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भारतीय गैर न्यायिक

पचास
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FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

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पश्चिम बंगाल WEST BENGAL

Certified that the Document is registered. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

MC-1057/17
P-483047

THIS AGREEMENT made this 6th day of July

Two Thousand and Seventeen

BETWEEN

12 JUL 2017

[Signature]
Additional Registrar
of Assurances-1, Kolkata

M/S. NAVRATAN SUPPLIERS PVT. LTD. a limited Company incorporated under the provisions of the Companies Act, 1956 having its registered office at 22, Rabindra Sarani, 1st Floor, NS-6, P.S. - Hare Street, P.O. - Chittaranjan Avenue, Kolkata - 700073, having **PAN No - AAECN0466C**, represented by its Director Amit Rai Surana, son of Late Ashok Rai Suran residing at BD-295, Saltlake City, P.O- Saltlake, P.S- Bidhannagar, Kolkata-91 (having PAN ADJPR0399F) ,hereinafter collectively referred to as "the **OWNER/FIRST PARTY**" (which term or expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives and/or assigns) of the **FIRST PART**;

AND

NAVRATAN SUPPLIERS PVT. LTD.

[Signature]
Director

For Usna Grina Nirman Pvt. Ltd

[Signature]
Authorised Signator

5-03-2017
5-03-2017

क्रमांक नं 11/2006-2014

दि 21/07/2014

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नाम

VENDOR- SREKANTA KUNAR SAHOO

पता- कृष्णाचन्द्र 1, बि. ए. जंग, उदिय

बिहार, (मधुबनी), मधुबनी

Registration No- 106 / 1632 Madhubani

STAMP VENDOR- STAMP



Srekantha Kumar Sahoo



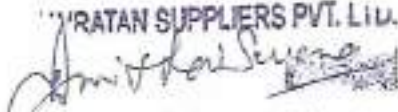
Identified by me,
Pratibha S. Tibrewal w/o
Advocate, Calcutta High Court
7B, K.S. Roy Road, Col-1.

REGISTRATION
OF ASSAULTS
- 5 JUL 2014

USHA GRIHA NIRMAN PVT. LTD, a limited Company incorporated under the provisions of the Companies Act, 1956 having its registered office at 4/1, Middleton Street, 4th Floor, Room No. 401, Kolkata 700071, Police Station Shakespeare Sarani, Post Office Park Street having PAN: AAACU6879J, represented by its authorised signatory Mr. Piyush Beriwal son of Mr. Sanjay Kumar Beriwal (having PAN:ALUPB4075D), hereinafter referred to as "the **DEVELOPER/SECOND PARTY**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors, successors-in-office/interest, nominees and/or assigns) of the **SECOND PART**.

WHEREAS

- A. Premises no. 39, Chakraberia Road (South) originally formed part of the estate of the heirs of inter alia Sukesh Chowdhury, since deceased.
- I. By a preliminary decree dated September 12, 1963 passed in Partition and Administration Suit No. 1892 of 1956 [Hrishikesh Chowdhury vs. Rai Bahadur Satish & ors] filed in the Hon'ble High Court at Calcutta, shares of the parties in the joint family properties including inter alia premises no. 39, Chakraberia Road (South) were declared and Sukesh Chowdhury, since deceased, was declared to be entitled to an undivided 1/8th [one-eighth] share therein.
- II. In course of such proceedings the Commissioner of Partition filed a final return in respect of the joint family properties for partition thereof by metes and bounds and such return provided for allotment of the property being premises no. 39, Chakraberia Road (South) exclusively to and/or in favour of Sukesh Chowdhury, since deceased.
- III. The Final Return submitted by the Commissioner of Partition was confirmed and the Hon'ble High Court at Calcutta was pleased to ultimately pass a final decree in the Partition and Administration Suit aforesaid on September 19,

ANIRATAN SUPPLIERS PVT. LTD.

 Director

For Usha Grina Nirman Pvt. Ltd
 Piyush Beriwal
 Authorised Signator



ADDITIONAL REGISTRAR
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- 6 JUL 2017

1974 by virtue whereof Sukesh Chowdhury, since deceased, became entitled to and/or the owner of premises no. 39, Chakraberia Road (South) absolutely and to the exclusion of all others.

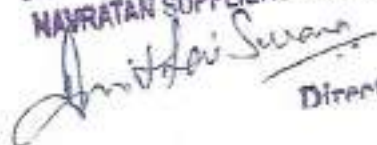
IV. Subsequently an agreement was entered into by and between Sukesh Chowdhury, since deceased, and Homen Mukherjee - the tenant at premises no. 39, Chakraberia Road (South) - on May 5, 1975 to the effect that a lease in respect of the area under the occupation of the tenant would be granted subject to discharge of the receiver appointed over the property in the partition and administration suit.

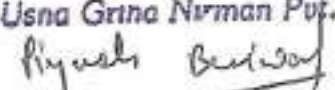
V. Pursuant to the agreement aforesaid:

i. By an order dated November 20, 1975 passed in the partition and administration suit the Hon'ble High Court at Calcutta was pleased to discharge the receiver inter alia from premises no. 39, Chakraberia Road (South);

ii. A deed of lease was made and executed on December 16, 1975 [registered at the office of the Registrar of Assurance, Calcutta in Volume No. 289 at pages 15 to 39 being Deed No. 7235 for the year 1975] by Sukesh Chowdhury, since deceased, on the one hand and Homen Mukherjee [alias Homendra Narayan Mukherjee], Asit Kumar Mondal and Minu Ghosh on the other hand whereby the parties of the second part were inducted as lessees at premises no. 39, Chakraberia Road (South) for a term of 20 years commencing on and from December 1, 1975.

VI. Sukesh Chowdhury died intestate on August 28, 1988 survived by his widow Niharbala Chowdhury, two sons, Sukumar and Sajal Chowdhury, and daughter, Ira Basu, as his only legal heirs and successors who jointly

NAV RATAN SUPPLIERS PVT. LTD.

 Director


For Usna Guna Nirman Pvt. Ltd

 Authorised Signatory

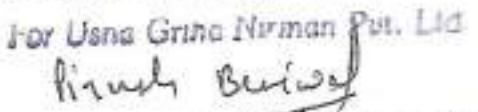


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OF ASSURANCES / KOLKATA
- 6 JUL 2017

inherited the estate left behind by Late Sukesh Chowdhury including inter alia premises no. 39, Chakraberia Road (South).

- VII. Prior to his demise, Sukesh Chowdhury had - in the presence of one of his son, Sajal Chowdhury - agreed to sell, transfer and convey a portion of premises no. 39, Chakraberia Road (South) i.e. the northern part thereof consisting inter alia of a two storied building together with the land and appurtenances thereto abutting on Chakraberia Road (South) ad measuring about 5 cottahs 5 chittacks and 37 square feet be the same a little more or less with the additional right of egress and ingress thereto through or by a common passage or entrance from the main road viz. Chakraberia Road (South) approximately four feet wide located on the eastern side of the premises with other ancillary rights subject to the lease but otherwise free from all encumbrances for a total consideration of Rs. 1,00,000/- [Rupees One Lakh only] which is described more fully and particularly in the Schedule written hereunder and marked with the letter "A" in favour of one Balai Ghosh, since deceased.
- VIII. Inasmuch as Sukesh Chowdhury, since deceased, had not been able to conclude the deal aforesaid during his lifetime, upon his death, his son Sajal Chowdhury - with the consent of all the other heirs and successors of Late Sukesh Chowdhury - agreed to execute a conveyance in favour of Balai Ghosh, since deceased, in furtherance of the agreement referred to in the foregoing paragraph.
- IX. Simultaneously, two of the lessees namely Homen Mukherjee alias Homendra Narayan Mukherjee and Asit Kumar Mondal agreed to relinquish and surrender the unexpired portion of the lease and as such their leasehold interests over and in respect of the Schedule A property to Minu Ghosh, the

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 Director

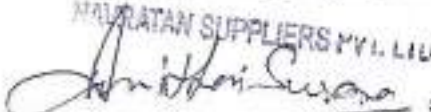
For Usna Grina Nirman Pvt. Ltd.

