal Number	Details Of Land	Owner name in English as selected by Applicant
L20	LR Plot No:- 1656, LR Khatal No:- 2833	Owner: इरोडे मर्चेंट्स प्राईवेट लिमिटेड, Address: 2/5 खाट यास जोड़-20, Classification: घर, Area:0.04000000 Acre,	ERODE MERCHANTS PRIVATE LIMITED

On 21-01-2020

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 27,41,37,493/-

W.
Sarkar

Durbas Palta

ADDITIONAL REGISTRAR OF ASSURANCE

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

Kolkata, West Bengal

On 25-01-2020

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 : 46 (g) of Indian Stamp Act 1899.

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

Presented for registration a. 11.17 hrs. on 25-01-2020, at the Office of the A.R.A. - I KOLKATA by Mr. ASHOK SARAF.

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

Execution is admitted on 25-01-2020 by Mr Pranay Arya, DIRECTOR, ARYA PROJECTS LIMITED, 2 GANESH CHANDRA AVENUE, P.O:- DOWBAZAR, P.S - Bowbazar, District-Kolkata, West Bengal, India, PIN - 700012

Incited by Mr SUKHENDU SAMANTA, . Son of Mr SAHADES SAMANTA, RAVIPURCHAK, P.O: SHYAMCHAK, Thana: Debra, , Peochim Midnapore, WEST BENGAL, India, PIN - 721301 by caste: Hindu, by profession Service

Execution is admitted on 25-01-2020 by Mr ARVIND KUMAR SARAF, DIRECTOR, Sugam Oilie Nirman Private Limited, 2/6 SARAT BOSE ROAD, P.O: ELGINE ROAD, P.S - Bulygunge, District-South 24-Parganas, West Bengal, India, PIN - 700020; DIRECTOR, ERICDF MERCHANTS PRIVATE LIMITED, 2/6 SARAT BOSE ROAD, P.O: ELGINE ROAD, P.S - Bulygunge, District-South 24-Parganas, West Bengal, India, PIN - 700020; DIRECTOR, ALEXIA DEALERS PRIVATE LIMITED, 2/6 SARAT BOSE ROAD, P.O: ELGINE ROAD, P.S - Bulygunge, District-South 24-Parganas, West Bengal, India, PIN - 700020

Incited by Mr SUKHENDU SAMANTA, . Son of Mr SAHADES SAMANTA, RAVIPURCHAK, P.O: SHYAMCHAK, Thana: Debra, , Peochim Midnapore, WEST BENGAL, India, PIN - 721301 by caste: Hindu, by profession Service

Executor is admitted on 25-01-2020 by Mr ASHOK SARAF,

Incited by Mr SUKHENDU SAMANTA, . Son of Mr SAHADES SAMANTA, RAVIPURCHAK, P.O: SHYAMCHAK, Thana: Debra, , Peochim Midnapore, WEST BENGAL, India, PIN - 721301 by caste: Hindu, by profession Service

Payment of Fees

Certified that regular Registration Fees payable for this document is Rs 50,105/- (S = Rs 60,000/- + E = Rs 21/-) + Rs 514/- (M = Rs 25/-, Mil = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 50,105/-

Description of Online Payment using Government Receipt Portal System (GRPS), Finance Department, Govt. of WB
Online on 22/01/2020 03:24PM with Govt. Ref. No: 192019200131454731 on 22-01-2020, Amount Rs: 50,105/-, Bank: HDFC Bank (HU-GX000014), Ref. No: 1004020106 cr 22-01-2020, Head of Account 0022-03-104-021-16

Payment or Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75.02/- and Stamp Duty paid by Stamps Rs 50/-, by online - Rs 75.02/-.

