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पश्चिम बंगाल WEST BENGAL

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Handwritten date: 20.4.15

THIS AGREEMENT made this 20th day of April Two Thousand Fifteen
 BETWEEN (1) **WELL WISHER TREXIM PRIVATE LIMITED** (PAN AAACW2301H)
 an existing Company within the meaning of the Companies Act, 1956 having its
 Registered Office at 27, Brabourne Road, P.O - GPO, Police Station- Hare

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105965 03 MAR 2015

No.	Case No.	03 MAR 2015
Sold to	ANUSHREE BANERJEE	C.M. S. Court
Address	L.S. VENDOR (O.S.)	High Court Street
Rs.	ANUSHREE BANERJEE	
	L.S. VENDOR (O.S.)	
	HIGH COURT, KOLKATA-700 001	

03 MAR 2015



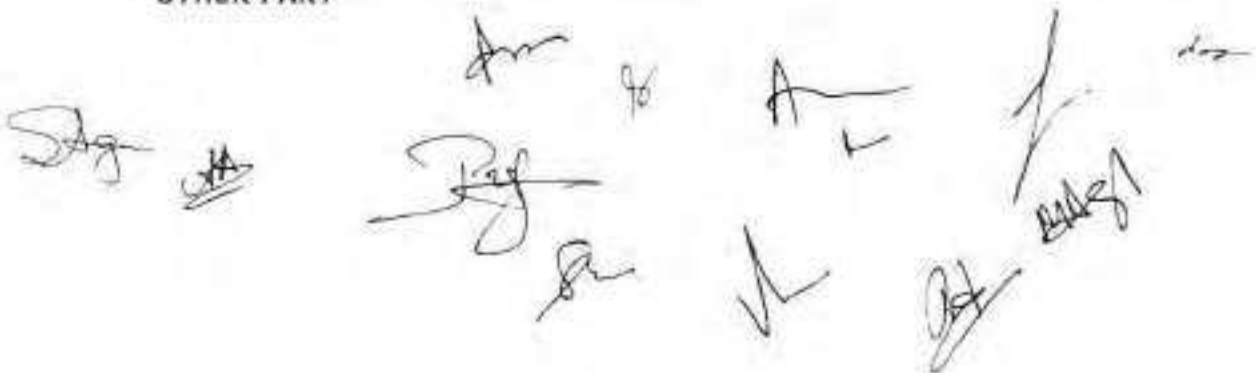
Vivek Jhaunhan Wala
 S/o - Dipankar Jhaunhan Wala
 23, Harish Mukherjee Road
 Kal - 25
 P.S. - Bhawanipore
 P.O. Kaliahat
 Dist - 24 pgs (South)
 Occ - Service

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Street, Kolkata-700001, represented by its Director Piyush Agrawal (PAN ADDPA5887F) son of Brahmanand Agarwala occupation- Business, by Nationality- Indian, residing at, P-10 New Howrah Bridge Approach Road, P.O - GPO, Police Station - Burrabazar, Kolkata 700001 **(2) ABINASH MORE (HUF)** (PAN AAGHA8506D), a Hindu Undivided Family having its Office at 18/A Mayfair Road, P.O - Ballygunje, Police Station - Karaya, Kolkata 700019 and represented by its Karta, Abinash More, (AEAPM8458A) son of Sri Rajendra Prasad Agarwala occupation- Business, by Nationality- Indian, residing at 18/A Mayfair Road, P.O - Ballygunje, Police Station- Karaya, Kolkata 700019, **(3) BIHARIJI BARTER PRIVATE LIMITED** (PAN AADCB7942G) an existing Company within the meaning of the Companies Act, 1956 having its Registered Office at 27, Brabourne Road, P.O - GPO, Police Station- Hare Street, Kolkata - 700001, represented by its Director Nirmal Kumar Agarwala (PAN ACOPA6880J) son of Mamraj Agarwala occupation- Business, by Nationality- Indian, residing at, P-10 New Howrah Bridge Approach Road, P.O - GPO, Police Station Burrabazar, Kolkata 700001 **(4) AROHI VANIJYA PRIVATE LIMITED** (PAN AAICA5644D) an existing Company within the meaning of the Companies Act, 1956 having its Registered Office at 14, Netaji Subhash Road, P.O - G.P.O, Police Station - Hare Street, Kolkata-700001, represented by its Director Bijay Kumar Agarwala (PAN ACLPA2172Q) son of Late Ram Prasad Agarwala occupation- Business, by Nationality- Indian, residing at 35A, Ballygunj Park, P.O.- Karaya, Police Station- Ballygunj, Kolkata 700019, **(5) AKASH AGARWAL** (PAN ATNPA0148H) son of Sri Saroj Kumar Agarwala occupation- Business, by Nationality- Indian residing at P-10, New Howrah Bridge Approach Road, P.O. - GPO, Police Station-Burrabazar, Kolkata 700001, **(6) RIYA PROJECTS PRIVATE LIMITED** (PAN AAECR8645R) an existing Company within the meaning of the Companies Act, 1956 having its Registered Office at 27, Brabourne Road, , P.O - GPO, Police Station-Hare Street, Kolkata-700001, represented by its Director Sri Siddhartha Bhalotia (PAN ADIPB6092L) son of Ram Gopal Bhalotia occupation- Business, by Nationality- Indian residing at 32A, Bedon Row, P.O - Bedon Street, Police Station - Burtolla, Kolkata 700006 **(7) SMT. ANITA AGARWALA** (PAN ACGPA1807K) wife of Sri Nirmal Kumar Agarwala occupation- Business, by Nationality- Indian, residing at P-10, New Howrah Bridge Approach Road, P.O - GPO, Police Station- Burrabazar, Kolkata 700001, **(8) SMT. SUMITA AGARWALA** (PAN ADDPA5863F) wife of Sri Brahmanand Agarwala occupation- Business, by Nationality- Indian, residing at P-10, New Howrah Bridge Approach Road, P.O - GPO, Police Station - Burrabazar, Kolkata 700001, **(9) SMT. MEGHA AGARWALA** (PAN ASQPS3627M) wife of Sri Piyush Agarwala occupation- Business,

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by Nationality- Indian residing at P-10, New Howrah Bridge Approach Road, P.O - GPO, Police Station - Burrabazar, Kolkata 700001, (10) **SMT. RENUKA AGARWAL** (PAN AFKPA6259A) wife of Sri Saroj Kumar Agarwal residing at P-10, New Howrah Bridge Approach Road, occupation- Business, by Nationality- Indian, P.O - GPO, Police Station - Burrabazar, Kolkata 700001, (11) **MADHUSUDAN BARTER PRIVATE LIMITED** (PAN AAGCM5938E) an existing Company within the meaning of the Companies Act, 1956 having its Registered Office at 14, Netaji Subhash Road, P.O - GPO, Police Station - Hare Street, Kolkata-700001, represented by its Director Mr. Ashish More (PAN AFNPM4609M) son of Rajendra Prasad Agarwala occupation- Business, by Nationality- Indian, residing at 18A, Mayfair Road, P.O - Ballygunje, Police Station - Karaya, Kolkata 700019, (12) **RAJENDRA PRASAD AGARWAL (HUF)** (PAN AAHHR0098C), a Hindu Undivided Family having its Office at 18/A Mayfair Road, P.O - Ballygunje, Police Station - Karaya Road, Kolkata 700019, represented by its Karta Sri Rajendra Prasad Agarwal (PAN ACJPA0807G) son of Late Ram Prasad Agarwala occupation- Business, by Nationality- Indian, residing at 18/A Mayfair Road, P.O - Ballygunje, Police Station - Karaya, Kolkata 700019 and (13) **BIJAY KUMAR AGARWAL (HUF)** (PAN AAEHB3373D), a Hindu Undivided Family having its Office at 35A, Ballygunje Park, P.O - Karaya, Police Station - Ballygunje, Kolkata 700019, represented by its Karta Sri Bijay Kumar Agarwala (PAN ACLPA2172Q) son of Late Ram Prasad Agarwal occupation- Business, by Nationality- Indian, residing at 35A, Ballygunje Park, P.O - Karaya, Police Station Ballygunj, Kolkata 700019 all hereinafter collectively referred to as "the **OWNERS**" (which term or expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include, as applicable, their and each of their respective constituents successors successors-in-office heirs executors administrators and legal representatives) of the **ONE PART; AND MANI ENCLAVE PRIVATE LIMITED** (PAN AAECM1910C), a Company incorporated under the provisions of the Companies Act, 1956 having its Registered Office at No.11/1 Sunny Park, 1st Floor, P.S. Ballygunge, P.O. Ballygunge, Kolkata 700019, represented by its Director, Shri Sameer Agarwal (PAN ADYPA4896M) son of Shri Vikram Chand Agarwal residing at Maniam, 3/2A, Garcha 1st Lane, Flat No.4B, P.S.Gariahat, P.O.Gariahat, Kolkata 700019, hereinafter referred to as "the **DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and/or successors in interest, agents and/or nominee /s and/or assigns) of the **OTHER PART**

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WHEREAS:

- A. The Owners are seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owners to **All Those** the various pieces and parcels of land, containing an area of 143 Satak equivalent to 4 (four) Bighas 6 (six) Cottahs 8 (eight) Chittacks be the same a little more or less situate lying at and comprised in C.S. and R.S. Dag Nos.116 (recorded as "Sali" in the Records of Rights of the State Government), 117 (recorded as "Danga"), 118 (recorded as "Doba") and 119 (recorded as "Danga"), recorded in C.S. Khatian No.297, R.S. Khatian No.296, in Mouza Sayedpur (also known as Saiyadpur and Saiyedpur), J.L. No.12; Touzi No.23, R.S. No.193, being Municipal Premises No.338 Motilal Gupta Road, Police Station Behala, Kolkata 700082, in the District of South 24 Parganas, in Ward No.122 of the Kolkata Municipal Corporation, with various structures thereat, fully described in the **FIRST SCHEDULE** hereunder written (and hereinafter referred to as "the **Said Premises**"), absolutely and forever free from all encumbrances and liabilities whatsoever.
- B. The devolution of the title whereby the Owners became the full and absolute owners of the said Premises is set out in the **Third Schedule** hereunder written.
- C. The names of the Owners are recorded in the Records of Rights of the concerned B.L. & L.R.O. as the Owners / Raiyats of the said Premises.
- D. The Owners have represented before the Developer, inter alia, as follows:
- a) That the Owners are the full and absolute owners of the said Premises and save and except the Owners, nobody else has any right title interest claim or demand whatsoever in respect of the said Premises or any part or portion thereof or any undivided share therein.
- b) That the said Premises to the knowledge and belief of the owners, is free from all encumbrances (mortgages charges liens lispendens attachments trusts uses debutters leases tenancies occupancy rights thika tenancies bargadars claims demands alignment acquisition requisition vestings and liabilities whatsoever or howsoever.)

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- c) That the said Premises is in uninterrupted and exclusive "Khas" peaceful vacant possession of the Owners without any disturbance obstruction claim or objection whatsoever from any person or persons and that no person or persons has ever claimed title or possession to the said Premises or any part thereof adversely to the Owners.
- d) That the Owners do not hold any excess land within the meaning of the West Bengal Land Reforms Act, 1955 and that the Owners have not done or omitted to do anything in violation or contravention of the West Bengal Land Reforms Act, 1955
- e) That no litigation or suit or proceeding is pending in any Court of Law in respect of the said Premises or any part thereof or any undivided share therein
- f) That the said Premises or any portion thereof is not affected by any attachment including attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under public demand Recovery act and there is no certificate case or proceeding against the Owners for realization of the arrears of Income Tax or other taxes or dues or otherwise under the public demand recovery Act or any other acts for the time being in force.
- g) That the owners do not hold any excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act 1976.
- h) That the said Premises is not subject to or affected by any right of way water light support drainage or any other easement with any other property nor is affected by any partition wall ,common wall drains, way paths or passages.
- i) That the said premises or any part any part thereof is not affected by or subject to any mortgage including mortgage by deposit of title deeds or anomalous mortgage under the transfer of Property Act, any charge lien lispensens or annuity, any attachment including attachment before

Sd/-









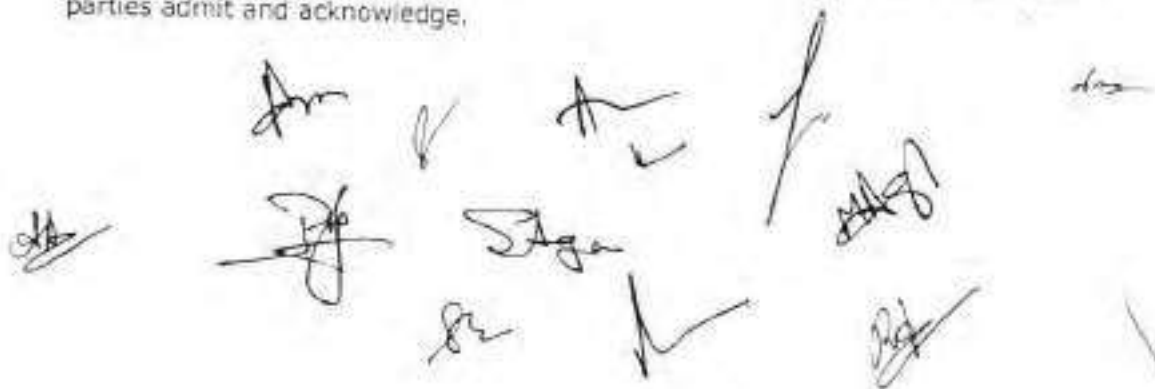
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Judgment of any court or authority, any right of any person under any agreement or otherwise, any burden or obligation other than payment of Municipal Rates and taxes, any restrictive covenant or any pre-emption agreement or any other encumbrance of any kind whatsoever.