 Authorised Signatory

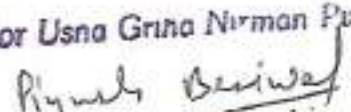


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6 JUL 2017

- other lessee and agreed to join in execution of the conveyance as confirming parties.
- X. As such a Deed of Conveyance dated June 11, 1990 [registered at the office of the Registrar of Assurance, Calcutta and recorded in Book No. 1, Volume No. 252 at pages 66 to 85 being Deed No. 8409 for the year 1990] was made and executed by Niharbala Chowdhury, Sukumar Chowdhury, Sajal Chowdhury and Ira Basu, the heirs and successors of Late Suresh Chowdhury, as vendors, Balai Ghosh, since deceased, and Minu Ghosh [alias Minakshi Ghosh] as purchasers and Homen Mukherjee alias Homendra Narayan Mukherjee and Asit Kumar Mondal as confirming parties, whereby the Schedule A property was sold, transferred and conveyed to and/or in favour of Minu Ghosh [alias Minakshi Ghosh] and Balai Ghosh.
- XI. The Schedule A property was subsequently allotted a separate municipal holding number by the corporation authorities and numbered premises no. 39A, Chakraberia Road (South).
- XII. Balai Ghosh died intestate on January 10, 2008 leaving behind surviving him his son Tapan Kumar Ghosh as his only legal heir and successor who thus acquired and/or inherited the undivided moiety [or one-half] share of his deceased father in the Schedule A property.
- XIII. By a registered Deed of Conveyance dated August 16, 2012 [registered at the office of the Additional District Sub-Registrar, Alipore, South 24 Parganas in Book No. 1, Volume No. 30 at pages 2588 to 2615 as Deed No. 06753 for the year 2012], Tapan Kumar Ghosh and Minu Ghosh [alias Minakshi Ghosh] sold, transferred and conveyed their respective undivided moiety shares in the Schedule A property to and/or in favour of the OWNER abovenamed in lieu of

MAURATAN SUPPLIERS PVT. LTD.

 Director

For Usna Grina Nirman Pvt. Ltd

 Authorised Signator



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CALCUTTA
= 6 JUL 2017

a lawful, valid and total consideration of Rs. 2,45,00,000/- [Rupees Two Crore Forty Five Lakhs only]

- XIV. The ONWER is thus absolutely and solely seized and possessed of the Schedule A property, free from all encumbrances, and has clear and marketable title over and in respect thereof.
- XV. Premises no. 42 Chakraberia Road (South) comprising of a partly two and partly three storied brick built meassuage, tenements or dwelling house together with the piece or parcel of revenue redeemed land ad measuring about 7 cottahs 3 chittaks and 22 square feet originally constituted a part of the estate of Late Girindra Nath Bose.
- XVI. Girindra Nath Bose died intestate on April 30, 1936 leaving behind surviving him his widow, Ramola Bose, since deceased, and two sons, namely Sudhir Kumar Bose and Sushil Kumar Bose, as his only legal heirs and successors who acquired and/or inherited a one-third undivided share each in the estate including premises no. 42 Chakraberia Road (South).
- XVII. Ramola Bose, the widow of Girindra Nath Bose, died intestate on March 28, 1944 and was survived by her two sons, Sudhir Kumar Bose and Sushil Kumar Bose, as her only legal heirs and successors, who in turn acquired and/or inherited her undivided one-third share in premises no. 42 Chakraberia Road (South).
- XVIII. Sudhir Kumar Bose and Sushil Kumar Bose as such became entitled to a moiety [or one-half] share each in premises no. 42 Chakraberia Road (South).
- XIX. Sudhir Bose died intestate and issueless on July 21, 1945 leaving behind surviving him his widow, Uma Bose, as his only legal heir and successor.

NAVRATAN SUPPLIERS PVT. LTD.

[Signature]
Director

For Usha Griha Nirman Pvt Ltd

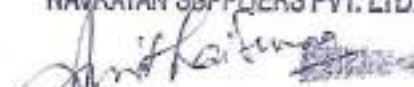
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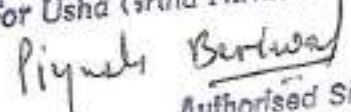


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- XX. Sometime in the year 1956 Uma Bose instituted a suit in the Court of the learned 4th Sub-ordinate Judge at Alipore in the District of South 24 Parganas [which was numbered as Title Suit No. 41 of 1956] against Sushil Kumar Bose inter alia for partition, accounts and other incidental reliefs.
- XXI. On June 7, 1960 a preliminary decree was passed in the aforesaid suit.
- XXII. Pending adjudication of the said suit the parties namely Uma Bose and Sushil Kumar Bose agreed to have premises no. 42 Chakraberia Road (South) amicably partitioned amongst themselves out of Court and in furtherance of such agreement got a Map or Plan of the said premises prepared and got the premises valued, divided and partitioned into three lots, "A", "B" and "C".
- XXIII. By an indenture dated July 7, 1961 registered and recorded at the officer of the then Registrar of Calcutta in Book No. 1 Volume No. 90 at pages 127 to 144 being Deed No. 3233 for the year 1961 made by and between Uma Bose and Sushil Kumar Bose premises no. 42 Chakraberia Road (South) was partitioned as follows:
- i. Lot A to the map/plan annexed to the Deed was allotted to Uma Bose;
 - ii. Lot B to the map/plan annexed to the Deed was allotted to Sushil Kumar Bose;
 - iii. Lot C to the map/plan annexed to the Deed was agreed to be treated as the common passage to be used and enjoyed by both parties jointly.
- XXIV. The portion which was specifically divided, demarcated and allotted to Sushil Kumar Bose by dint of the indenture aforesaid [i.e. Lot B] was subsequently mutated and assessed by the Calcutta Municipal Corporation and renumbered as 42A, Chakraberia Road (South) whereas the portion

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Director

For Usha Griha Nirman Pvt Ltd

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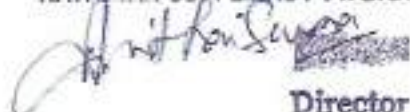
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OF ASSURANCES-I, KOLKATA
- 6 JUL 2017

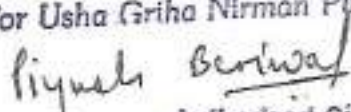
specifically divided, demarcated and allotted to Uma Bose [i.e. Lot A] was mutated and assessed by the Calcutta Municipal Corporation and renumbered as 42B, Chakraberia Road (South).

XXV. Sushil Kumar Bose died intestate on April 13, 1963 leaving behind surviving him his widow, Gita Bose, and four sons namely Sukumar Basu alias Sukumar Bose, Sunil Kumar Bose alias Sunil Basu, Gautam Basu alias Goutam Bose and Sanjay Basu alias Sanjy Bose as his only legal heirs and successors who inherited and/or acquired an equal undivided one-fifth share each in premises no. 42A, Chakraberia Road (South) having all that ground floor storied brick built messuage tenement or dwelling house together with the piece and parcel of revenue redeemed land or ground thereunto belonging whereon or on part whereof the same is erected and built containing area ad measuring about 3 cottahs 12 chittacks and 42 square feet a little more or less together with a brick built building standing thereon or on a part thereof together with the right in and over the common passage ad measuring about 1 chittack and 3 square feet and marked as Lot C in the Indenture dated July 7, 1961 - which is described more fully and particularly in the Schedule written hereunder and marked with the letter "B".

XXVI. Gita Bose, the widow of Sushil Kumar Bose, died intestate leaving behind surviving her her four sons namely Sukumar Basu alias Sukumar Bose, Sunil Kumar Bose alias Sunil Basu, Gautam Basu alias Goutam Bose and Sanjay Basu alias Sanjy Bose as his only legal heirs and successors who equally acquired the undivided one-fifth share in the Schedule B property left behind by their mother and, as such, became entitled to an equal one-fourth share each therein.

NAVATAN SUPPLIERS PVT. LTD.