- Description of Stamp

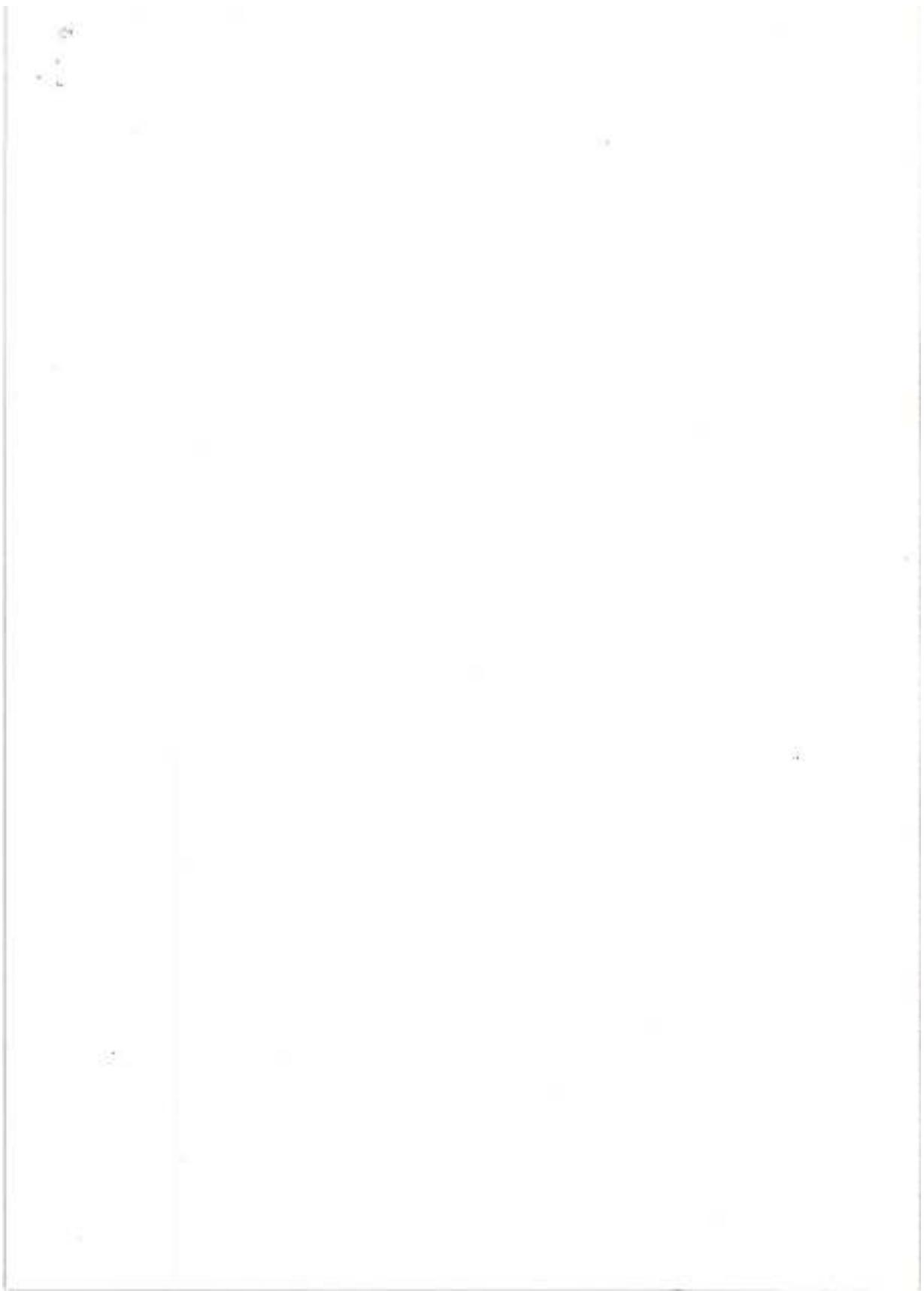
1. Stamp: Type: Impressed, Serial no 50876, Amount: Rs.50/-, Date of Purchase: 21/09/2019, Vendor name: S. CHANDA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 22/01/2020 3:34PM with Govt. Ref. No.: 192019200131454731 on 22-01-2020, Amount Rs: 75.02/-, Bank: HDFC Bank (HDFC0000014), Ref. No.: 1004628109 on 22-01-2020, Head of Account 0030-02-103-003 12

Debasis Patra

ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA

Kolkata, West Bengal



(This document is digitally signed.)

West Bengal

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

ADDITIONAL REGISTRAR OF INSURANCE

(Debasis Patra) 2020/02/05 12:49:57 PM

Digital Signature of DEBASIS PATRA
Reason: Digital Signing of Deed
Date: 2020/02/05 12:49:57 +0530



being No 190100323 for the year 2020.

Volume number 1901-2020, Page from 16852 to 16917

Registered in Book - I

Certificate of Registration under section 60 and Rule 69.