- j) That as on date there is no valid or subsisting agreement for sale lease development or otherwise transfer of the Owners' rights title or interest in the said Premises or any part thereof with any person or persons nor has the Owners otherwise dealt with the same nor has the Owners created any interest or right of any third party therein.
- k) That there is no legal bar or impediment in the Owners entering into this Agreement and in conveying specified undivided share in the land comprised in the said Premises in favour of the Developer and/or its nominee or nominees as herein envisaged.
- l) That the Owners have no difficulty in observing fulfilling and performing their obligations herein contained.
- E. The developer has examined the paper and documents as produced by the owners related to the devolution of the title whereby the owners become the full and absolute owners of the said premises which are mentioned in the **Third Schedule** written and verified the same with the originals of the same.
- F. The parties have agreed to develop the said premises in the manner that the Owners shall appoint the Developer for development of the said premises on the condition that the Owners shall convey the specific undivided share in the land comprised in the said premises in favour of the developer and /or its nominee as herein envisaged and the Developer shall undertake development of the said premises and incur all cost charges and expenses for undertaking development/ construction of New Buildings or Buildings at the said premises, for manual benefit and for the consideration and on the terms and conditions hereinafter contained. It is placed on record that the even prior to execution of this agreement the Developer had taken various steps and incurred various expenses based on earlier understanding between the parties which both parties admit and acknowledge.



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- g. At or before the execution hereof, the board of Directors of the Owners which are companies have in their respective meetings resolved, by passing necessary resolutions, for development of the said premises and to enter into this agreement with the Developer. At such meetings, draft of this agreement as well as the other papers and documents connected to development of the said premises and sale of Developer's Allocation and Owners Allocation (as hereinafter defined), power of attorney etc. , as also those referred to elsewhere in this agreement were also duly approved and the Directors appointed by such resolutions are signatories to this Agreement.
- h. Further, the members / coparceners of those of the Owners which are Hindu Undivided Families have also agreed for development of the said Premises on the terms and conditions herein contained and that such development would not cause any inconvenience to its members as regards their residence, in as much as none of the members were residing thereat and that the sale proceeds realized from such development, after meeting the legal liabilities and other legal necessities of the respective Hindu Undivided Families and its members, could be invested and used for securing a steady income for the benefit of the members.

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

1. In this Agreement unless there is something contrary or repugnant to the subject or context the following expressions shall have the meanings assigned to them as hereinbelow mentioned:
- i) **SAID PREMISES** shall mean the Municipal Premises No.338 Motilal Gupta Road, Police Station Behala, Kolkata 700082, comprised in C.S. and R.S. Dag Nos.116, 117, 118 and 119, recorded in C.S. Khatian No.297, R.S. Khatian No.296, in Mouza Sayedpur (also known as Saiyadpur and Saiyedpur), J.L. No.12, Touzi No.23, R.S. No.193, in the District of South 24-Parganas, (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written respectively).
- ii) **ARCHITECT** shall mean Messieurs Agarwal & Agarwal of 96, Beltala Road, Kolkata 700026 or such other Architect who may be from time to

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time appointed by the Developer for designing and planning of the New Building or Buildings at the said Premises.

- (ii) **ADVOCATES:** shall mean Victor Moses & Co. Solicitors & Advocates of No. 6, Old Post Office Street, Kolkata- 700001 appointed by the Owners for the Owner's Allocation and Messieurs Saraogi & Co., of 7B Kiran Sankar Roy Road, Kolkata 700001 appointed by the Developer for the Developer's Allocation.
- (iv) **NEW BUILDING or BUILDINGS** shall mean and include the new building or buildings, be they commercial and/or residential and/or mixed-use building as be decided by the Developer in its discretion and shall be sanctioned by the Municipal Authorities which will be constructed by the Developer at the said Premises.
- v) The buildings or Buildings Shall be known by the name as **"SHANKHMANI in association with MBPS."**
- vi) **PLAN** shall mean the plans drawings and specifications of the New Building as be caused to be prepared by the Developer from the Architects and and to be approved by the Owners and sanctioned by the Kolkata Municipal Corporation and/or other concerned authorities and shall include modifications and/or additions and/or alterations thereto as may be necessary and/or required from time to time.
- vii) **UNITS** shall mean all saleable spaces / constructed areas and rights in the New Building, be they flats, shops, offices, showrooms etc., capable of being independently and exclusively held used occupied and enjoyed by any person **and** shall include the open terraces, if any attached to any unit/s.
- viii) **PARKING SPACES** shall mean the spaces in the ground floor (and the basement, if any) of the New Building and also at the open space at the ground level in the Premises expressed by the Developer for parking of motor cars and other vehicles therein or thereat.
- xi) **SPECIFICATIONS** shall mean the general specifications and/or materials to be used for construction erection and completion of the New Building as more fully and particularly described in the **SECOND SCHEDULE** hereunder written.

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- x) **COMMON AREAS AND FACILITIES** shall mean the areas installations and facilities in the New Building and the premises and expressed or intended by the Developer for exclusive use and enjoyment by the occupants of the New Building and Buildings.
- xi) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the New Building and the said Premises and in particular the Common Areas and Installations and other common purposes and rendition of services in common to the purchasers / holders of units therein.
- xii) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeep and administering the New Building and the said Premises and in particular the common areas and installations, rendition of services in common to the purchasers / holders of units in the New Building, collection and disbursement of the common expenses and dealing with all matters of common interest of the purchasers / holders of units in the New Building.
- xiii) **OWNERS' ALLOCATION/AREA** shall mean **ALL THAT** the **32% (thirty-two percent)** of the total saleable area in the New Building to be constructed at the said Premises to comprise in various units and constructed spaces and any other saleable rights and constructed spaces **TOGETHER WITH** like **32% (thirty-two percent)** undivided share in the land comprised in the said premises and also in the top roof of the building and also in the Common Areas and Installations attributable to the Units comprised in the Owners' Allocation **TOGETHER AND WITH** the right to park such number of motor cars in the basement (if any) and the ground floor of the Building **as also** at the open space at the ground level in the premises as be equivalent to **32% (thirty-two percent)** of the total number of motor cars that could be parked each in the basement (if any), ground floor as also at the open spaces, to belong exclusively and absolutely to the Owners.

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- xiv) **DEVELOPER'S ALLOCATION/AREA** shall mean **ALL THAT** the remaining **68% (sixty-eight percent)** of the total saleable area in the New Building to be constructed at the said Premises to comprise in various units and constructed spaces and any other saleable rights and constructed spaces **TOGETHER WITH** like **68% (sixty-eight percent)** undivided share in the land comprised in the premises and also in the top roof of the building and also in the Common Areas and Installations attributable to the Units comprised in the Developer's Allocation **TOGETHER AND WITH** the right to park such number of motor cars in the basement (if any) and the ground floor of the Building **as also** at the open space at the ground level in the said premises as be equivalent to **68% (sixty-eight percent)** of the total number of motor cars that could be parked each in the basement (if any), ground floor as also at the open spaces, to belong exclusively and absolutely to the Developer.
- xv) **OWNER'S SHARE IN THE LAND OF THE SAID PREMISES** shall mean 32% (thirty two percent) undivided indivisible share in the land comprised in the said premises attributable to the units comprised in the Owner's Allocation.
- (xvi) **DEVELOPER'S SHARE IN THE LAND OF THE SAID PREMISES** shall mean 68% (sixty eight percent) undivided indivisible share in the land comprised in the said premises attributable to the units comprised in the Developer's Allocation.
- (xvii) **BUILT-UP AREA** in respect of any unit shall mean the plinth area of such unit and include, interalia, the area of the balconies (if any) attached thereto, the thickness of the external and internal walls thereof and the columns therein **PROVIDED THAT** if any walls or columns be common between two units then only one-half of the area under such walls or column be included in each such unit.
- xviii) Words importing **singular** shall include **plural** and vice versa.
- xix) Words importing **masculine** gender shall include **Feminine** and **Neuter** genders **And** likewise words importing feminine gender shall include

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masculine and neuter genders **And** similarly words importing Neuter gender shall include masculine and feminine genders.

xx) **INTERPRETATIONS** : In this Agreement (save to the extent that the context otherwise so requires):

- a) Any reference to any act of Parliament or legislature whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all rules, instruments, orders, plans, regulations, bye laws permissions or directions any time issued under it.
- b) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated in writing.
- c) A reference to a statutory provision shall include a reference to any modification or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- d) Any reference to this agreement or any of the provisions thereof shall include all amendments and modification made to this Agreement in writing from time to time.
- e) The **Schedules** to this Agreement shall have effect and be construed as an integral part of this agreement.

2. **GRANT OF RIGHT AND AUTHORITY TO DEVELOPER:**

2.1 The Owners do and each of them doth hereby irrevocably permit and grant exclusive right to the Developer to develop the said Premises by constructing New Building/s thereat in accordance with the plan as be sanctioned by the Kolkata Municipal Corporation for mutual benefit and for the consideration and on the terms and conditions herein contained.



- 2.2 The rights and authorities granted to the Developer to develop the said Premises shall not be revoked by the Owners so long the Developer fulfills and/or is ready and willing to fulfill its obligations hereunder.
- 2.3 In connection with the grant of development rights to the Developer, it is agreed understood and clarified that the Developer shall have inter alia the following rights and liberties:
- a) To enter upon the said Premises for the purpose of development thereof and construct and build a new building and buildings thereupon after demolition of the existing structures and to commercially exploit the said premises described in the **FIRST SCHEDULE** hereunder written.
 - b) To sell or otherwise transfer or dispose of or agree to sell/transfer/dispose of Developer's Allocation or any part thereof to the person or persons desirous of owning or otherwise acquiring the same for the consideration and on the terms and condition as shall be decided by the Developer;
- 2.3 The broad and basic understanding between the parties hereto is that in consideration of the Developer, at its own costs and expenses, constructing the Owners' Allocation for and on behalf of the Owners, the Owners shall comply with their obligations herein and convey **68%** (sixty eight percent) undivided share in the land comprised in the said Premises unto and in favour of the Developer and/or its nominee or nominees and/or assigns, and the Developer and/or its nominee or nominees and/or assigns shall be entitled to own hold use possess enjoy deal with or otherwise dispose of the Developer's Allocation as they may deem fit and proper in the terms of this agreement.

3. **TITLE DEEDS AND POSSESSION OF SAID PREMISES :**

- 3.1 The Owners assure that all the original Title Deeds relating to the said premise are in the custody of the Owners and that the Owners have not created any charge or mortgage by depositing the title deeds or any of them or otherwise, the particulars are mentioned in the **THIRD SCHEDULE** hereunder written.

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3.2 The said Owners shall hold the said title deeds in their custody free from any encumbrances charges liabilities and attachments. The Owners shall always upon demand produce all original title deeds to establish and support the Owners' title to the said Premises. After completion of the building/s and simultaneously with the transfer of all constructed areas of the Owners' Allocation, the title deed will be made over to the Developer for the benefit and advantage of the Buyers of the flats in the said Building or Buildings. The Owners shall hold and keep all the original title deeds unencumbered, safe, unmutated and undamaged in the meantime.

3.3 The Owners shall simultaneously with the execution hereof granted license to Developer to enter into the site premises and to remain therein for the purpose of the development and others ancillary work. The Owners shall not be deemed to have parted with the possession till their allocation of area is offered by the Developer.

4. **PERMISSIONS AND CLEARANCE ETC :**

The parties shall cause to be mutated the name of the Owners in relevant Governmental Record and cause conversion of the nature of use of the said premises to "Bastu " and obtain no objection certificate from the competent Authority under the Urban Land (Ceiling & Regulation Act 1976).

5. **BUILDING PERMIT AND LICENSES AND PERMISSIONS**

5.1 The developer shall cause to be prepared the plan for Construction of the New Building/s at the said Premises and after approval thereof by the Owners shall apply to the Kolkata Municipal Corporation for sanction of the same in the name of the Owners. The Developers shall make its best endeavors to obtain sanction of plan at the earliest possible.

5.2 Upon sanction of the plain the parties shall mutually demarcate their respective allocation in the New Building or Buildings on an equitable basis and shall have the same record in an Allocation Agreement. The fractional differences shall be adjusted by payment of the price thereof at the then booking rate.