Director

For Usha Griha Nirman Pvt Ltd

Authorised Signator



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6 JUL 2017

XXVII. By a registered Deed of Conveyance dated September 21, 2015 [duly registered at the office of the Additional District Sub-Registrar, Alipore in Book No. 1, Volume No. 1605 - 2015 at pages 75306 to 75346 being Deed No. 160506540 for the year 2015] the abovenamed co-owners namely Sukumar Basu alias Sukumar Bose, Sunil Kumar Bose alias Sunil Basu, Gautam Basu alias Goutam Bose and Sanjay Basu alias Sanjiy Bose sold, transferred and conveyed the Schedule B property to the OWNER abovenamed for lawful and valid consideration to the tune of Rs. 1,60,00,000/- [Rupees One Crore Sixty Lakhs only], free from all encumbrances.

XXVIII. The OWNER is thus absolutely and solely seized and possessed of the Schedule B property, free from all encumbrances, and has clear and marketable title over and in respect thereof.

XXIX. Meanwhile Uma Bose died intestate leaving behind surviving her Leena Ghosh as her sole heiress and successor who, as such, inherited and/or acquired all that piece and parcel of land and hereditaments being premises no. 42B, Chakraberia Road (South) containing an area ad measuring about 3 cottahs 5 chittacks and 21 square feet be the same a little more or less together with a party two and partly three storied brick built building situated and lying thereon or on a part or portion thereof together with the right in and over the common passage ad measuring about 1 chittack and 3 square feet and marked as Lot C in the Indenture dated July 7, 1961 - which is described more fully and particularly in the Schedule written hereunder and marked with the letter "C".

XXX. By a registered indenture dated August 26, 1996 [duly registered at the office of the Additional Registrar of Assurances-1 in Book No. 1, Volume No.

NAV RATAN SUPPLIERS PVT. LTD.

Amrit K. Sinha
Director

For Usha Griha Nirman Pvt. Ltd.
Riyesh Bera
Authorised Signatory



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REGISTRAR
OF COMPANIES, KOLKATA
- 6 JUL 2017 -

116 at pages 383 to 392 being Deed No. 4191 for the year 1996] the said Leena Ghosh sold, transferred and conveyed the Schedule C property unto and in favour of Uttamram Jagjivandas Damwala, Darshan Kumar Damwala and Gita U. Damwala for lawful and valid consideration.


XXXI. By a further registered conveyance dated October 31, 2002 [duly registered at the office of the Additional District Sub-Registrar, Alipore in Book No. 1, Volume No. 2 at pages 4572 to 4603 being Deed No. 1 - 00557 for the year 2013] the said Uttamram Jagjivandas Damwala, Darshan Kumar Damwala and Gita U. Damwala sold, transferred and conveyed the Schedule C property unto and in favour of one Dharendra Kumar Doshi for lawful and valid consideration.

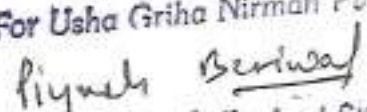
XXXII. By a registered Deed of Conveyance dated May 12, 2016 duly registered at the office of the Additional District Sub-Registrar, Alipore in Book No. 1, Volume No. 1605-2016 at pages 90522 to 90550 being Deed No. 160503349 for the year 2016 the said Dharendra Kumar Doshi sold, transferred and conveyed the Schedule C property unto and in favour of the OWNER abovenamed for valid and lawful consideration aggregating to Rs. 67,00,000/- [Rupees Sixty Seven Lakhs only] free from all encumbrances.

XXXIII. The OWNER is thus absolutely and solely seized and possessed of the Schedule C property, free from all encumbrances, and has clear and marketable title over and in respect thereof.

XXXIV. The OWNER has been enjoying peaceful, uninterrupted, vacant and khas possession of each of the Schedule properties viz. Schedule A, B and C, solely and to the exclusion of all others.

NAVRATAN SUPPLIERS PVT. LTD.


Director

For Usha Griha Nirman Pvt. Ltd.

Authorised Signator



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OF ASSURANCES-I, KOLKATA
- 6 JUL 2017

XXXV. The OWNER has since, upon making an application to such effect and upon payment of requisite fees to the Kolkata Municipal Corporation, had the aforesaid three Schedule properties amalgamated into one single municipal holding which has since been restructured and numbered premises no. 39A, Chakraberia Road (South) and which comprises inter alia all that piece and parcel of land, hereditament, tenements and messuages over an area ad measuring about 12 cottahs 8 chittacks and 10 square feet be the same a little more or less and whereupon exists 3 brick built building/structure buildings out of which 2 are three storied and 1 is two storied - more fully and particularly detailed and described in the Schedule written hereunder and marked with the letter "D" and which is fully, properly and explicitly shown demarcated delineated and clearly indicated in the Map or Plan or sketch annexed hereto and enclosed in RED ink.

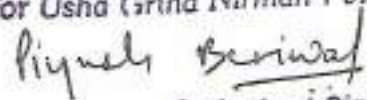
XXXVI. The OWNER has duly caused its name to be mutated in the records and/or municipal assessment book maintained by the Kolkata Municipal Corporation in respect of the Schedule D property [being the amalgam of the Schedule A, B and C properties] and has been making payment of the property taxes and other statutory dues and outgoings in respect thereof.

B. The name of the Owner is duly mutated in the records of Kolkata Municipal Corporation of the said premises.

C. Prior to entering into this Agreement, the Owner to the best of its knowledge has held out, represented before and assured the Developer and the Developer has satisfied itself with regard to such representations made by the Owner, on the basis of independent due diligence exercise carried out by it, inter alia, as follows:

NAVRATAN SUPPLIERS PVT. LTD.

 Director

For Usha Griha Nirman Pvt Ltd

 Authorised Signator



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NATIONAL REGISTER
OF COMPANIES
= 6 JUL 2017

- a) That the facts as hereinbefore recited are all true and correct and the Developer can safely rely on the same.
- b) That one Mr. Girish Sangani is the only tenant in the said premises apart from which the premises is free from all encumbrances mortgages charges liens lis pendens attachments trusts debutters acquisitions requisitions and liabilities whatsoever or howsoever.
- c) That except as mentioned above the Owner is the sole and absolute owner of the said premises and save and except the Owner, nobody else has ownership right title interest in respect of the said premises or any part or portion thereof or any undivided share therein.
- d) 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 nor has any decree, judgment or any other order / interim order been made or passed affecting the said premises or any part thereof in any manner whatsoever.
- e) That the said premises or any portion thereof is not affected by any notice or scheme of alignment of any public body or authority.
- f) That no declaration has been made or published for acquisition or requisition or vesting of the said premises or any portion thereof under the Land Acquisition Act or any other Act for the time being in force and that the said premises or any portion thereof is not affected by any notice of acquisition or requisition or alignment or vesting under any Act or case whatsoever.
- g) 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 the Public Demands Recovery Act or any other Act or otherwise whatsoever or howsoever and there is no certificate case or proceeding against the Owner or its predecessors-in-

NAV RATAN SUPPLIERS PVT. LTD.

Anish Kumar
Director

For Usha Griha Nirman Pvt. Ltd.
Piyush Bhatnagar
Authorised Signatory

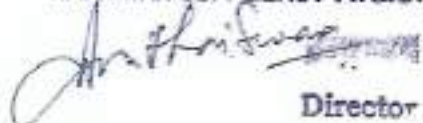


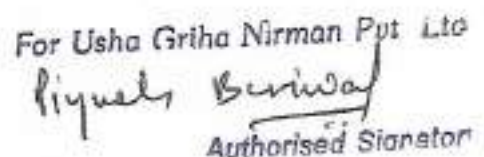
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OF ASSURANCES-1, KOLKATA
= 6 JUL 2017

title or interest for realisation of arrears of income tax or other taxes or dues or otherwise under the Public Demands Recovery Act or any other Act for the time being in force.

- h) That the Owner has obtained NOC from the Competent Authority under the Urban Land (Ceiling and Regulation) Act 1976 with regard to the said premises.
- i) That the said premises or 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 lis pendens or annuity, any right of residence or maintenance under any testamentary disposition settlement or other documents or under any law, any trust resulting or constructive, arising under any benami transaction or otherwise, any debutter wakf or devseva, any attachment including attachment before judgment of any Court or authority, any right of any person under any agreement or otherwise, any burden or obligation other than for payment of Corporation rates and taxes and other outgoings, any restrictive covenant or any pre-emption agreement or any other encumbrance of any kind whatsoever or any decree or order including any injunction or prohibitory order.
- j) That except as aforesaid tenant, as on date there is no valid or subsisting agreement for sale, development agreement joint venture agreement or transfer otherwise of the Owners' rights title or interest in the said premises or any part thereof with any person or persons nor has the Owner otherwise dealt with the same nor created any interest or right of any third party therein.
- k) That the said premises is free from any claim of any labour or employee of the erstwhile owner of the said premises.
- l) That there is no legal bar or impediment in the Owner entering into this Agreement and in conveying the units to be constructed on the said premises in favour of intending purchaser(s).

NAVRATAN SUPPLIERS PVT. LTD.


Director

For Usha Griha Nirman Pvt Ltd

Authorised Signator



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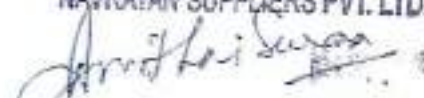
m) That the Owner has no difficulty in observing fulfilling and performing its obligations herein contained.

D. The Owner being desirous of developing the said premises approached the Developer and the Developer has agreed to undertake development of the said premises into a Residential Building and to incur all costs charges and expenses for undertaking development / construction of the New Building(s) at the said premises for mutual benefit and for the consideration and on the terms and conditions hereinafter contained, which are confirmed by the Developer.

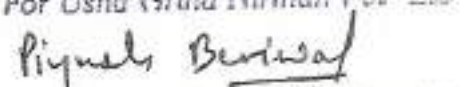
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

1. In this Agreement unless there be something contrary or repugnant to the subject or context the following expressions shall have the meanings assigned to them as hereinafter mentioned:
 - i) **SAID PREMISES** shall mean All That the piece and parcel of land measuring 12 cotthas ,8 chittack & 10 sqft acres more or less comprised in P.S. Bhawanipore, Kolkata within Ward No. 72 of Kolkata Municipal Corporation, with various structures thereat, fully described in the **FIRST SCHEDULE** hereunder written.
 - ii) **ARCHITECT** shall mean Raj Agarwal & Associates or such other Architect who may be from time to time, appointed by the Developer in consultation with the Owner for designing and planning of the New Building or Buildings at the said premises.
 - iii) **NEW BUILDING(S)** shall mean and include one or more multi storied building or buildings, and other constructed areas constructed from time to time in accordance with the plan / plans as shall be sanctioned by the appropriate / concerned authorities and which are to be constructed by the Developer at the said premises.
 - iv) **PLAN** shall mean the plans drawings and specifications of the New Building(s) as be caused to be prepared by the Developer from the Architect and sanctioned

NAV RATAN SUPPLIERS PVT. LTD.


Director

For Usha Griha Nirman Pvt. Ltd


Authorised Signator

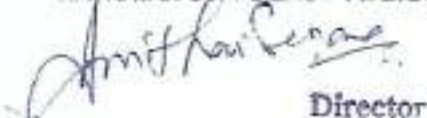


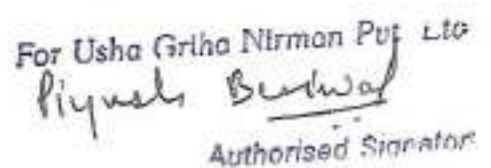
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- 6 JUL 2017

by the appropriate / concerned authorities and shall include modifications and/or additions and/or alterations thereto as may be necessary and/or required from time to time.

- v) **UNITS / SPACES** shall mean all saleable spaces / constructed areas in the New Building(s), or any other space, capable of being independently and exclusively held used occupied and enjoyed by any person and shall include open terraces, if any attached to any unit/s.
- vi) **PARKING SPACES** shall mean the spaces in the ground floor or any other floor of the New Building(s) and also at the open areas at the ground level in the said premises delineated by the Developer as indicating a right to park motor cars and two wheelers therein or thereat.
- vii) **SPECIFICATIONS** shall mean the general specifications and/or materials to be used for construction erection and completion of the New Building(s) as more fully and particularly described in the **SECOND SCHEDULE** hereunder written.
- viii) **REFUNDABLE SECURITY DEPOSIT** shall mean the amount to be deposited by the Developer with the Owner, interest free, for the purposes as hereinafter stated, to be ultimately refundable in terms of this Agreement.
- ix) **INTENDING PURCHASER** means any person owning or acquiring the right to occupy, own or use any Unit.
- x) **PERSON** means any individual, company, corporation, partnership, limited liability partnership, joint venture, trust, unincorporated organisation, government or governmental authority or agency or any other legal entity.
- xi) **TAXES** means all taxes, assessments, duties, levies and charges, including ad valorem taxes on real property, personal property taxes and business and occupation taxes, imposed by any governmental / statutory authority in connection with the development of said premises.
- xii) **COMMON AREAS AND FACILITIES** shall mean the areas installations and facilities in the New Building(s) and the said premises and expressed or

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Director

For Usha Grha Nirman Pvt. Ltd

Authorised Signator



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- 6 JUL 2017

intended by the Developer for common use and enjoyment by the Owner of units in the New Building(s), particularly described in the Fourth Schedule below.

- xiii) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the New Building(s) and the said premises and in particular the Common Areas and Facilities and all other common installations and other common purposes and for rendition of services in common to the purchasers / holders of units therein.
- xiv) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeep and administering the New Building(s) and the said premises and in particular the Common Areas and Facilities, common installations, rendition of services in common to the purchasers / holders of units in the New Building(s), 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(s).
- xv) **OWNER'S SHARE** shall mean **ALL THAT the 67 % (Sixty Seven percent)** of the gross revenue realized by the sales of the Units of the New Buildings in the said premises in the manner hereinafter contained. The share has been arrived at on the basis of the broad and basic understanding between the parties hereto to the effect that the Owner shall be entitled to **67 % (Sixty seven percent)** of saleable area in the New Building(s) to be constructed at the said premises to comprise of various units and constructed spaces and any other saleable rights and constructed spaces thereat.
- xvi) **DEVELOPER'S SHARE** shall mean **ALL THAT the 33 % (Thirty Three percent)** of the gross revenue realized by the sales of the Units of the New Buildings in the said premises in the manner hereinafter contained. The share has been arrived at on the basis of the broad and basic understanding between the parties hereto to the effect that the Developer shall be entitled to **33 % (Thirty Three percent)** of the total saleable area in the New Building(s) to be constructed at the said premises to comprise of various units and constructed spaces and any other saleable rights and constructed spaces thereat.

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Anil Kishore
Director

For Usha Griha Nirman Pvt Ltd
Riyanka Bera
Authorised Signatory



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OF ASSURANCES-I, KOLKATA
- 6 JUL 2017

- xvii) **PROJECT** shall mean the development and construction of the residential real estate project to be constructed by the Developer at the said premises.
- xviii) **GROSS REVENUE** shall include all amount received , as consideration, under any head and/or account relating to the Project after deduction of the following items only from such amounts, i.e.
- a) All Statutory realization including but not limited to service tax, GST etc.
 - b) Cost of extra work carried out exclusively at the instance of Intending Purchasers of Units at the said premises;
 - c) Deposits for electricity, water connection, cost of formation of maintenance agency, other deposits, security received from intending and/or prospective Purchasers of Units ,other spaces, areas rights or benefits at the said project or any money received for any other mutually decided specified purpose not forming part of consideration for sale, transfer of Units or other spaces rights or benefits;
 - d) Amounts received from Intending and/or prospective Purchasers of Units for installation of of generator, transformer and other installations and facilities.
 - e) Amount received for documentation and legal charges, stamp duty, registration fee , other statutory fee and expenses
 - f) Deposits for maintenance of said project .

It has been agreed by both the Developer and the Owner that an Escrow Account / Revenue Collection account shall be opened, in the Bank for the purpose of collection of such Gross Revenue.

- xix) **SUPER BUILT UP AREA** of a Unit shall mean the Built-Up Area of such Unit and the proportionate undivided share of the common areas attributable to such Unit as determined and ascertained by the Developer in consultation with the Architect.

NAV RATAN SUPPLIERS PVT. LTD.