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- 5.3 All constructions as may be made at the said premises shall be at the sole risk and responsibility of the Developer and furthermore all building materials, plants and machineries etc., which may be brought or kept at the said premises, shall remain at the sole risk and responsibility of the Developer. The Developer shall indemnify the Owners against all liabilities losses claims or proceedings whatsoever arising under common law or under any statute in respect of any accident, injury or the death of any person or violation of any law, rule, bye-law and/or regulation or arising out of or in course of or caused by the execution of the work envisaged hereunder.
- 5.4 For the purposes connected with the preparation, submission and sanctioning of the plans, the Owners shall render all co-operation and assistance to the Developer in getting the said Premises surveyed and soil thereof tested and shall sign execute and deliver and submit all papers plans applications documents powers and authorities and produce the title deeds and other papers and documents relating to the said Premises as may from time to time be required of by the Developer and/or the Architects.
- 5.5 All fees costs and charges payable to the Kolkata Municipal Corporation for sanction of plan for the New Building or Buildings shall be borne and paid by the Developer.
- 5.6 The Developer shall at its own costs and expenses construct the New Building or Buildings at the said premises in accordance with the plan as be sanctioned by the Kolkata Municipal Corporation.
- 5.7 The Developer shall construct the New Building in good substantial and workman like manner and use good quality of materials. The general specifications and/or materials to be used for construction erection and completion of the New Building or Buildings as more fully and particularly described in the **SECOND SCHEDULE** hereunder written.
- 5.8 The Owners do and each of them doth hereby also authorize and empower the Developer to apply for and obtain temporary and/or permanent connections for water, electricity, drainage, sewerage, power and other inputs utilities and facilities from all State and Central Government authorities and statutory or

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other body or bodies required for construction use and enjoyment of the New Building or Buildings at its own costs and expenses either in the name of the Developer and/or the Owners and for that or otherwise to close down and have disconnected the existing connections etc.

5.9 The Developer shall have all necessary authorities for undertaking and carrying out works for and incidental to the construction and completion of the New Building or Buildings and obtaining inputs, utilities and facilities therein and the Owners agree to execute such papers and documents and do such other acts deeds and things as be reasonably required by the Developer therefor.

5.10 The Owners agree and covenant with the Developer not to cause any interference or hindrance or impediment in the construction of the New Building or Buildings at the said premises by the Developer and not to do any act deed matter or thing whereby the rights of the Developer hereunder may be affected or the Developer is prevented from making or proceeding with the construction of the New Building or Buildings or selling or otherwise transferring the Developer's Allocation and without any default on the part of the Developer, the Owners Shall indemnify the Developer in connection therewith.

5.11 For the purpose of construction of the New Building or Buildings at the said premises, the Developer shall be entitled to appoint engage and employ such Architects, contractors, sub-contractors, engineers, labourers, mistries, caretakers, guards and other staffs and employees and at such remuneration and on such terms and conditions as be deemed necessary by the Developer. Staff and employees engaged by the Developer, if any, shall be the employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc.

5.12 The Developer shall be solely responsible to look after, supervise manage and administer the progress and day to day work of construction of the proposed New Building or Buildings.

5.13 For all the purposes contained hereinabove and for all other purposes necessary to implement this agreement and to enable the Developer to develop the said Premises, the Owners shall render all co-operation assistance to the Developer

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and sign execute and deliver and produce all papers, documents, instruments, writings, plans, specifications, undertaking, declaration, powers, authorities, affidavits indemnities title deeds etc., as be reasonably required by the Developer from time to time therefor and shall also authorise and empower the Developer and/or its nominee or nominees to do all such acts deeds matters and things as the constituted attorney of the Owners, as also dealt with later in this agreement.

5.14 Till such time the Owners' Allocation is made over the Owner in terms of this Agreement, the Developer shall hold the same in trust for, on behalf of and for the benefit of the Owners and shall not in any way deal with the same in any manner whatsoever.

6. **ALLOCATION AND CONSIDERATION:**

6.1 In the proposed New Building or Buildings to be constructed by the Developer at the said Premises:

(i) The Owners shall be allocated/entitled towards "**OWNER'S ALLOCATION**" to **ALL THAT** the **32% (thirty-two percent)** of the total constructed and completed area in the New Building/s at the said Premises to comprise in various units and constructed spaces and any other saleable rights and constructed spaces **TOGETHER WITH** like **32% (thirty-two percent)** undivided share in the land comprised in the said premises and also in the top ultimate roof of the building and also in the Common Areas and Installations attributable to the Units comprised in the Owners' Allocation **TOGETHER AND WITH** the right to park such number of motor cars in the basement (if any) and the ground floor of the Building **as also** at the open space at the ground level in the premises as be equivalent to **32% (thirty-two percent)** of the total number of motor cars that could be parked each in the basement (if any), ground floor as also at the open spaces, and the same shall exclusively and absolutely belong to the Owners with liberty to deal with and dispose of the same independent of the Developer.

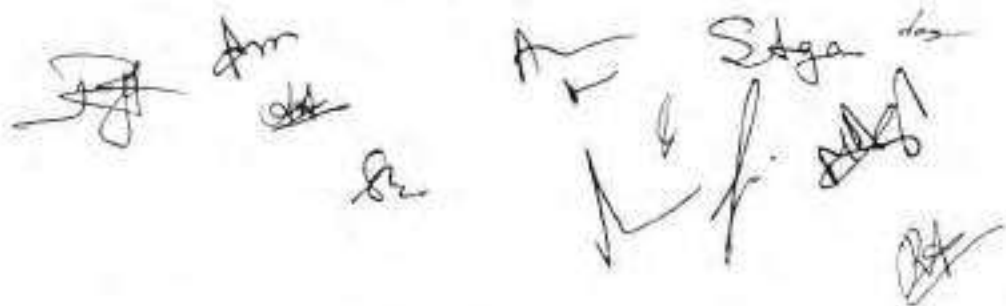
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(ii) The Developer shall be allocated/entitled towards "**DEVELOPER'S ALLOCATION**" to **ALL THAT 68% (sixty-eight percent)** of the total constructed and completed area in the New Building or Buildings at the said Premises to comprise in various units and constructed spaces and any other saleable rights and constructed spaces **TOGETHER WITH** like **68% (sixty-eight percent)** undivided share in the land comprised in the premises and also in the top ultimate roof of the New Building or Buildings and also in the Common Areas and Installations attributable to the Units comprised in the Developer's Allocation **TOGETHER AND WITH** the right to park such number of motor cars in the basement (if any) and the ground floor of the Building or Buildings **as also** at the open space at the ground level in the premises as be equivalent to **68% (sixty-eight percent)** of the total number of motor cars that could be parked each in the basement (if any), ground floor as also at the open spaces, and the same shall exclusively and absolutely belong to the Developer with liberty to deal with and dispose of the same independent of the Owners.

6.2 All open and covered areas (including the common areas, installations and facilities) comprised in the said premises and the New Building to be constructed thereon and not being exclusively allocated/allotted to any of the parties hereto under clause 6.1 hereinabove shall belong to the Owners and the Developer AND the Owners will be entitled to own have and deal with **32% (thirty-two percent)** undivided indivisible share therein and the Developer shall be entitled to own have and deal with **68% (sixty-eight percent)** undivided indivisible share therein.

6.3 Having regard to the provisions contained in clause 6.1 hereinabove, the parties hereto shall identify and/or allocate/demarcate their respective units, parking spaces and open terraces (if any attached to any flat/unit) in the New Building mutually within 15 (fifteen) days of the sanctioning of the plan by The Kolkata Municipal Corporation.

6.4 The units/parking spaces etc., in the New Building or Buildings so ultimately allocated/demarcated for the Owners are jointly hereinafter referred to as "**Owners' Allocation**" and the same shall absolutely belong to the Owners with liberty to deal with the same **Together With** proportionate **32%**(Thirty Two

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percent) undivided share in the land comprised in the said premises as also in the Common Areas and Installations in such manner and on such terms and conditions as the Owners may deem fit and proper and independent of and to the exclusion of the Developer **AND** similarly all those units/parking spaces etc., in the New Building so ultimately identified / allocated / demarcated for the Developer are jointly hereinafter referred to as "the **Developer's Allocation**" and the same shall belong absolutely to the Developer with liberty to deal with the same **Together With** proportionate 68% (Sixty eight percent) undivided share in the land comprised in the said premises as also in the Common Areas and Installations as and being properties appurtenant thereto in such manner and on such terms and conditions as the Developer may deem fit and proper and independent of and to the exclusion of the Owners.

6.5. It is agreed that the cost of the construction of the Owners' Allocation to be met and borne by the Developer, shall and will be treated as the sale consideration of **68% (sixty-eight percent)** undivided share in the land of the said premises attributable to the Developer's Allocation and Owners shall, upon being offered possession of the Owners' Allocation at the said building or buildings by the Developer in terms hereof, grant Conveyance of the said **68% (sixty-eight percent)** undivided indivisible share in the land of the said premises in favour of the Developer or its nominee or nominees being the intending buyer of the Developer's Allocation.

6.6 In lieu of the Developer constructing the New Building at its own costs (which includes, inter alia, the Owners' Allocation) and agreeing to allocate and deliver possession of the Owners' Allocation therein to the Owners as stated herein, the Developer shall have the exclusive right to hold own use posses occupy enjoy sell transfer deal with and dispose of the Developer's Allocation together with proportionate undivided share in the land comprised in the said premises and also in the Common Areas and Installations and realise and appropriate all sale proceeds thereof absolutely and exclusively.

7. **OWNERS' ALLOCATION AND COMPLETION PERIOD:**

7.1 In consideration of the Owners having appointed the Developer to develop the said premises and permitting and granting the Developer the right to sell and transfer the Developer's allocation in the new Building or Buildings at the said

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premises to be constructed by the Developer together with the Developer's undivided **68% (sixty-eight percent)** share in the land of the said premises and to realise, have and appropriate absolutely sale proceeds thereof and also having agreed to sell and convey to the Developer and/or its nominee or nominees the Developer's share in the land of the said premises, the Developer shall at its own cost construct complete and make habitable and deliver to the Owners the possession of the Owners' allocation exclusively and the Owners shall be entitled to use and occupy the same and/ or sell or transfer the same

Unless prevented by circumstances amounting to force majeure and other inevitable causes and subject to the Owners duly complying with their obligations herein, the Developer shall construct complete and make habitable the Owners Allocation as aforesaid and offer the Owners to take possession of the same within 36 (thirty-six) months from the date of the parties identifying and selecting their respective allocation after sanction of plan for construction of the New Building/s and compliance of the provision of the West Bengal (regulation of promotion of Construction and Transfer by Promoters) Act, 1993 (hereinafter referred to as "the **Completion Date**") with a grace period of 6(six) months (hereinafter referred to as "the **Grace Period**")

3. The Owners' Allocation shall be deemed to be complete and habitable in case the same be internally completed as decent residential flats in accordance with the specifications mentioned in the **PART II** of the **SECOND SCHEDULE** hereunder written with all essential facilities and utilities and the Architect issuing certificate of completion. However the Developer shall obtain occupation certificate from the Kolkata Municipal Corporation in due course.
4. With effect from the date of commencement of construction at the said premises, the Owners shall, at its own sole risks and consequence absolutely, be entitled to sell transfer and deal with and dispose of their allotted units and parking spaces included and comprised in the Owners' Allocation together with the undivided indivisible share in the land comprised in the said premises and in the common areas and installations attributable thereto to such persons and on such terms and conditions and consideration as the Owners may deem fit and proper **BUT** not in any way contrary to the terms and conditions contained herein and adopted by the Developer for the user and maintenance of the said premises and to receive and absolutely appropriate the sale proceeds thereof

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and for that purpose to enter into all agreements and other documents as may be required and the Developer shall not raise any objection thereto or dispute the same or the acts deeds and things done by the Owners to their benefits and interest with regard thereto; And the Developer shall have no concern therewith and further upon being required by the Owners to do so, the Developer shall join in as confirming party thereto and execute, at the costs and expenses of the Owners such agreements and other documents that may be entered into by the Owners for sale and/or transfer of the Owners' Allocation or any part thereof in terms hereof.

7.5 The Developer confirms that the Owners will be entitled to deal with Owners Allocation without joining the Developer in the agreements and documents of transfer of the Owners' Allocation and the consent of the Developer shall be deemed to have been given by the Developer. The Developer doth hereby consents thereto. Provided however, if so required by the Owners' the Developer shall join as party to the agreements and documents of transfer at the costs of the Owners or Transferee as the case may be without raising any objection denial and any kind of claim/ consideration.

7.6 In case of any breach / default by the Purchasers of the Owners Allocation, of the terms and conditions of the respective agreements of respective flats/ areas of Owners Allocation the Owners will be entitled to enforce all such agreements and all rights of the Owners hereunder against the defaulting Purchaser without any concern and claim against the Developer, and in such manner as the Owners shall deem fit and proper and on their own account. The related portions/ areas agreed to be sold under the said agreements shall always be the properties of the Owners and the Owners shall always be entitled to deal with the same in their discretion, without any dispute and concern of the Developer.

6. **DEVELOPER'S ALLOCATION:**

8.1 The Developer will be free to construct the units of the Developer's Allocation with the specifications stated in the **PART II** of the **SECOND SCHEDULE** hereunder written or with such other and varied specification as will be decided by the Developer and/or the intending buyers of the Developer's Allocation to which the Owners will have no concern.