Arif Saiwan
Director

For Usha Griha Nirman Pvt Ltd
Riyansh Bhatnagar
Authorised Signatory

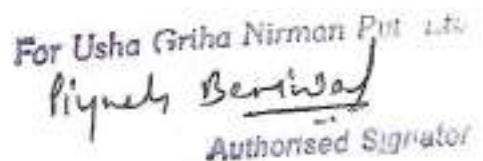


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- 6 JUL 2017

- xx) **BUILT-UP AREA** in respect of any Unit shall mean the plinth area of such Unit and include, inter alia, 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 column be common between two Units then only one-half of the area under such walls or column shall be included in each such Unit.
- xxi) **REVENUE COLLECTION ACCOUNT / ESCROW ACCOUNT** : The parties hereto shall open Revenue Collection Account/Escrow account at a mutually agreed bank for collection of Gross Revenue. It is unequivocally agreed between the parties that standing instruction shall be given to the bank that Gross Revenue collected in the said account shall be paid to the parties in the agreed ratio of 67:33 i.e 67 % of the Gross Revenue to the Owner and the balance 33% of the gross revenue to the Developer..
- xxii) **PROJECT MANAGEMENT ACCOUNT**: A separate Project management account shall be opened by the party with a mutually agreed bank for collection of all deposit other than "Gross Revenue" as defined in clause 1(xviii) above.
- xxiii) **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.

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Director

For Usha Griha Nirman Pvt. Ltd.

Authorised Signator



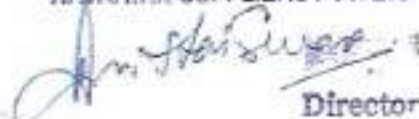
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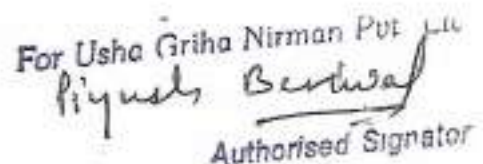
- c) A reference to a statutory provision shall include a reference to any modification or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- d) Any reference to this Agreement or any of the provisions thereof shall include all amendments 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.
- f) Words importing **singular** shall include **plural** and vice versa.
- g) Words importing **masculine** gender shall include **feminine** and **neuter** genders and likewise words importing feminine gender shall include masculine and neuter genders **And** similarly words importing neuter gender shall include masculine and feminine genders.

2. CONSIDERATION AND REVENUE SHARING

- 2.1. The share of the Developer in the Project shall be 33% (thirty three percent) and that of the Owner shall be 67% (sixty seven percent) ("**Agreed Ratio**") of the Gross Revenue.
- 2.2. In consideration of the terms conditions and covenants herein contained and on the part of Developer to be paid observed and performed for development of the said premises by constructing and/or developing the Project at its own costs and expenses in accordance with the Building Plan and payment of Owner's Share in the manner herein mentioned and all other terms, conditions and covenants herein contained, the Owner has agreed to put the Developer, subject to and in terms hereof, in permissive possession of the said premises as a licensee of the Owner on the terms of this Agreement for development of the said premises.
- 2.3. In consideration of the grant of the development rights by the Owner to the Developer under the terms of this Agreement, the Owner and the Developer agree that out of the Gross Revenue, the Owner shall be entitled to the Owner's Share and the Developer be entitled to the Developer's Share as defined hereinbefore.

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Director

For Usha Griha Nirman Pvt Ltd

Authorised Signator



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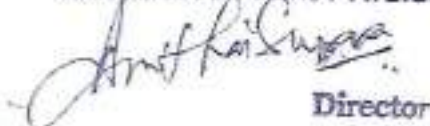
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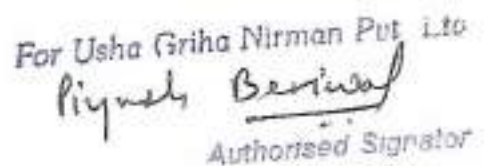
- 2.4. The Owner's Share shall be subject to appropriate deduction as agreed herein and in the manner herein contained.

3. GRANT OF DEVELOPMENT RIGHT

- 3.1. The Owner doth hereby permits and grants a irrevocable license and permission to the Developer to enter upon the said premises with right and authority to build upon and commercially exploit said premises by constructing the New Building(s) thereon in accordance with sanctions/permissions herein mentioned.
- 3.2. With effect from the date hereof, the Developer shall be entitled to enter upon as a irrevocable licensee and to undertake the work of construction on the said premises and the Owner shall allow the right of such entry for the sole purpose of carrying out and completing the development and commercial exploitation of the said premises. However, the legal domain, irrevocable permissive possession and control of the said premises shall continue to vest with the Owner till the time of transfer of Units to intending Purchaser(s) thereof. Unless mutually agreed anytime hereafter, in as much as the construction on the said premises is concerned, the Developer shall act as licensee of the Owner and shall be entitled to be in irrevocable permissive possession of the said premises as and by way of a licensee of the Owner as understood under Section 52 of the Indian Easements Act, 1882, to carry out the construction of the New Building(s), save and except that the Developer shall not be entitled to create any possessory right over the said premises which could be construed as transfer of the property within the meaning of any law.
- 3.3. The Developer undertakes to develop and shall commence, execute and complete the development of the said premises in compliance with the terms, covenants and conditions herein contained set forth in this Agreement.
- 3.4. Unless prevented by reasons for which performance is excused as contained in this Agreement and none else, the Developer will be obliged to complete construction of the New Building(s) on the said premises and obtain Completion Certificate from the appropriate authority within 30 months of sanction of building plan, with a further grace period of 6 (six) months, subject to further extension as may be mutually agreed.

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Director

For Usha Griha Nirman Pvt. Ltd.

Authorized Signator



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CALCUTTA
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- 3.5. For convenient and efficient planning of the Project, the Developer is entitled to amalgamate the said premises with any other adjoining plots or premises without any objection or hindrance or claim by the Owner.

4. SECURITY DEPOSIT

- 4.1 **SECURITY DEPOSIT:** The Second Party shall deposit with the First Party a sum of Rs.1,11,00,000/- (One Crore Eleven Lakhs only) as and by way of refundable/adjustable Security Deposit (hereinafter referred to as "**Security Deposit**") in the following manner:

- a) Rs. 55,50,000/- (Rupees Fifty Five Lacs Fifty Thousand only) on or at the time the date of execution hereof.
- b) Rs. 55,50,000/- (Rupees Fifty Five lacs Fifty Thousand only) within 7(Seven) days from the date of payment receipt of demand of Sanction of Building Plan (the receipt whereof the First Party do hereby as also by the Receipt and Memo hereunder written admit and acknowledge).
- c) Except as otherwise specifically provided herein, the said Refundable Security Deposit shall be interest free.

- 4.2 **REFUND/ OF SECURITY DEPOSIT:** The above said Security Deposit shall be refundable in the following manner:

- i. A Sum of Rs. 55,50,000 (Rupees Fifty Five Lacs Fifty Thousand Only) shall be repaid within 15 days of completion of all floor casting of the Building Complex by the Second Party and upon Second Party issuing Notice of Completion of all floor casting duly certified from the Architect. If the Owner fails to pay the above noted due amount within 15 (fifteen) days from the date

NAVRATAN SUPPLIERS PVT. LTD.

Amish Kumar
Director

For Usha Griha Nirman Pvt. Ltd

Piyush Beriwal
Authorised Signator



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OF ASSURANCES, CALCUTTA
- 6 JUL 2017

of receiving intimation of payment will have to pay interest @15% (annually compounded) on due amount till the date of payment to the Developer.

- ii. The remaining sum of Rs. 55,50,000 (Rupees Fifty Five Lacs Fifty Thousand Only) shall be repaid within 15 days of completion of the entire building and upon receiving Certificate of Completion from the relevant statutory authority. If the Owner fails to pay the above noted due amount within 15 (fifteen) days from the date of receiving intimation of payment will have to pay interest @15% (annually compounded) on due amount till the date of payment to the Developer.

5. TITLE DEEDS OF SAID PREMISES: All original records of rights and other original documents, Deeds and other papers relating to title of the project property (hereinafter collectively referred to as "Land Documents") shall with effect from the date hereof always remain in a joint Locker opened jointly by the the Developer and the Owner in the same bank where the abovementioned Escrow Account shall exist.