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- 8.2 The Developer at all times hereafter shall, at its own risks and costs and without in any manner indulging the Owners into any financial burden, be at liberty to negotiate with the prospective buyers of the Developer's Allocation and enter into agreements for sale or otherwise transfer of units, car parking spaces and other constructed and other areas benefits and rights forming part of the Developer's Allocation and belonging to the Developer together with the properties appurtenant thereto being proportionate undivided share in the land comprised in the premises and also in the Common Areas and Installations attributable to the Developer's Allocation at or for such consideration and on such terms and conditions as the Developer may deem fit and proper and realise and appropriate the sale proceeds and other amounts receivable therefor in its entirety and the Owners shall not raise any dispute or objection to the acts deeds and things done by the Developer to its benefit and interest with regard thereto and shall have no concern therewith.
- 8.3 The Developer shall have liberty to negotiate with the prospective buyers/purchasers and take booking of Units with or without Parking Space comprised in the Developer's Allocation and enter into all agreements and other documents for sale and transfer thereof and to receive earnest monies and part payments and advances from time to time and/or consideration monies and other amounts and deposits against such sale and appropriate and have the same absolutely and it is expressly agreed and understood that all monies receivable under any such agreements or documents of transfer or sale deeds shall be received by and to the account of the Developer and the Owners shall have no concern therewith nor shall claim any amount out of the moneys to be so received by the Developer.
- 8.4 The Owners confirm that the Owners shall not be required to join in as party to the Agreements that may be entered into by the Developer for sale or otherwise transfer of units, car parking spaces and other constructed and other areas benefits properties and rights forming part of the Developer's Allocation and belonging to the Developer (including the Developer's share in the said premises) and the consent of the Owners in that regard shall be deemed to have been given by the Owners to the Developer by these presents itself **PROVIDED HOWEVER THAT** if so required by the Developer, the Owners shall join in as confirming party at the costs and expenses of the Developer, to

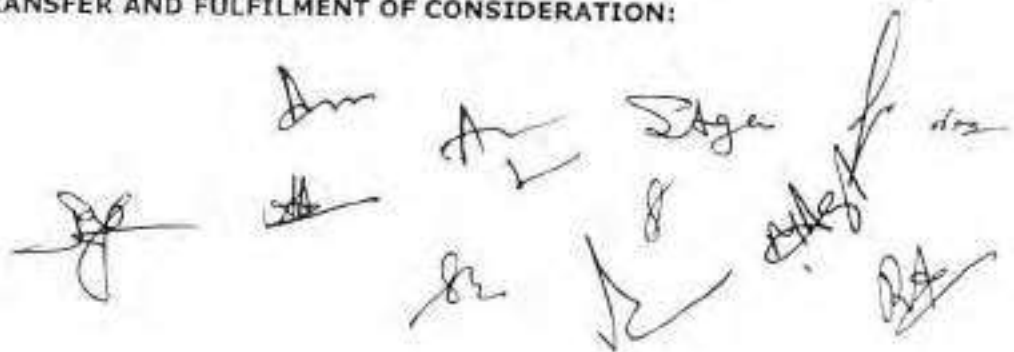


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all such agreements and other documents of transfer agreeing and confirming to the effect that the Owners shall execute the Conveyance of proportionate share in the land comprised in the premises without claiming any additional consideration money therefor.

- 8.5 In case any of the Purchasers/ Buyers of the Developer's Allocation commits any default or breach of his/ their agreement for acquiring any unit/ constructed area then in such event, the Developer shall be at liberty to enforce its rights and terminate such agreement for an on behalf of itself and/ or the Owners and to deal with the space and rights of such defaulting Purchaser in such manner as the Developer may deem fit and proper. All losses and incomes accruing in respect thereof shall be for and to the account of the Developer. The built up spaces agreed to be sold to the defaulting Purchaser/ Buyer shall and be deemed to be the property of the Developer and which shall be dealt with and/ or sold by the Developer as forming part of Developer's Allocation and the Owners shall have no concern therewith.
- 8.6 It is clarified that all amounts receivable by the Developer under such agreements for sale or otherwise transfer of land comprised in the premises attributable to the Developer's Allocation as also the units, parking spaces and other constructed and other areas benefits and rights forming part of the Developer's Allocation shall be to the account of and shall be received by the Developer exclusively and the Owners shall have no concern therewith and similarly the consideration money receivable for sale of the Owners' Allocation ultimately belonging to the Owners under agreements for sale or otherwise transfer entered into by the Owners with the prospective buyers thereof shall be to the account of and shall be received by the Owners exclusively and the Developer shall have no concern therewith.
- 8.7 The Developer shall not part with possession of any portion of the Developer's Allocation to any of its intending Purchaser/s or nominee before the Developer offers possession the Owner's Allocation to the Owners in the terms hereof.

9. **TRANSFER AND FULFILMENT OF CONSIDERATION:**

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- 9.1 The Owners hereby expressly agrees to sell and convey and to execute and register from time to time and as and when required by the Developer, the agreement and conveyance deed/s and all other documents in respect of the Developer's Allocation of **68% (sixty-eight percent)** undivided share in the said premises and of all whatever right title interest of the Owners in the Developer's Allocation in favour of the Developer and/or to its nominee or nominees, being the person or persons agreeing to purchase the Developer's Allocation, as the Developer may nominate or require and in such share or shares and by such number of Deed/s of conveyance as the Developer may deem fit and proper. It is however made clear that no conveyance in respect of the Developer's Allocation shall be executed nor the Owners can be called upon to execute or register the same till such time the Owner's Allocation is offered to Owners in terms hereof.
- 9.2 The Developer hereby agrees to release and assure the constructed areas of the Owner's Allocation by joining in all agreements and allocations in favour of the Purchasers or the nominee/s of the said Purchasers of Owners Allocation as may be required by the Owners from time to time, without raising any objection or claim.
- 9.3 It is further clarified that the Owners and the Developer shall be liable for payment of stamp duty legal charges registration charges etc., for all transfers as be effected by them respectively in respect of their respective allocations and shall indemnify and keep the other saved harmless and indemnified in respect thereof.
- 9.4 It is expressly clarified that all costs of construction of the Owners' Allocation being borne and paid by the Developer exclusively, for all intents and purposes the same shall be and be deemed to be the price/cost of the **68% (sixty-eight percent)** undivided share in the land comprised in the said premises attributable to the Developer's Allocation and all other properties benefits and rights agreed to be granted sold conveyed and transferred by the Owners to the Developer and/or its Nominee or Nominees hereunder and that after construction of and offering the Owners to take possession of the Owners' Allocation, it shall be deemed that the Owners have received from the Developer in full the price/cost of the Developer's share in the said premises and all other properties benefits and rights hereby agreed to be granted sold

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conveyed and transferred to the Developer and/or its Nominee or Nominees hereunder.

9.5 The sale envisaged hereunder shall be free of all encumbrances mortgages charges liens lispendens attachments trust leases tenancies occupancy rights uses debutters claims demands and liabilities whatsoever or howsoever.

9.6 The responsibly of making out good and marketable title to the said premises shall always be that of the Owners, including for satisfying the bank and the financial institution, it is also agreed that if any encumbrance or any liability be found in respect of the said premises at any time hereafter, then the Owners shall be liable at their own cost to have same cleared.

10. **OWNERS' COVENANTS:**

The Owners do and each of them doth hereby agree and covenant with the Developer as follows:

- i) Not to cause any interference or hindrance or obstruction in the construction of the proposed Buildings at the premises by the Developer and/or its agents.
- ii) to render all assistance and cooperation to the Developer in construction of the proposed Buildings, if so required and found necessary.
- iii) not to do any act deed or thing whereby the Developer is prevented from selling transferring dealing with or disposing of the Developer's Allocation or any part thereof.
- iv) not to let out, grant lease, mortgage, charge or otherwise encumber or part with possession of the said premises or any part thereof as from the date hereof, it being clarified that nothing contained herein shall prevent the Owners to deal with and dispose of the Owners' Allocation upon the same being allocated identified and demarcated.

11. **TAXES AND OUTGOINGS:**

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All municipal and all other rates and taxes and other dues and outgoings in respect of the said premises (including electricity, khajana, etc.,) accruing due till the date of handing over the owners allocation to the owners shall be for and to the account of the Developers and for those accruing thereafter each party shall be liable to pay all such municipal and all other rates, taxes and other dues and outgoings in respect of their respective allocations.

12. **MARKETING:**

In so far as the marketing of the project at the said Premises is concerned, which includes both the Owners' Allocation and the Developer's Allocation, it has been agreed by and between the parties hereto as follows:

- a) The Developer shall have the liberty to advertise the units, parking spaces and other constructed and other areas benefits and rights comprised in both the Owners' Allocation and the Developer's Allocation. All the cost of advertisement, publicity materials, brochures will be shared by the Owners and the Developer and the owners will bear and pay 32% (thirty two percent) and the Developer will bear and pay 68% (sixty eight percent) thereof.
- b) If the owners ask in writing to sell any portion of the owner's allocation then the Owner's shall pay to the developer a sum equivalent to 2% of the sale value of the units, parking spaces and other constructed and other areas benefit and rights comprised in the Owner's Allocation as marketing fee.

13. **MAINTENANCE MANAGEMENT AND OUTGOINGS:**

- 13.1 The responsibility of management and maintenance of the building or Buildings at the said premises and all the common areas, installation and facilities thereat shall be that of the Developer until a company or Society or Association or Syndicate be formed (hereinafter for the sake of brevity referred to as "the **Association**") for such purposes by the Developer and/ or purchasers of the said units and areas in the building or buildings (including the Owners and the Developer herein) and all the unit and areas being made

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over to the respective buyers or earlier as the Developer may in its absolute discretion decide; AND it is agreed that both the Owners and Developer herein and/or such other person or persons whom the Owners and the Developer respectively transfer their respective flats/ units with or without any car parking space out of their respective allocations shall be bound to bear and pay the proportionate share of all the expenses for formation of such company/ society/ association/syndicate and also the proportionate common expenses and costs and expenses for such maintenance and management. All such costs and expenses shall be paid to the Developer or to the person nominated by the Developer for the time being responsible for the same until such association/ society/syndicate/company is formed and thereafter to such association/society/company.

- 13.2 All rules and regulations of the Association for the Common Purposes including regarding user maintenance management upkeep and administration of the Building or Buildings and the said premises, taking of deposits on account of maintenance charges/common expenses, charges/expenses for maintenance and operation of the generator, municipal rates and taxes etc., from the Unit Holders/Purchasers, payment of common expenses/maintenance charges, charges/expenses for maintenance and operation of the Generator, municipal rates and taxes etc., shall be decided by the Developer in consultation with the Owners.
- 13.3 Each of the parties hereto shall own and hold their respective allocations and/or restrict their respective buyers to own and hold their respective units on the similar terms and conditions and restrictions as regards the user and management and maintenance of the Buildings and of common areas and installations and facilities therein and payment and/or deposit of maintenance charges and other outgoings as be decided by the Developer in consultation with the Owners.
- 13.4 Each of the parties shall ensure that they shall deposit or cause to be deposited by their respective buyers with the Developer and/or the Association or the person for the time being responsible for the maintenance of the Buildings such amounts on account of maintenance charges/common expenses, charges for management and maintenance of the building and of common areas and installations and facilities therein and operation of the Generator, municipal

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rates and taxes etc. as be fixed and decided by the Developer in consultation with the Owners.

13.5 In respect of the Owners' Allocation, the Owners and/or the buyers of the Owners' Allocation as the case may be shall reimburse and deposit with the Developer the following amounts before taking possession of the Owners' Allocation.

- i) Security Deposit Payable to CESC Ltd. for obtaining electric connection to the said premises.
- ii) Deposit the interest free deposit calculated @ Rs.35/= (Rupees thirty-five) only per sq. ft. of super built-up area of the Owners' Allocation towards common expenses as well as towards municipal rates and taxes in respect of the Units comprising in the Owners' Allocation at the same rate at which the Unit holder's of the Developer's Allocation would be liable to pay the same in respect of their respective units.

14. POWER OF ATTORNEY

14.1. Simultaneously with the execution hereof, the Owners shall grant to the Developer and/or its Directors and/or nominees one or more powers of attorney, one

- i) for the purposes connected with the sanctioning of plan.
- ii) Compliance of the obligations on the part of the Developer to be observed fulfilled and performed hereunder.
- iii) for mutation of names of the Owners in the Government / Municipal records, for conversion of nature of land etc.
- iv) for purposes connected with applying for and obtaining all necessary permissions and sanctions from different authorities in connection with the construction and completion of the New Building or Buildings and also for pursuing and following up the matter with the Kolkata Municipal Corporation and other authority or authorities in that regard.

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- v) for purposes connected with applying for and obtaining temporary and permanent connections of water, electricity, power, drainage, sewerage, gas, lifts in the Buildings and other common areas and facilities required for construction and use and enjoyment of the Buildings.
- vi) for all purposes connected with construction of the New Building at the said Premises.
- vii) for purposes connected with having the units comprised in the Developer's Allocation as well as in the Owners' Allocation separately assessed by the Kolkata Municipal Corporation.
- viii) for purposes connected with commencing prosecuting enforcing defending answering and/or opposing all legal proceedings in connection with the powers and authorities abovestated and for effectuating and implementing these presents.
- ix) The proper and uninterrupted exercise of and also implementing the rights and authorities granted or intended to be granted to the Developer hereunder (including those relating to sale conveyance or otherwise transfer of the Developer's share in the said premises and the Developer's Allocation).
- x) Effectuating all or any of the terms and conditions hereof.

14.2 While exercising the powers and authorities under the Power or Powers of Attorney to be granted by the Owners in terms hereof, the Developer shall not do any such act, deed, matter or thing which would in any way infringe on the rights of the Owners and/or go against the spirit of this agreement. It is expressly agreed that the Owners shall not be absolved of any of their obligations to be fulfilled by them hereunder notwithstanding the power or authority being granted by them to the Developer or its nominee or nominees in that regard and the Owners agree to do all acts and fulfill their obligations.

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14.4 The said power or powers of attorney shall form an integral part of this agreement and the Owners shall not revoke nor shall be entitled to revoke the same during the subsistence of this agreement.

14.5 It is understood that to facilitate the construction of new Building or Buildings by the Developer and for obtaining necessary connections and utilities therein or therefor, various acts deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been made herein. The Owners hereby undertakes 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 undertakes to sign and execute all such additional applications and other documents as the case may be.

15. **FORCE MAJEURE:**

15.1 The Agreement and the obligation of the parties are subject to standard **Force Majeure** conditions as set out hereunder:

If at any time during the continuation of the contract, the performance in whole or in part of any obligation of either party under the contract shall be prevented or delayed by reason of any war, fires, floods, earth quake, riot, storm, strike, lockout, civil commotion, air raid or any other Act of God or restriction of any authority or Government or statutory body or Court (hereinafter referred to as "Events") neither party shall by reason of such event, be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and the performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist.

16. **MISCELLANEOUS:**



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- 16.1. Each of the parties shall co-operate with the other to effectuate and implement this agreement and shall execute and/or register such further documents and papers as be required by the other party for giving full effect to the terms hereunder agreed.
- 16.2. The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be or be construed as partnership between the Developer and the Owners or joint venture between them in any manner nor shall be deemed to constitute an association of persons.
- 16.3. None of the parties shall sell let out or allow anyone to park or to use or otherwise dispose of their respective car parking spaces to any person other than to the persons agreeing to purchase units in the New Building or Buildings.
- 16.4. The Owners hereby further agree and covenant with the Developer except as herein agreed not to let out, grant, lease, mortgage, charge or otherwise encumber the said premises or any part thereof as from the date hereof.
- 16.5. All agreements, Sale Deeds and other document of transfer to be executed in respect of the Developer's Allocation pursuant to this Agreement shall be in such form as be drawn by the Advocates of the Developer and the same shall be executed by both the parties hereto.
- 16.6. In case after sanctioning of plans and identification and selection of their respective allocations by the Owners and the Developer and construction of the Buildings at the premises, it be found upon actual measurement that any of the parties gets less area than its entitlements in terms hereof then the party getting excess area shall pay to the other party for such excess area a sum calculated at such rate as be mutually agreed between the parties hereto, keeping in view the market price prevailing at that time. Certificate of the Architects for the New Building or Buildings in this regard shall be final conclusive and binding on the parties hereto.
- 16.7. Upon construction and offering by the Developer to the Owners to take possession of the Owners' Allocation, they the Owners and/or their transferees shall hold the Units and Parking Spaces constituting the Owners Allocation on the same terms and conditions as regards the user and maintenance of the

A collection of handwritten signatures and initials in black ink, scattered across the bottom of the page. The signatures vary in style, with some appearing to be initials and others more complete names. There are approximately 10-12 distinct marks, including what looks like 'P.P.', 'A', 'S. S.', and several other stylized signatures.

buildings and restrictions imposed with regard thereto as the purchasers/buyers of the other Units and Parking Spaces constituting the Developer's allocation would hold. Further, the Owners with effect from the Developer offering the Owners to take possession of the Owners' Allocation shall pay and bear all maintenance charges municipal rates and taxes electricity charges and other outgoings in respect of the Owners' allocation at the same rate and in the same manner as the buyers of the Developer's Allocation would pay or be liable to pay.

16.8 The Developer shall have lien on the undivided share in the premises attributable to the share of Developer's Allocation and also on the constructed areas in the building for all moneys bought and/or incurred and/or introduced by the Developer in the development of and construction at the said premises till this agreement is fully implemented.

16.9 The New Building or Buildings shall be known by the name as " **SHANKHMANI in association with MBPS** " as decided by the Developer and the same shall not be changed by the Owners and the Developer or any of the Unit Holders or else.

16.10 If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

16.11 Save as hereinbefore provided, termination of this agreement for any cause shall not release a party from any liability which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act or omission prior to such termination.

16.12 This Agreement (together with Schedules) constitutes the entire agreement between the parties and save as otherwise expressly provided, no modifications, amendments or waiver of any of the provisions of this agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto.

17. **DEFAULTS:**

[Handwritten signatures and initials are present in this section, including "Edg", "Am", "H", "S", "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", "O", "P", "Q", "R", "S", "T", "U", "V", "W", "X", "Y", "Z", "AA", "BB", "CC", "DD", "EE", "FF", "GG", "HH", "II", "JJ", "KK", "LL", "MM", "NN", "OO", "PP", "QQ", "RR", "SS", "TT", "UU", "VV", "WW", "XX", "YY", "ZZ", "AAA", "BBB", "CCC", "DDD", "EEE", "FFF", "GGG", "HHH", "III", "JJJ", "KKK", "LLL", "MMM", "NNN", "OOO", "PPP", "QQQ", "RRR", "SSS", "TTT", "UUU", "VVV", "WWW", "XXX", "YYY", "ZZZ", "AAA", "BBB", "CCC", "DDD", "EEE", "FFF", "GGG", "HHH", "III", "JJJ", "KKK", "LLL", "MMM", "NNN", "OOO", "PPP", "QQQ", "RRR", "SSS", "TTT", "UUU", "VVV", "WWW", "XXX", "YYY", "ZZZ"]

- 19.1 All notices to be served hereunder by any of the parties on the other shall, without prejudice to any mode of service available to them be, deemed to have been served on the 7th working day of the date of dispatch of such notice by registered post at the address of the other party mentioned hereinabove or hereinafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

20. ARBITRATION:

- 20.1 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 and/or the said premises or determination of any liability either during subsistence of this Agreement or after expiry thereof shall be referred to the arbitration of Three arbitrators, one each to be appointed by the parties hereto and the Third to be appointed by such two arbitrators (hereinafter referred to as "the **Arbitrators**") 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 thereto in force. The Arbitrators will have summary powers and will be entitled to set up their own procedure and the Arbitrators shall have power to give interim awards and/or directions. The place of arbitration shall be at Calcutta and the language will be English.

21. **JURISDICTION:** The Courts at Kolkata alone shall have jurisdiction to entertain try and determine all actions and suits (including the arbitration proceedings) arising out of these presents between the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(said Premises)

ALL THOSE the various pieces and parcels of land, containing an area of 143 Satak (equivalent to 4 (four) Bighas 6 (six) Cottahs 8 (eight) Chittacks be the same a little more or less situate lying at and comprised in C.S. and R.S. Dag Nos.116, 117, 118 and 119, recorded in C.S. Khatian No.297, R.S. Khatian No.296, in Mouza Sayedpur 155 known as Sayedpur and Sayedpur, J.L. No.12, Touzi No.23, R.S. No.193, being

Rp Am
Stager
or
RT

Municipal Premises No.338 Motilal Gupta Road, Police Station Behala, Kolkata 700082, Additional District Sub-Registrar Behala, in the District of South 24 Parganas, in Ward No. 22 of the Kolkata Municipal Corporation, as delineated in the plan annexed hereto duly bordered thereon in "Red", and butted and bounded follows :-

- On the **North** : Partly by Premises Nos.689, 192 & 189 Motilal Gupta Road, Kolkata-700082 and comprised in R.S. Plot No. 120, 121, 132 & 133;
- On the **East** : By Motilal Gupta Road;
- On the **South** : Partly by each Premises Nos.73 & 83/2 Motilal Gupta Road, Kolkata-700082 and comprised in R.S. Plot No.111;
- On the **West** : Partly by each Premises Nos.282, 434 & 503 Motilal Gupta Road, Kolkata-700082 and comprised in R.S. Plot No.113 and partly by KMC Road;

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO:

PART I

(Common Areas and Installations)

1. Paths passages and driveways in the said Premises other than those reserved and those meant or earmarked or intended to be reserved for parking of motor cars or other vehicles or marked by the Developer for use of any Co-Owner.
2. Tugged up Entrance lobby in the ground floor.
3. All Staircase of the buildings along with their full and half landings with staircover on the ultimate roof.
4. The ultimate roof of the buildings with decorations and beautification.

Am Sign A
 J.P. [Signature] [Signature] [Signature] [Signature] [Signature]
 [Signature] [Signature] [Signature] [Signature] [Signature]
 [Signature] [Signature] [Signature] [Signature] [Signature]

5. Landscaped garden at the ground level on the Western side of the said premises.
6. Community Hall in the building.
7. Gymnasium area in the building.
8. There will be 6(six) automatic lift with central opening sliding doors alongwith lift shaft and the lobby in front of it on typical floor and Lift machine room and the stairs from the ultimate roof leading to the lift machine room.
9. Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pump and for supply of power in the said Unit to the extent of quantum mentioned herein and/or in the other Units during power failure.
10. Effective Fire fighting system designed to retard fire spread.
11. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s and meter room in the ground floor of the building.
12. Centralised Iron Removal Plant.
13. Water pump with motor and with water supply pipes to the overhead water tank and with distribution pipes therefrom connecting to different flats.
14. Underground water reservoir with a pull-on pump installed thereat.
15. Water waste and sewerage evacuation pipes from the Units/flats to drains and sewers common to the building and from the building to the municipal drain.
16. Common toilets in the ground floor.
17. Security Room for Darwans / Security Guard in the premises.
18. Requisite arrangement of Intercom/EPAX with connections to each individual flat from the reception in the ground floor of each of the building.
19. Boundary walls

Sd/- Am
PART II

RA *RA* *RA*

(specifications of construction)
(Fittings and fixtures to be provided in the Unit)

- (I) **FOUNDATION & STRUCTURE:** The building is designed and will be built on R.C.C. foundation resting on bored piles and R.C.C. frame structure with necessary brick work and wood work as per the drawings and specification provided by the Architecture.
- (II) **DOORS:** Salwood door frame with 35mm thick flush shutters having spirit polish teak veneer finished on one side of the door except for Kitchen, Bedrooms, and toilet doors which will have commercial faced, inner sides painted with matching enamel paint. Entrance door shall have night latch, and a magic eye. Bedroom and kitchen doors shall have mortice lock and doorstopper and the toilet doors will have bathroom latch.
- (III) **WINDOWS:** All windows will be standard section Aluminum window with glass insert in each shutter fitted with matching fittings.
- (IV) **FLOORING:** The flooring of the entire flats will be finished in vitrified tiles of approved make.
- (V) **TOILETS:**
- (a) Designer ceramic tiles on the walls upto door height.
 - (b) Water closets – European type commode with low level cistern.
 - (c) Standard hand basin.
 - (d) Sunk bathing tray.
 - (e) All the piping shall be in the concealed system.
 - (f) Hot and cold water line with provision for installation of geysers.

Sd/-
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- (g) Sleek C.P. fittings.
- (h) Glass mirror and Shelf, nickled soap tray and towel rail.

(V) KITCHEN:

- (a) Black granite top cooking platform with one stainless steel sink.
- (b) Wall of Kitchen will be covered with ceramic tiles upto a height of two feet above the counter.

(VI) DECORATION WORK: Inside wall will be finished with plaster of paris punning and exterior surface of wall will be finished with combination of texturous paint / glazing as per architectural drawings.

(VII) ELECTRICAL WIRING & FITTINGS AND GENERATOR POWER:

- (a) Total concealed wiring for all the rooms provided with electrolytic copper conductors.
- (b) Air-conditioning plug point in all bedrooms.
- (c) Geyser point in all toilets.
- (d) Light and plug point in dining/drawing and bedrooms as per architectural drawings.
- (e) Electric call bell at main entrance door.
- (f) Telephone point in living room and all bedrooms.
- (g) Compatible wiring which can be hooked up to a cable television network with connection thereof in living room and all bedrooms.
- (h) Connection of Intercom/EPAX in the building to each individual flat.
- (j) Through Generator power will be provided in the said Unit during power fallure for lighting and other domestic purposes to the

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extent of 1(one) watt per Square foot of the built-up area of the said Unit controlled by electric circuit breaker.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(Devolution of Title)

- A. One Satyesh Chandra Lahiri and Sachish Chandra Lahiri were seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owners to **ALL THOSE** the various pieces and parcels of Sthitiban Ralyati (Patta Mule Mokorari) land, containing an area of 4 (four) Bighas 6 (six) Cottahs 8 (eight) Chittacks be the same a little more or less situate lying at and comprised in C.S. Dag Nos.116 (recorded as "Sali" in the Records of Rights of the State Government), 117 (then recorded as "Bastu" having dwelling units), 118 (then recorded as "Danga") and 119 (then recorded as "Danga"), recorded in C.S. Khatian No.297, in Mouza Sayedpur (also known as Salyedpur and Salyadpur), J.L. No.12, Touzi No.23, R.S.No.193, (hereinafter for the sake of brevity referred to as "the **said Property**"), absolutely and forever.
- B. By two several Indentures of Conveyance dated 30th March 1974 and 16th October 1974 both made between Satyesh Chandra Lahiri and Sachish Chandra Lahiri therein referred to as the Vendors and Metropolitan Transport Company therein referred to as the Purchaser and both registered with the District Sub-Registrar, Alipore in Book No. I Volume No. 57 Pages 170 to 178 Being No.2041 for the year 1974 and in Book No.I Volume No.169 Pages 58 to 73 Being No.5742 for the year 1974 respectively, the said Satyesh Chandra Lahiri and Sachish Chandra Lahiri for the consideration mentioned therein granted conveyed sold and transferred unto and to the said Metropolitan Transport Company **All That** the said Property, absolutely and forever.
- C. In the events aforesaid, the said Metropolitan Transport Company became the sole and absolute owner of the said Property and erected various dwelling units sheds and structures thereat and the said Property was subsequently separately assessed and numbered as by the Kolkata Municipal Corporation as municipal Premises No.338 Motilal Gupta Road, Kolkata. The name of the said Metropolitan Transport Company was mutated and continues to be recorded as

the owner of the said Property in the records of Kolkata Municipal Corporation, Ward No.122.