6. BUILDING PERMIT, APPROVALS AND PERMISSIONS

- a. **SIGNATURE AND SUBMISSION:** The First Party shall sign, execute, a registered power of attorney in favour of the second party whereby its representatives or nominees can obtain, or apply for all necessary permissions or approvals from the concerned authority, to submit and deliver all application undertaking, declaration, affidavit, plans, letters and other documents and do all acts deeds and things as may be required in connection with the obtaining of revised/renewal

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Anil Rai Suman
Director

For Usha Griha Nirman Pvt. Ltd.

Piyush Bera
Authorised Signator

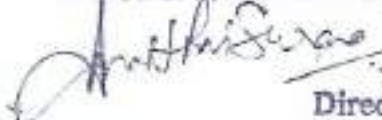


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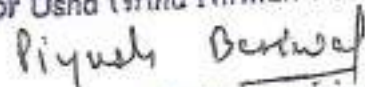
sanctions and approvals required to be obtained for commencing or carrying out the Project Development at the Project Property.

- b. **UTILITIES:** The Second Party shall apply for and obtain at its costs and expenses and in the name of the First Party, temporary and/or permanent, connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the Project.
- c. Any revisions to the modified sanction plan, from the appropriate authorities shall be prepared and submitted by the Developer and all costs expenses including Architect's fees and other charges and expenses required to be paid or deposited in connection with such revisions shall be borne by the Developer.
- d. The Owner hereby authorises and empowers 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 other body or bodies required for construction use and enjoyment of the New Building(s) at the cost of the Developer and for that purpose or otherwise to close down and have disconnected the existing connections.
- e. The Developer shall have all necessary authorities and powers for undertaking and carrying out works for and incidental to the construction and completion of the New Building(s) and obtaining inputs, utilities and facilities therein and the Owner agrees to execute such papers and documents and do such other acts deeds and things as be reasonably required by the Developer therefor.
- f. 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(s) and shall be liable for all

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Director

For Usha Griha Nirman Pvt. Ltd.


Authorised Signator



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risk cost and consequences thereof from the date of getting possession and execution of this agreement. and all other previous liabilities shall be solely responsible and payable by the Owner.

7. DEVELOPMENT AND CONSTRUCTION

- 7.1. Once sanction is obtained, the Developer will commence construction expeditiously and not later than 3 (three) months from the date of received of the sanctioned plan and construct, erect and complete at its own cost, the proposed buildings on the said premises in accordance with the plan to be sanctioned by the appropriate / concerned authorities, as may be modified from time to time, and/or other appropriate authorities concerned.
- 7.2. The Developer shall construct the New Building(s) 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(s) are more fully and particularly described in the Second Schedule hereunder written.
- 7.3. All constructions as may be made at the said premises shall be at the sole risk and responsibility of the Developer and all building materials, plants and machineries, 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 Owner against all liabilities losses claims or proceedings whatsoever arising under common law or under any statute in respect of 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.
- 7.4. The Developer from the date of taking permissive possession of the said premises thus hereby agrees to keep the Owner saved harmless and indemnified against all actions, losses, damages, accidents, mishaps, liabilities, fines, penalties, compensations, costs, charges and expenses, for any such acts, omissions, non-compliances, lapses or violations of any law, bye-law, rules and regulations concerning demolition of present structure and the development of the said premises and any accident or mishap arising out of faulty design, construction or workmanship and arising as a result of the acts and omissions of the Developer and that in carrying out all of the obligations of the Developer as aforesaid,

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Amrit Kaur
Director

For Usha Griha Nirman Pvt. Ltd.
Riyush Beriwal
Authorised Signator



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the Owner will, without any claim or demand, sign and execute all necessary papers and applications as may be required by the Developer and render active cooperation and assistance in getting and keeping valid all such consents and the Owner agrees not to do or cause to be done any act or thing which will render invalid or make liable to be rendered invalid any such consents.

- 7.5. The Developer shall abide by all laws, bye-laws rules and regulations of the appropriate Government and local bodies and shall attend to answers and be responsible for any deviation violation and/or breach of any of the said laws bye-laws rules and regulations. The Developer hereby agrees to keep the Owner saved harmless and indemnified against all punitive actions, losses, damages, fines, penalties, costs charges and expenses, resulting due to omission, non compliance, lapses or violations of any law, bye-law, rules and regulations concerning the development of the said premises and arising as a result of the acts and omissions of the Developer.
- 7.6. All persons employed by the Developer in connection with the development shall be the Developer's employees or independent contractors, and shall not be the employees or agents of the Owner. The Developer shall be solely responsible for the salaries of its employees and any employee benefits, including, without limitation, wages and worker's compensation benefits. The Developer shall fully comply with all applicable laws and regulations having to do with worker's compensation, hours of labour, wages, working conditions, and other employer -employee related subjects. The Developer hereby agrees to indemnify, defend and hold harmless the Owner for, from and against any cost, loss, damage or expense (including, but not limited to, reasonable attorneys' fees and all court costs and other expenses of litigation, whether or not taxable under local law) arising out of the Developer's policies, procedures, acts or omissions relating to employment matters.
- 7.7. The Developer shall be entitled to construct the building/s in accordance with the sanctioned plan thereof without any hindrance or obstruction from the Owner or any person claiming through or under trust for it.
- 7.8. The Developer shall at its own cost be entitled to make any variation and/or modifications in the said plan and/or specifications and/or construction of the building(s) as may be

NAVRATAN SUPPLIERS PVT. LTD.

Anil Rai Suras
Director

For Usha Griha Nirman Pvt Ltd

Riyesh Berawal
Authorised Signator



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permitted to be done from time to time by the appropriate / concerned authority or other appropriate authorities or under any statute or under the advice of any Architect.

8. DEVELOPER'S OTHER RIGHTS

- i. In the manner set out below, the Developer shall market and sell Unit(s)/space(s)/area(s) to Intending Purchasers, as price decided mutually by the Developer and the Owner from time to time. The Developer/Second Party shall be entitled to accept bookings of one flats as pre launch offer or soft booking and shall deposit the said consideration amount of bookings in Revenue Collection account/ Escrow Account mentioned in clause 1 subclause xvii.
- ii. It is also agreed that Intending Purchasers shall be entitled to mortgage and/or create charge over or in respect of respective Units intended to be purchased for obtaining loans for purchase of the same.

9. RIGHT OF FURTHER CONSTRUCTION

- 9.1. If at any time the said Project becomes applicable for further construction then the Developer shall intimate the Owner in this behalf, and upon the prior approval being obtained from the Owner the Developer shall proceed for making the application for sanction of further construction. All the extra cost and charges incurred or to be incurred with respect to the sanction shall be shared by owner and developer in their respective ratio 67:33 and further all cost towards construction shall be entirely bourne by the Developer.
- 9.2. For the purpose of further construction, the Developer shall be entitled from time to time to remove, shift and substitute (subject to the obligation of the Developer to re-install the same at the new terrace being constructed) the water tank, lift machineries, lift room, television antenna from the roof, terrace and parapet wall.
- 9.3. The Developer shall always and from time to time, when required by reason of further construction or constructions subject to approval of the concerned /appropriate or other authorities, be entitled to connect the electricity, water,

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Amitha Sanyal

Director

For Usha Griha Nirman Pvt. Ltd

Piyush Beriwal

Authorised Signator



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ADDITIONAL REGISTRAR
OF ASSOCIATED MOUNTAIN
- 6 JUL 2017

sanitary, drainage, fittings and lift to the additional structures and storeys with the connections and/or sources that may be existing in the constructed buildings of the residential complex and/or portions and the additional structures shall be entitled to all benefits, advantages, easements and facilities as the other parts of the said buildings for the time being shall have.

9.4. If the Developer shall get permission for extra construction then the construction period for completion of the entire project shall be extended as mutually agreed.