- D. The said Metropolitan Transport Company also got its name recorded/mutated in the Records of Rights in the Office of the B.L & L.R.O. in R.S. Khatian No.296, vide M/Case No.3845/07 & 3816/07 and the said Dags being Nos.116, 117, 118 and 119, were classified and recorded in the following manner:

Dag No.	Area in Decimal	Nature of Land
116	79	Sali
117	41	Danga
118	06	Doba
119	17	Danga
Total :	143	

- E. By an Indenture of Conveyance dated 23rd March 2006 made between the said M/s. Metropolitan Transport Company therein referred to as the Vendor of the First Part and M/s. R S A Enterprises therein referred to as the Purchaser of the Second Part and M/s. Tirupati Enterprises therein referred to as the Confirming party of the Third Part and registered with the Additional Registrar of Assurances-I, Kolkata in Book No: I CD Volume No.10 Pages 8712 to 8745 Being No. 04989 for the year 2009, the said Metropolitan Transport Company for the consideration mentioned therein granted conveyed sold and transferred unto and to the said R S A Enterprises **All That** the said Property, absolutely and forever.
- F. By 13 (thirteen) several Indentures of Conveyance all dated 20th September 2010 and registered with the District Sub-Registrar-II, South 24-Parganas, details whereof are mentioned hereinbelow, the said M/s. R S A Enterprises for the consideration mentioned therein granted conveyed sold and transferred unto and to the Owners herein **All That** the said Property, absolutely and forever, each deed pertaining to 1/13th undivided share in the said Property:

Sl. No.	Purchaser (i.e. the Present Owner)	Registration Details
1.	Well Wisher Trexim Private Limited	Book No. I CD Volume No.34 Pages 153 to 171 Being Deed No.09459 of 2010

Handwritten signatures and initials of various individuals, likely witnesses or parties to the deed.

2.	Abinash More (HUF)	Book No. I CD Volume No.34 Pages 77 to 95 Deed No.09455 of 2010
3.	Binaraji Barter Private Limited	Book No. I CD Volume No.34 Pages 58 to 76 Being Deed No.09454 of 2010
4.	Arohi Varigya Private Limited	Book No. I CD Volume No.34 Pages 39 to 57 Deed No.09453 of 2010
5.	Akash Agarwal	Book No. I CD Volume No.34 Pages 134 to 152 Deed No.09458 of 2010
6.	Riya Projects Private Limited	Book No. I CD Volume No.34 Pages 115 to 133 Deed No.09457 of 2010
7.	Smt. Anita Agarwala	Book No. I CD Volume No.34 Pages 96 to 114 Deed No.09456 of 2010
8.	Smt. Sumita Agarwala	Book No. I CD Volume No.34 Pages 20 to 38 Deed No.09452 of 2010
9.	Smt. Megha Agarwala	Book No. I CD Volume No.34 Pages 1 to 19 Deed No.09451 of 2010
10.	Smt. Renuka Agarwal	Book No. I CD Volume No.33 Pages 5459 to 5477 Deed No.09450 of 2010
11.	Madhusudan Barter Private Limited	Book No. I CD Volume No.33 Pages 5440 to 5458 Deed No.09449 of 2010
12.	Rajendra Prasad Agarwal (HUF)	Book No. I CD Volume No.33 Pages 5421 to 5439 Deed No.09448 of 2010
13.	Bijay Kumar Agarwal (HUF)	Book No. I CD Volume No.33 Pages 5402 to 5420 Deed No.09447 of 2010

In the events aforesaid, the Vendor herein became and still is seized and possessed of and/or otherwise well and sufficiently entitled to the said Property, absolutely and forever free from all encumbrances and liabilities whatsoever.

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

The block contains several handwritten signatures in black ink, scattered across the bottom half of the page. The signatures are stylized and appear to be the names of the individuals or representatives of the companies listed in the table above. Some signatures are more legible than others, but they generally correspond to the names in the table.

SIGNED SEALED AND DELIVERED by the
with named OWNERS at Kolkata in the
presence of

Arvind Kumar

Director

with named OWNERS at Kolkata in the presence of

R.P. Agarwal

Karta

with named OWNERS at Kolkata in the presence of

S. S. Ghosh

KARTA

SIGNED SEALED AND DELIVERED by the
with named DEVELOPER at Kolkata in
the presence of

with named DEVELOPER at Kolkata in the presence of

Pijush Agarwal
Director

KRISHNA MORE H.U.F.

Abinash Moe

Karta

SHASHI PORTER PVT. LTD.

with named signature Director

PRANSHU VANIJYA PVT. LTD.

S. S. Ghosh

Director

Ashish Agarwal

BYA PROJECTS PVT. LTD.

Siddhanta Bhattacharya

Authorised signatory / Director

Nil by

Seemita Agarwal

Megha Agarwal

Renuka Agarwal
MANI ENCLAVE PVT. LTD.

Renuka Agarwal

Director

Handwritten notes and signatures at the bottom left of the page.

Handwritten signature at the bottom right of the page.

DATED THIS _____ DAY OF _____ 2015

BETWEEN

WELL WISHER TREXIM PRIVATE LIMITED &
OTHERS

... OWNERS

AND

MANI ENCLAVE PRIVATE LIMITED
... DEVELOPER

DEVELOPMENT AGREEMENT

SARAOGI & COMPANY
Advocates
7B Kiran Shankar Roy Road
4C Punwani Chambers, 4th Floor
Kolkata # 700 001

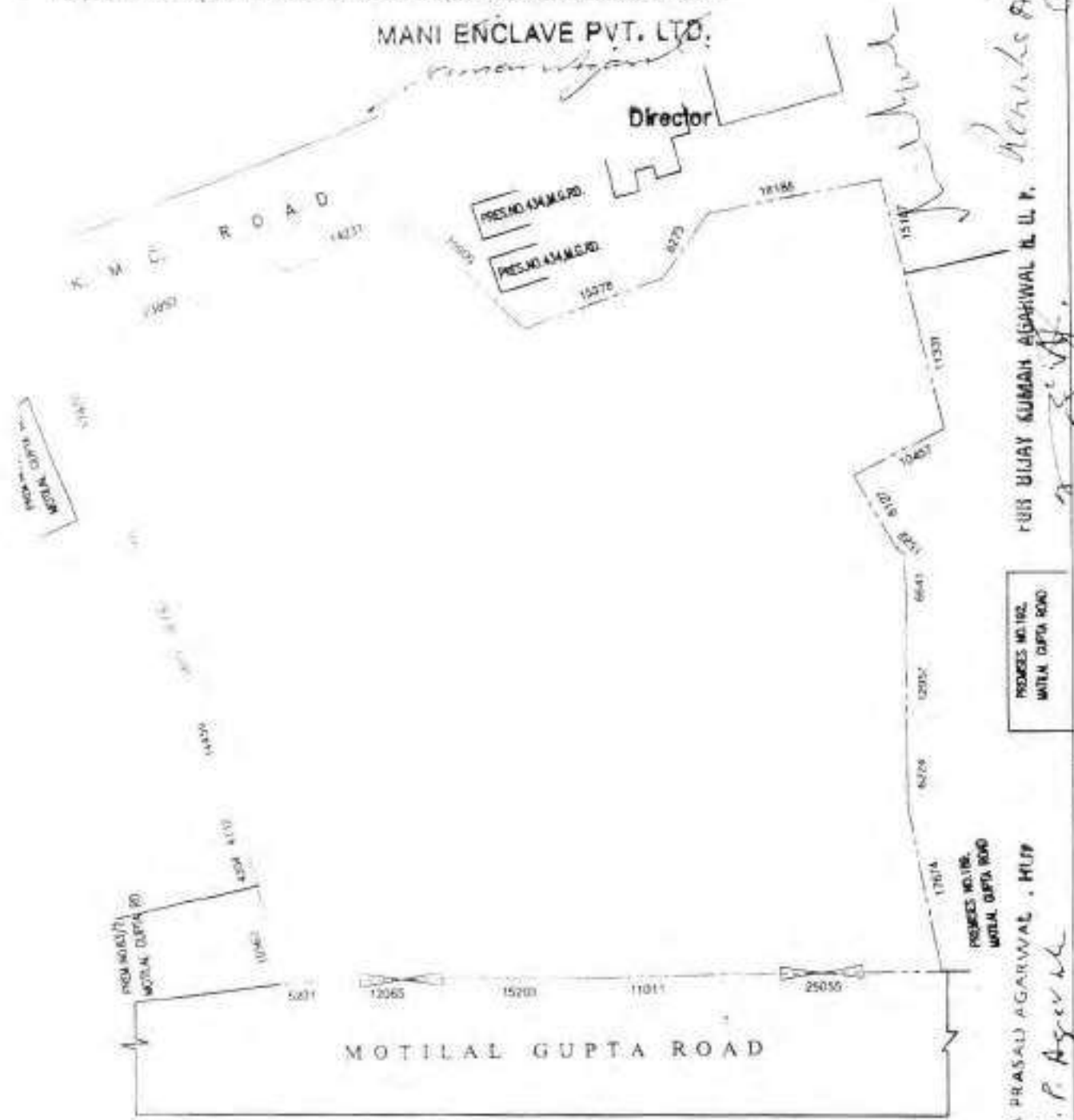
MAP OR PLAN FORMING PART OF THE FORGOING DOCUMENT CONCERNING THE BOUNDARIES OF MUNICIPAL PREMISES NO. 338, MOTILAL GUPTA ROAD, KOLKATA-700082, P.S. BEHALA, A.D.S.R. BEHALA, WITHIN WARD NO. 122 OF THE KOLKATA MUNICIPAL CORPORATION



SCALE 1:600

NOTE

- 1. The present Plan No. 338 MOTILAL GUPTA ROAD, KOLKATA, measuring 4 (four) Bigha 6 (six) centh 8 (eight) Chank being the subject matter of the foregoing document shown thus within "BFD" borders.
- 2. This plan is concerning the boundaries only and do not depict any details about the structures within.



Apogha Agarwal

KARTHA

HUS ULJAY KUMAR AGARWAL B.L.P. *R.P. Agarwal*

PREMISES NO. 102, MOTILAL GUPTA ROAD

Atul Agarwal

MAJENDRA PRASAD AGARWAL, H.P.P. *R.P. Agarwal*

Seemik Agarwal Kartik

Tipint Agarwal

ABINASH MOE

KARTHA, *Atul Agarwal*

PRODUCTS PVT. LTD.

Siddhanta Bhattacharya

Director

Arish Kumar

Director

3

Scarf

SPECIMEN FORM FOR TEN FINGER PRINTS



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Finger					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Finger					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Finger					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Finger					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Finger					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Finger					

SPECIMEN FORM FOR TEN FINGER PRINTS



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Finger					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Finger					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Finger					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Finger					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Finger					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Finger					

SPECIMEN FORM FOR TEN FINGER PRINTS



Agarwal

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Finger					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Finger					



Sharma

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Finger					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Finger					



Sharma

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Finger					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Finger					

SPECIMEN FORM FOR TEN FINGER PRINTS



Megha Agarwal

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Finger					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Finger					



Sumit Agarwal

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Finger					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Finger					



Renuka Agarwal

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Finger					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Finger					

SPECIMEN FORM FOR TEN FINGER PRINTS



Left Finger	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Finger	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

Specimen of [Name]

Left Finger	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Finger	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

Left Finger	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Finger	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



ভাৰতীয় নিৰ্বাচন কমিছন
 भारत निर्वाचन आयोग
 ELECTION COMMISSION OF INDIA
 IDENTITY CARD

XVR0970285



নিৰ্বাচকৰ নাম : বিবেক কুমাৰ জুনজুনৱালা

Elector's Name : Vivek Kumar Junjunwala

পিতাৰ নাম : বিবেক কুমাৰ জুনজুনৱালা

Father's Name : Vivek Kumar Junjunwala

লিংগ / Sex : পুৰ / M

জন্ম তাৰিখ / Date of Birth : 23/09/1982

XVR0970285

ঠিকনা:
 ২১ হাৰিশ মুকৰ্জী ৰোড, কলকাতা - ৭০০০২৫

Address:
 21 HARISH MUKHERJEE ROAD,
 KOLKATA 700025

৭.১৪

Date: 10/03/2009
 (১০.০৩.২০০৯) নিৰ্বাচন জোড়াত নিৰ্বাচক নিৰ্বাচন
 অধিদপ্তৰত স্বাক্ষৰ কৰা হৈছে।
 Facsimile Signature of the Electoral
 Registration Officer for
 133-Bhabanipur Constituency

উপৰোক্ত নিৰ্বাচকৰ নামেৰে যিকোনো বিৱৰ্তন হ'লে
 তেওঁলকক এই কাৰ্ডৰ সৈতে সংশ্লিষ্ট নিৰ্বাচক নিৰ্বাচন
 অধিদপ্তৰত স্বাক্ষৰ কৰা হৈছে।
 In case of change in address submit the Card No.
 in the relevant form for including your name in the
 roll in the changed address and to obtain the card
 with same number.

Vivek Junjunwala






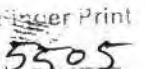
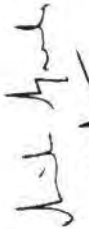

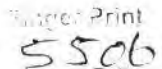
Government of West Bengal

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




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

Signature / LT Number of Query No/Year 1901000019/173/2015







1. Signature of the Person (s) admitting the Execution at his/its Residence.

Sl No.	Name of the Executor	Category	Photo	Finger Print	Signature with date
	Mr Akash Agarwal	Family Land/Lease			 19/8/15
	Mrs Anita Agarwala	Family Land/Lease			 19/8/15
	Mrs Sumita Agarwala	Family Land/Lease			 19/8/15





I Signature of the Parents/ admitting the Execution of Private Residuary

Sl. No.	Name of the Executor/ Category	Photo	Finger Print	Signature with date
51	<p>Mr. Megha Agarwal R. Laminar 11 New Howrah Bridge Approach Road, P.O. GPO, P.S. - Barabazar Kolkata - Kolkata, West Bengal India PIN 700017</p>		<p>5507</p> 	<p>Megha Agarwal 19/8/15</p>
52	<p>Mrs. Renuka Agarwal R. Laminar 11 New Howrah Bridge Approach Road, P.O. GPO, P.S. - Barabazar Kolkata - Kolkata, West Bengal India PIN 700017</p>		<p>5508</p> 	<p>Renuka Agarwal 19/8/15</p>
53	<p>Mr. Abinash Agarwal R. Represent 11 New Howrah Bridge Approach Road, P.O. GPO, P.S. - Barabazar Kolkata - Kolkata, West Bengal India PIN 700017</p>		<p>5509</p> 	<p>Abinash Agarwal 19/08/15</p>
54	<p>Mr. Abinash Moe 18-4 Miyapur Road, P.O. Haliganj, P.S. - Karasa, District - South 24 Parganas West Bengal India PIN: 700046</p>		<p>5510</p> 	<p>Abinash Moe 19/8/15</p>

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
8	Mr Nirmal Kr Agarwala 10 New Howrah Bridge Approach Road, P.O:- GPO, P.S:- Burrobazar Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001	Representative of Land Loan (Bihar) Barter Pvt Ltd		5511 	<i>Nirmal Kr Agarwala</i> 19-8-15
9.0	Mr Bijay Kumar Agarwala 35A Ballygunj Park, P.O:- Karaya, P.S:- Bullygunge, District:-South 24- Parganas West Bengal, India, PIN - 700019	Representative of Land Loan (Anshi Vanijya Pvt Ltd)		5512 	<i>Bijay Kumar</i> 19.8.2015
9.1	Mr Bijay Kumar Agarwala 35A Ballygunj Park, P.O:- Karaya, P.S:- Bullygunge, District:-South 24- Parganas, West Bengal, India, PIN - 700019	Representative of Land Loan (Bijay Kumar Agarwal Pvt Ltd)			<i>Bijay Kumar</i> 19.8.2015
10	Mr Siddhartha Bhalotia 32A, Bedon Row, P.O:- Bedon Street, P.S:- Burlola, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006	Representative of Land Loan (Riya Projects Pvt Ltd)		5513 	<i>Siddhartha Bhalotia</i> 19/08/15

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

Sl No.	Name of the Executant (Category)	Photo	Finger Print	Signature with date
51	Mr. Ashish More 18A, Mayfair Road, P.O. - Biligunji, P.S. - Karaya, District-South 24 Parganas, West Bengal, India PIN - 700019		5514 	<i>Ashish More</i> 19/8/2015
52	Mr. Rajendra Prasad Agarwala, 16A, Mayfair Road, P.O. - Biligunji, P.S. - Karaya, District - South 24 Parganas, West Bengal, India, PIN - 700019		5515 	<i>R. P. Agarwal</i> 19/8/2015
53	Mr. Sumeer Agarwal 2A, Ganha Tal Lane, Tal-48, P.O. - Dalvaimga, P.S. - Huledanga, District - South 24 Parganas, West Bengal, India, PIN - 700019		5503 	<i>Sumeer Agarwal</i> 19/8/15
54	Name and Address of Presentant	Identifier of Presentant		Signature with date
	Mr. VIVEK Jha (son of Mr. Dipak Jha) 15, Jyoti Mukherjee Road, P.O. - Kalighat, P.S. - Bhawanipara, District - South 24 Parganas, West Bengal, India - PIN - 700019	Mr. Akesh Agarwal, Mrs. Anita Agarwal, Mrs. Sumita Agarwal, Mrs. Meghna Agarwal, Mrs. Madhika Agarwal, Mr. Piyush Agarwal, Mr. Akhlesh Mote, Mr. Nirmal Kr. Agarwal, Mr. Piyv Kumar Agarwal, Mr. Sanhartha Khatwa, Mr. Ashish More, Mr. Rajendra Prasad Agarwal, Mr. Sameer Agarwal		<i>Vivek Jha</i> 19/8/15


Sumit Kumar Maity
ADDITIONAL REGISTRAR
OF ASSURANCE

OFFICE OF THE A.R.A. - I
KOLKATA
Kolkata, West Bengal

**Seller, Buyer and Property Details
and Lord & Developer Details**

Land Lord Details	
	Name, Address, Photo, Finger print and Signature
	<p>Well Wisher Trexim Pvt. Ltd. 27, Brabourne Road, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 PAN No. AAAGW2301H Status : Organization Represented by representative as given below:</p>
1	<p>Mr Piyush Agarwala, Director Son of Mr. Brahmanand Agarwala P-10, New Howrah Bridge Approach Road, P.O - GPO, P.S:- Burraobazar, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ADDPA5887F Status : Representative Date of Execution : 20/04/2015 Date of Admission : 19/08/2015 Place of Admission of Execution : Pvt. Residence</p>
	<p>Abinash More (HUF) 18A, Mayfair Road, P.O:- Ballygunj, P.S:- Karaya, District:-South 24-Parganas, West Bengal, India, PIN - 700019 PAN No. AAGHA8506D, Status : Organization Represented by representative as given below:</p>
1	<p>Mr Abinash More, Director Son of Mr. Rajendra Prasad Agarwala 18A, Mayfair Road, P.O:- Ballygunj, P.S:- Karaya, District:-South 24-Parganas, West Bengal, India, PIN - 700019 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AEAPM5458A, Status : Representative Date of Execution : 20/04/2015 Date of Admission : 19/08/2015 Place of Admission of Execution : Pvt. Residence</p>
	<p>Bhargi Barter Pvt Ltd 27, Brabourne Road, P.O:- GPO, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001 PAN No. AADC87942G, Status : Organization Represented by representative as given below:</p>

Land Lord Details

Name, Address, Photo, Finger print and Signature

Madhusudan Barter Pvt Ltd
 14, Netaji Subhash Road, P O:- GPO, F S:- Burdebazar, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001
 PAN No: AAGCM5938E
 Status : Organization
 Represented by (7-11) representative as given below:-

Mr Ashish More, Director
 Son of Mr Rajendra Prasad Agarwala
 18A, Mayfair Road, P O:- Ballygunj, P S:- Karaya, District:-South 24-Parganas, West Bengal, India, PIN - 700019
 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No: AFNPM4609M,
 Status : Representative
 Date of Execution : 20/04/2015
 Date of Admission : 19/08/2015
 Place of Admission of Execution : Pvt. Residence

Rajendra Prasad Agarwal (HUF)
 18A, Mayfair Road, P.O:- Ballygunj, P.S:- Karaya, District:-South 24-Parganas, West Bengal, India, PIN - 700019
 PAN No. AAHHR0098C,
 Status : Organization
 Represented by representative as given below:-

Mr Rajendra Prasad Agarwala, Director
 Son of Late Ram Prasad Agarwala
 18A, Mayfair Road, P.O:- Ballygunj, P.S:- Karaya, District:-South 24-Parganas, West Bengal, India, PIN - 700019
 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ACJPA0807G,
 Status : Representative
 Date of Execution : 20/04/2015
 Date of Admission : 19/08/2015
 Place of Admission of Execution : Pvt. Residence

Bijay Kumar Agarwal (HUF)
 35A, Ballygunj Park, P O:- Karaya, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019
 PAN No. AAHEB3373D,
 Status : Organization
 Represented by their representative as given below:-

Land Lord Details

Name, Address, Photo, Finger print and Signature

Mrs Anita Agarwala

Wife of Mr Nirmal Kumar Agarwala

P-10, New Howrah Bridge Approach Road, P.O:- GPO, P.S:- Burrobazar, District:-Kolkata, West Bengal, India, PIN - 700001

Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ACGPA1807K, Status : Self

Date of Execution : 20/04/2015

Date of Admission : 19/08/2015

Place of Admission of Execution : Pvt. Residence

Mrs Sumita Agarwala

Wife of Mr Brahmanand Agarwala

P-10, New Howrah Bridge Approach Road, P.O:- GPO, P.S:- Burrobazar, District:-Kolkata, West Bengal, India, PIN - 700001

Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ADDPA5863F, Status : Self

Date of Execution : 20/04/2015

Date of Admission : 19/08/2015

Place of Admission of Execution : Pvt. Residence

Mrs Megha Agarwala

Wife of Mr Piyush Agarwala

P-10, New Howrah Bridge Approach Road, P.O:- GPO, P.S:- Burrobazar, District:-Kolkata, West Bengal, India, PIN - 700001

Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ASQPS3627M, Status : Self

Date of Execution : 20/04/2015

Date of Admission : 19/08/2015

Place of Admission of Execution : Pvt. Residence

Mrs Renuka Agarwal

Wife of Mr Saroj Kumar Agarwal

P-10, New Howrah Bridge Approach Road, P.O:- GPO, P.S:- Burrobazar, District:-Kolkata, West Bengal, India, PIN - 700001

Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AFKPA6259A, Status : Self

Date of Execution : 20/04/2015

Date of Admission : 19/08/2015

Place of Admission of Execution : Pvt. Residence

Land Lord Details

Name, Address, Photo, Finger print and Signature

Mr Nirmal kr Agarwala, Director
 Son of Mr. Mantraj Agarwala
 70 New Howrah Bridge Approach Road, P.O:- GPO, P.S:- Burraobazar, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001
 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No. ACOPA6880J,
 Status: Representative
 Date of Execution: 20/04/2015
 Date of Admission: 19/08/2015
 Place of Admission of Execution: Pvt. Residence

Asphi Veniya Pvt Ltd
 14 Netaji Subhash Road, P.O:- GPO, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001
 PAN No. AAICA5644D,
 Status: Organization

Mr Akash Agarwal
 Son of Mr. Saroj Kumar Agarwal
 P-10 New Howrah Bridge Approach Road, P.O:- GPO, P.S:- Burraobazar, District:-Kolkata, West Bengal, India, PIN - 700001
 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No. ATNPA0148H,
 Status: Self
 Date of Execution: 20/04/2015
 Date of Admission: 19/08/2015
 Place of Admission of Execution: Pvt. Residence

Riya Projects Pvt Ltd
 27 Brabourne Road, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001
 PAN No. AAECR8645R,
 Status: Organization
 Represented by (4-6) representative as given below:-

Mr Sidhartha Bhalota, Director
 Son of Mr. Ram Gopal Bhalota
 32A, Bedon Row, P.O:- Bedon Street, P.S:- Burtola, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006
 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No. ADIPB6092L,
 Status: Representative
 Date of Execution: 20/04/2015
 Date of Admission: 19/08/2015
 Place of Admission of Execution: Pvt. Residence

Land Lord Details

Name, Address, Photo, Finger print and Signature

- 01 Mr Bijay Kumar Agarwala, Director
S/o of Late Ram Prasad Agarwala
35A, Ballygunj Park,, P.O:- Karaya, P.S:- Ballygunge, District:-South 24-Parganas, West Bengal, India, PIN
-730019
Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No. ACLPA2172Q,
Status: Representative
Date of Execution: 20/04/2015
Date of Admission: 19/08/2015
Place of Admission of Execution: Pvt. Residence

Developer Details

Name, Address, Photo, Finger print and Signature

Mari Enclave Private Limited
 20, QUEENS PARK, P.O:- Bullygunj, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India.
 PIN - 700019
 PAN No: AAECM1910C,
 Status: Organization
 Represented by representative as given below:-

Mr Sameer Agarwal, DIRECTOR
 Son of Mr Vikram Chand Agarwal
 3/2A Garcha 1st Lane, Flat 4B., P.O - Ballygunge, P.S - Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019
 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ADYPA4896M,
 Status: Representative
 Date of Execution : 20/04/2015
 Date of Admission : 19/08/2015
 Place of Admission of Execution : Pvt. Residence