9.5. The Developer shall always and from time to time, when required by reason of further construction or constructions subject to approval of the concerned /appropriate or other authorities, be entitled to connect the electricity, water, sanitary, drainage, fittings and lift to the additional structures and storeys with the connections and/or sources that may be existing in the constructed buildings of the residential complex and/or portions and the additional structures shall be entitled to all benefits, advantages, easements and facilities as the other parts of the said buildings for the time being shall have. All costs, fees, seen and unseen expenses for obtaining approval of and/or sanction for additional constructions and/or from the concerned /appropriate or other authorities shall be borne by the Owner and the Developer in a ratio of 67:33.

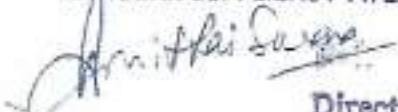
9.6. If the Developer shall get permission for extra construction then the construction period for completion of the entire project shall be extended as mutually agreed.

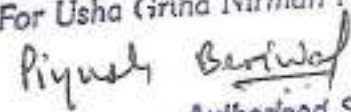
10. PROCEDURE OF SALE AND ALLOCATION

10.1. The Owner and Developer shall mutually decide the common selling strategy and price for the sale of all the Units/Spaces including common parts, areas, car/scooter parking spaces, terrace and roof whatsoever of the Project to the Intending Purchasers. In case of disagreement between the parties, then the constructed area shall be allotted to the Developer and Owner in the ratio of 33 : 67 and the parties shall have the right to sell their respective allocations on such terms and conditions as they deem fit and proper.

10.2. It has been agreed by and between the Parties that an advertisement expense upto Rs. 15,00,000 (Rupees Fifteen Lacs Only) shall be incurred by the Parties in their agreed ratio as mentioned above. Any expenditure over and above the said

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Director

For Usha Griha Nirman Pvt. Ltd.

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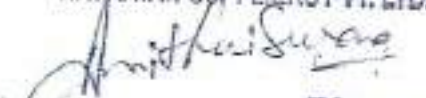


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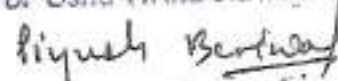
amount shall be borne after being mutually decided by both the parties as per their respective ratio.

- 10.3. The said marketing, advertising and selling consultants and/or brokers shall raise the invoices and mark a copy of the same to the Parties herein. The parties shall within 15 days from the receipt of the said invoices make endeavours for payment of the same.
- 10.4. The sale of the Units shall be done mutually by the Parties. The Owner shall authorise its representatives who would sign and execute the documents for and on its behalf. The commercial terms of the sale shall be fixed by the Parties mutually, and any variation thereof shall not be acceptable until and unless agreed by both the Parties.
- 10.5. The Developer shall open a Revenue Collection Account and establish with in a bank mutually approved by the Owner, All incomes or collections or deposits on account of the Project (including items which are excluded from the meaning of the term Gross Revenue) shall always be accounted for and deposited in Revenue Collection Account/ Escrow Account and distributed on the strength of irrevocable standing instruction of the Developer to the bank in the ratio of 33:67 between the Developer and the Owner respectively.
- 10.6. Upon moneys being due to Intending Purchasers arising out of cancellation of booking(s) for all amounts payable to such Intending Purchasers shall be paid by the Owner and the Developer in the same ratio as they have received the amounts paid by the intending Purchasers. The Developer shall accordingly send to the Owner a statement of such cancellation in the preceding month alongwith such Intending Purchasers and payable to such Intending Purchasers upon cancellation, for the Owner making payment of its share of amounts to be payable to the Developer which will be repaid to the Intending Purchasers by the Developer simultaneously with the Developer also making payment of its share of such amount. It shall be the responsibility of the Developer to obtain from the Intending Purchasers receipts in from of the Owner and good and effectual discharges signed by such Intending Purchasers of both the Developer and the Owner as well as in respect of the Units which were proposed to be purchased by the Intending Purchasers.

NAVRATAN SUPPLIERS PVT. LTD.


Director

For Usha Griha Nirman Pvt. Ltd.

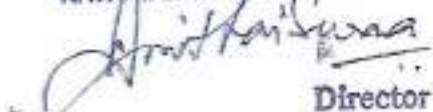

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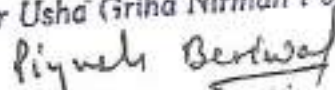


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ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
- 6 JUL 2017

- 10.7. The Developer during the subsistence of this Agreement, maintain books of accounts in accordance with standard accounting practices and statutory requirements recording all receipts from all sources derived or on account of the sales, pay received, in accordance with this Agreement and the Applicable Laws and shall allow the Owner inspection of the relevant books of accounts pertaining to the reimbursements made by the Owner, cancellation of bookings and/ or payments of the statutory liabilities and/ or brokerage fees by the Owner and allow the Owner to take copies thereof, if required.
- 10.8. After final completion and sale of all areas of the building or buildings and the said premises, the parties shall carry out final reconciliation of accounts of the said Revenue Collection Account and pay or receive suitable adjustment amounts to or from each other.
- 10.9. In order to enable the Developer to expeditiously complete development of the said premises in a smooth and orderly manner, the Owner agrees not to interfere in the development construction work at the said premises and/or part or parts thereof, save and except as specified herein. However advertisement and/or marketing of flats at the said premises shall be done mutually by the parties.
- 10.10. The Owner has represented that it has a good and marketable title to the said premises. The Developer has however satisfied itself with regard to the title of the Owner to the said premises, based on the papers and documents produced by the Owner; however the Owner shall always be obliged to produce all necessary permissions certificates, clearances and/or approvals and answer satisfy and comply with all queries and requisitions of title as may be required from time to time by the Developer and/or the purchasers of units and other constructed areas in the New Building.
- 10.11. The Owner doth hereby agree and covenant with the Developer as follows:
- i) To allow the right of entry to the Developer for the sole purpose of carrying out and completing the development of the said premises within the period herein mentioned as and maybe extended as per mutual consent.
 - ii) To render all assistance and cooperation to the Developer in construction of the proposed Buildings, if so required and found necessary.

NAVATAN SUPPLIERS PVT. LTD.


Director

For Usha Griha Nirman Pvt Ltd

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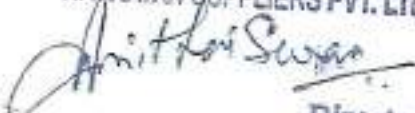


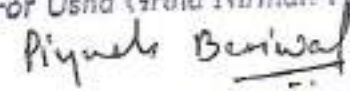
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- iii) Not to cause any interference or hindrance or obstruction in the construction of the proposed Buildings on the premises by the Developer and/or its agents.
- iv) Not to do any act deed or thing whereby the Developer be prevented from selling transferring dealing with or disposing of the constructed spaces or any part thereof.
- v) Not to let out, grant lease, mortgage, charge or otherwise encumber or part with possession of the said premises or any part thereof.
- vi) The Owner will give a Registered Power of Attorney in favour of the nominee of Developer for getting all approvals, to execute and register all Agreements for Sale and Deeds of Conveyance of all the respective purchasers.
- vii)
 - vii) On and from the execution of this agreement, the First party shall make over peaceful and irrevocable permissive possession of the project property to the second party.
 - viii) Mutation ,Conversion, NOC from ULC and amalgamation of the property is the responsibility of the First party and shall provide original copies of the evidences thereof to the Second Party and deliver the originals as part of the Land Documents.
- ix) In case the records of the Corporation or any other concerned authority require any correction or rectification or change, the First Party shall cause the same. Any defect or deficiency in any records in respect of the Project Property or in the title of the Project Property whether detected before or after Execution Date, shall be removed, rectified and remedied by the First Party.

NAV RATAN SUPPLIERS PVT. LTD.


Director

For Usha Grtha Nirman Pvt Ltd

Authorised Signator



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- x) The First Party will extend all its support to the Second Party for tackling and removing any local or political disturbance if any concerning the Project Property or its development or transfer.
- xi) To allow the right of entry to the Developer for the sole purpose of carrying out and completing the development of the said premises within the period herein mentioned as and maybe entered as per mutual consent.
- xii) To render all assistance and cooperation to the Developer in construction of the proposed Buildings, if so required and found necessary.
- xiii) Not to cause any interference or hindrance or obstruction in the construction of the proposed Buildings on the premises by the Developer and/or its agents.
- xiv) Not to do any act deed or thing whereby the Developer be prevented from selling transferring dealing with or disposing of the constructed spaces or any part thereof.
- xv) Not to let out, grant lease, mortgage, charge or otherwise encumber or part with possession of the said premises or any part thereof.