Identifire Details

Identifier Details

No	Identifier Name & Address	Identifier of	Signature
	Mr VIVEK Jhunjhunwala Son of Mr Dinku Jhunjhunwala 21, Harish Mukherjee Road, P.O.- Kanchal, P.S.- Brahmanipore, District:- South 24-Parganas, West Bengal, India, PIN - 700025 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India,	Mr Akash Agarwal, Mrs Anita Agarwala, Mrs Sumita Agarwala, Mrs Megha Agarwala, Mrs Renuka Agarwal, Mr Piyush Agarwala, Mr Abinash More, Mr Nirmal Kr Agarwala, Mr Bijay Kumar Agarwala, Mr Siddhartha Bhalotia, Mr Ashish More, Mr Rajendra Prasad Agarwala, Mr Sameer Agarwal	

Transacted Property Details

Land Details

No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Selforth Value(In Rs.)	Market Value(In Rs.)	Other Details

Land Details

No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
	District: South 24-Parganas, P.S.- Thakurpukur Corporation, KOLKATA MUNICIPAL CORPORATION Road: Motilal Gupta Road, Road Zone: Rammohan Roy Rd – Sodepur 1st Lane/Premises Located on Road, Premises No: 338, Ward No: 122	(Rammohan Roy Rd – Sodepur 1st Lane/Premise s Located on Road)	143 Dec.	1/-	14,11,78,719/-	Proposed Use: Bastu, Property is on Road

Structure Details

Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
Gr Floor	100 Sq Ft	0/-		Residential Use, Cemented Floor, Age of Structure: 10 Years, Roof Type: Pucca, Extent of Completion: Complete
On Land Lt	100 Sq Ft.	1/-	73,125/-	Structure Type: Structure

Transfer of Property from Land Lord to Developer

Sr No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area In(%)
	Agnash/Mare (HUF)	Mani Enclave Private Limited	11	7.69231
	Archi Vaniya Pvt Ltd	Mani Enclave Private Limited	11	7.69231
	Bihani Barter Pvt Ltd.	Mani Enclave Private Limited	11	7.69231
	Bjay Kumar Agarwal (HUF)	Mani Enclave Private Limited	11	7.69231
	Madhusudan Barter Pvt Ltd	Mani Enclave Private Limited	11	7.69231
	Mr Akash Agarwal	Mani Enclave Private Limited	11	7.69231
	Mrs Anita Agarwala	Mani Enclave Private Limited	11	7.69231
	Mrs Megha Agarwala	Mani Enclave Private Limited	11	7.69231
	Mrs Renuka Agarwal	Mani Enclave Private Limited	11	7.69231
	Mrs Sumita Agarwala	Mani Enclave Private Limited	11	7.69231
	Rajendra Prasad Agarwal (HUF)	Mani Enclave Private Limited	11	7.69231
	Riya Projects Pvt Ltd.	Mani Enclave Private Limited	11	7.69231
	Well Washer Traxim Pvt. Ltd.	Mani Enclave Private Limited	11	7.69231

Transfer of Property from Land Lord to Developer

Transfer of Property from Land Lord to Developer

No	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
1	Atinosh (More) (HUF)	Mani Enclave Private Limited	7.69231 Sq Ft	7.69231
	Arshi Verma Pvt Ltd.	Mani Enclave Private Limited	7.69231 Sq Ft	7.69231
	Bharati Barter Pvt Ltd.	Mani Enclave Private Limited	7.69231 Sq Ft	7.69231
	Bijay Kumar Agarwal (HUF)	Mani Enclave Private Limited	7.69231 Sq Ft	7.69231
	Madhusudan Barter Pvt Ltd.	Mani Enclave Private Limited	7.69231 Sq Ft	7.69231
	Mr Akash Agarwal	Mani Enclave Private Limited	7.69231 Sq Ft	7.69231
	Mrs Anita Agarwala	Mani Enclave Private Limited	7.69231 Sq Ft	7.69231
	Mrs Megha Agarwala	Mani Enclave Private Limited	7.69231 Sq Ft	7.69231
	Mrs Renuka Agarwal	Mani Enclave Private Limited	7.69231 Sq Ft	7.69231
	Mrs Sumita Agarwala	Mani Enclave Private Limited	7.69231 Sq Ft	7.69231
	Rajendra Prasad Agarwal (HUF)	Mani Enclave Private Limited	7.69231 Sq Ft	7.69231
	Riya Projects Pvt Ltd.	Mani Enclave Private Limited	7.69231 Sq Ft	7.69231
	Swell Wisher Trexim Pvt. Ltd.	Mani Enclave Private Limited	7.69231 Sq Ft	7.69231

Applicant Details

Details of the applicant who has submitted the request form

Applicant's Name	Vivek Jhunjhunwala
Address	21, Harish Mukherjee Road, Thana : Bhawanipore, District : South 24-Parganas, WEST BENGAL
Applicant's Status	Buyer/Claimant

Office of the A.R.A. - I KOLKATA, District: Kolkata
Endorsement For Deed Number : I - 190106822 / 2015

Query No/Year 19010000619876/2015 Serial no/Year 1901006584 / 2015
Deed No/Year I- 190106822 / 2015
Transaction [0110] Sale, Development Agreement or Construction agreement
Name of Presentant Mr Sameer Agarwal Presented At Private Residence
Date of Execution 20-04-2015 Date of Presentation 19-08-2015

Remarks

On 17/08/2015

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. 4,12,51,844/-

(Sujan Kumar Maity)

ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
Kolkata, West Bengal

On 19/08/2015

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

Presented for registration at 15:22 hrs on 19/08/2015, at the Private residence by Mr. Sameer Agarwal

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

Execution is admitted on 19/08/2015 by

Mr Akash Agarwal Son of Mr Saroj Kumar Agarwal, P-10, New Howrah Bridge Approach Road, P.O: GPO, Thana Burobazar, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Business
Identified by Mr VIVEK Jhunjhunwala, Son of Mr Dipak Jhunjhunwala, 21, Harish Mukherjee Road, P.O: Bighat, Thana Bhowanipore, South 24-Parganas, WEST BENGAL, India, PIN - 700025, By caste Hindu, By Profession Service

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

Execution is admitted on 19/08/2015 by

Mrs Anita Agarwala Wife of Mr Nirmal Kumar Agarwala, P-10, New Howrah Bridge Approach Road, P.O: GPO, Thana Burobazar, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Business
Identified by Mr VIVEK Jhunjhunwala, Son of Mr Dipak Jhunjhunwala, 21, Harish Mukherjee Road, P.O: Bighat, Thana Bhowanipore, South 24-Parganas, WEST BENGAL, India, PIN - 700025, By caste Hindu, By Profession Service

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

Execution is admitted on 19/08/2015 by

Mrs Sumita Agarwala, Wife of Mr Brahmanand Agarwala, P-10, New Howrah Bridge Approach Road, P.O: GPO, Thana: Burrobazar, , Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Business

Identified by Mr VIVEK Jhunjhunwala, Son of Mr Dipak Jhunjhunwala, 21, Harish Mukherjee Road, P.O: Kalighat, Thana: Bhawanipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700025, By caste Hindu, By Profession Service

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

Execution is admitted on 19/08/2015 by

Mrs Megha Agarwala, Wife of Mr Piyush Agarwala, P-10, New Howrah Bridge Approach Road, P.O: GPO, Thana: Burrobazar, , Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Business

Identified by Mr VIVEK Jhunjhunwala, Son of Mr Dipak Jhunjhunwala, 21, Harish Mukherjee Road, P.O: Kalighat, Thana: Bhawanipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700025, By caste Hindu, By Profession Service

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

Execution is admitted on 19/08/2015 by

Mrs Renuka Agarwal, Wife of Mr Saroj Kumar Agarwal, P-10, New Howrah Bridge Approach Road, P.O: GPO, Thana: Burrobazar, , Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Business

Identified by Mr VIVEK Jhunjhunwala, Son of Mr Dipak Jhunjhunwala, 21, Harish Mukherjee Road, P.O: Kalighat, Thana: Bhawanipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700025, By caste Hindu, By Profession Service

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

Execution is admitted on 19/08/2015 by

Mr Piyush Agarwala, Director, Well Wisher Trexim Pvt. Ltd. , 27, Brabourne Road, P.O: GPO, Thana: Hare Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001

Identified by Mr VIVEK Jhunjhunwala, Son of Mr Dipak Jhunjhunwala, 21, Harish Mukherjee Road, P.O: Kalighat, Thana: Bhawanipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700025, By caste Hindu, By Profession Service

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

Execution is admitted on 19/08/2015 by

Mr Abinash More, Director, Abinash More (HUF) , 18A, Mayfair Road, P.O: Ballygunj, Thana: Karaya, , South 24-Parganas, WEST BENGAL, India, PIN - 700019

Identified by Mr VIVEK Jhunjhunwala, Son of Mr Dipak Jhunjhunwala, 21, Harish Mukherjee Road, P.O: Kalighat, Thana: Bhawanipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700025, By caste Hindu, By Profession Service

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

Execution is admitted on 19/08/2015 by

Mr Nirma Kr Agarwala, Director, Bihariji Barter Pvt Ltd. , 27, Brabourne Road, P.O: GPO, Thana: Hare Street, , Kolkata WEST BENGAL, India, PIN - 700001

Identified by Mr VIVEK Jhunjunwala, Son of Mr Dipak Jhunjunwala, 21, Harish Mukherjee Road, P.O: Kalighat, Thana: Bhawanipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700025, By caste Hindu, By Profession Service

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

Execution is admitted on 19/08/2015 by

1. Mr Bijay Kumar Agarwala, Director, Arohi Vanijya Pvt Ltd. , 14, Netaji Subhash Road, P.O: GPO, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001

2. Mr Bijay Kumar Agarwala, Director, Bijay Kumar Agarwal (HUF) , 35A, Ballygunj Park, P.O: Karaya, Thana: Bullygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700019

Identified by Mr VIVEK Jhunjunwala, Son of Mr Dipak Jhunjunwala, 21, Harish Mukherjee Road, P.O: Kalighat, Thana: Bhawanipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700025, By caste Hindu, By Profession Service

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

Execution is admitted on 19/08/2015 by

Mr Siddhartha Bhalotia, Director, Riya Projects Pvt Ltd. , 27, Brabourne Road, P.O: GPO, Thana: Hare Street, , City Town KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001

Identified by Mr VIVEK Jhunjunwala, Son of Mr Dipak Jhunjunwala, 21, Harish Mukherjee Road, P.O: Kalighat, Thana: Bhawanipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700025, By caste Hindu, By Profession Service

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

Execution is admitted on 19/08/2015 by

Mr Ashish More, Director, Madhusudan Barter Pvt Ltd. , 14, Netaji Subhash Road, P.O: GPO, Thana: Burrobazan, , City/Town, KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001

Identified by Mr VIVEK Jhunjunwala, Son of Mr Dipak Jhunjunwala, 21, Harish Mukherjee Road, P.O: Kalighat, Thana: Bhawanipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700025, By caste Hindu, By Profession Service

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

Execution is admitted on 19/08/2015 by

Mr Rajendra Prasad Agarwala, Director, Rajendra Prasad Agarwal (HUF) , 18A, Mayfair Road, P.O: Ballygunj, Thana: Karaya, , South 24-Parganas, WEST BENGAL, India, PIN - 700019

Identified by Mr VIVEK Jhunjunwala, Son of Mr Dipak Jhunjunwala, 21, Harish Mukherjee Road, P.O: Kalighat, Thana: Bhawanipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700025, By caste Hindu, By Profession Service

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

Execution is admitted on 19/08/2015 by

Mr Sangeer Agarwal, DIRECTOR, Mani Enclave Private Limited , 2D, QUEENS PARK, P.O: Bullygunj, Thana: Bullygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700019

19/08/2015 Query No-19010000619876 / 2015 Deed No-190106822 / 2015, Document is digitally signed.

identified by Mr VIVEK Jhunjhunwala, Son of Mr Dipak Jhunjhunwala, 21, Harish Mukherjee Road, P O:
Sanghat, Thana: Bhowanipore, South 24-Parganas, WEST BENGAL, India, PIN - 700025, By caste Hindu, By
Mission Service

(Sujan Kumar Maity)

ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A - I KOLKATA
Kolkata, West Bengal

On 20/08/2015

Certificate of Admissibility(Rule 43, West Bengal Registration Rules, 1962)

admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article
number 48(i) of Indian Stamp Act 1899.

Payment of Fees

certified that required Registration Fees payable for this document is Rs 101/- (E = Rs 21/-, I = Rs 55/-, M(a) =
Rs 2/-, M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 101/-

Payment of Stamp Duty

certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Draft Rs
50,000/- by Stamp Rs 100/-

Description of Stamp

Rs 100/- paid on Impressed type of Stamp, Serial no. 105965, Purchased on 03/03/2015, Vendor named
Hundred Banerjee

Description of Draft

Rs 75,020/- paid by the Draft(6554-16) No: 570679000405, Date: 18/08/2015, Bank: STATE BANK OF
INDIA (SBI), BALLYGUNGE.

(Sujan Kumar Maity)

ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A - I KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - i

Volume number 1901-2015, Page from 85674 to 85741
being No 190106822 for the year 2015.



Digitally signed by SUJAN KUMAR
MAITY

Date: 2015.09.08 18:37:02 +05:30

Reason: Digital Signing of Deed.

(Sujan Kumar Maity) 08/09/2015 18:37:01
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
West Bengal.

(This document is digitally signed.)