11. MAINTENANCE MANAGEMENT AND OUTGOINGS

11.1 The Developer shall frame all rules and regulations regarding the usage and rendition of common services and also the common restrictions which should be normally kept in the sale and transfer of residential and commercial units.

11.2 Common areas installations and facilities shall be managed by the maintenance organisation so expressed for such purpose for common use

NAVRATAN SUPPLIERS PVT. LTD.

Amith Rai Sur
Director

For Usha Griha Nirman Pvt. Ltd
Riyesh Bhatnagar
Authorised Signator



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OF ASSOCIATION COLLEGE
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and enjoyment of the co-owners and such common areas installations and facilities shall be transferred to such maintenance organisation upon the same being found as decided by the Developer.

11.3 After obtaining completion certification from the Kolkata Municipal Corporation in respect of the whole Project, the Developer shall forthwith take steps for formation of "Association of Apartment Owners" and till such time the maintenance of the said project shall be done a facility management company or otherwise for management and administration of the maintenance of all common parts, amenities and facilities and other affairs of the Project and to receive and realize contributions from all end users and/or occupiers of different units in the Project which may be payable as common expenses or for maintenance, service charges, rates and taxes and also to disburse the same. The Owner will render full cooperation and will do all acts deeds and things as may be required in this regard..

11.4 The parties hereto shall ensure that purchasers of the Units in the Project shall become members of the "Association of Apartment Owners" as and when such association is formed and to cooperate in every manner whatsoever for formation of such Association. After formation of the "Association of Apartment Owners", the Developer shall have no responsibility for the Project or the Common Purposes and shall stand discharged from all risks and responsibilities towards the Project where upon, the "Association of Apartment Owners" shall be responsible for the Project, its maintenance, upkeep and all Common Purposes.

12. OBLIGATIONS OF THE OWNER

12.1 The obligation of the Developer to develop the said premises is conditional upon fulfillment of all of the following obligations of the Owner to the satisfaction of the Developer within a period of 60(sixty) days from the date of this Development Agreement or such extended period as the Developer may agree. The Owner shall exercise all rights and powers available to it and use its best efforts to ensure that the Owner's obligations are so fulfilled.

NAV RATAN SUPPLIERS PVT. LTD.

Amitha Suresh
Director

For Usha Grha Nirman Pvt. Ltd.
Piyush Bera
Authorised Signator



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ADDITIONAL REGISTRAR
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12.2 The obligations of the Owner shall be as follows:

- (i) The land of the said premises shall be cleared in all ways by the Owner.
- (ii) The land should be demarcated with boundary walls on all sides.
- (iii) The four side pathways shall be demarcated by a separate wall at the cost of the Owner.
- (iv) Any disputes or encroachment in or around the said premises shall be cleared by the Owner.

12.3 The hawkers and other illegal encroachment outside the Premises on footpath shall be removed jointly by the Owner / First Party & Developer/Second Party and all expenses towards removal of Tenant shall be borne as per their respective ratio (67:33).

13. FORCE MAJEURE

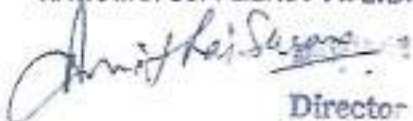
13.1 The obligations of the parties is subject only to the following force majeure conditions (and nothing else):

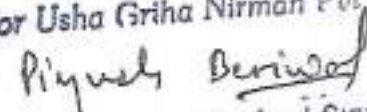
If at any time during the continuation of the contract, the performance in whole or in part of any obligation of either party under the contract shall be prevented or delayed only by reason of any war, floods, earthquake, fire, air raid or any other act of God or restriction of any authority or Government 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.

14. DEVELOPER'S OBLIGATIONS

14.1 This Agreement is completely personal to the Developer and except as specifically provided for in this Agreement, in no event the Developer shall be entitled to transfer

NAVRATAN SUPPLIERS PVT. LTD.


Director

For Usha Griha Nirman Pvt. Ltd.

Authorised Signator



ADDITIONAL REGISTRAR
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and/or assign its right interest and/or the benefits of this Agreement to any other person and/or person without the consent of Owner, in writing prior had and obtained.

14.1 The Developer shall take full responsibility for the adequacy, stability and safety of all site operations, of all methods of construction and of all the works. The Developer shall make all arrangements for security, fire fighting and fire safety and all necessary civic facilities and amenities as may be required for preservation and protection of the said premises at its own cost and as per the rules and regulations pertaining to the same.

14.2 The Developer shall comply with all labour legislations and shall not employ any minor for the purpose of construction work at the said premises.

15. INDEMNITY

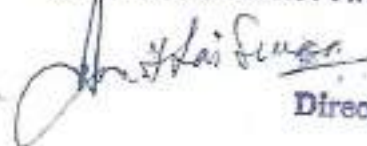
15.1 Each party ("Indemnifying Party") shall indemnify and agrees to defend and to keep the other indemnified including its heirs, successors, officers, directors, partners, agents and employees and save harmless against all costs, expenses (including attorneys' fees), charges, loss, damages, claims, demands or actions of whatsoever nature by reason of:

a) The Developer hereby undertake to keep the Owner indemnified against all third party claims and actions arising out of any sort of act or commission of the Developer in or relating to or arising out of the construction of the said buildings at the said premises.

b) The Developer hereby undertakes to keep the Owner indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said building or buildings at the said premises and /or for any defect thereon and/or for dealing with the Developer as well as the Owner.

c) If the Developer fails to complete the entire construction and Development of the said project within the time frame as mentioned in clause 3.4 Above, the Developer shall be liable to pay the Owner a sum of Rs. 25,000/- per month or proportionate thereof, for every month of delay. If any, the Developer will get the further sanction for extra floor then the completion of project time will be increased as per mutually decided by both the parties (Developer & Owner).

NAV RATAN SUPPLIERS PVT. LTD.


Director

For Usha Griha Nirman Pvt. Ltd.
Piyush Baniwal
Authorised Signator



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26 JUL 2017

16. EFFECTIVE DATE AND TERM

This Agreement shall take effect on the date of signing of this Agreement (Effective Date) and shall remain in force till Completion. Neither party shall, except as provided in clause 19 hererof, have the right to terminate the Agreement.

17. PURPOSE

17.1 This Agreement is to set forth the terms and conditions with respect to and pertaining to the grant of development rights by the Owner with respect to the said premises in favour of the Developer, the nature of the Project to be developed by the Developer and the rights and obligations of the parties towards the implementation of the Project.

17.2 The parties shall extend all cooperation to each other and do all such acts and deeds that may be required to give effect to and accomplish the provisions and purposes of this Agreement. The Owner shall provide all assistance to the Developer that may be required by the Developer from time to time for the purpose of carrying out the transactions contemplated hereby.

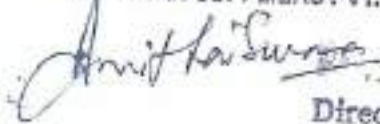
17.3 If, for any reason whatsoever, any term contained in this Agreement cannot be performed or fulfilled, then save and except any other rights the parties respectively may have against the other under this Agreement or in law, the parties shall meet, explore and agree to any alternative solutions depending upon the changed circumstances, but keeping in view the spirit and objectives of this Agreement.

18. DEFAULTS

18.1 If at any time hereafter it shall appear that any of the parties hereto have failed and/or neglected to carry out its obligations under this Agreement or to extend full cooperation agreed to be extended hereunder, then the party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all losses and damages suffered by it from the defaulting party without prejudice to its other rights hereunder.

18.2 In the event there is any material breach of any of the obligations on the part of the Developer contained in this Agreement (except clause 3.4), or the Developer is declared

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Director

For Usha Griha Nirman Pvt Ltd


Authorised Signator



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5 JUL 2017

insolvent, the Owner shall serve a notice to the Developer specifying the defaults on the part of the Developer and the remedial measures required to be taken by the Developer within a period of 30 (thirty) days thereof. After expiry of such period, if such default has not been cured, unless such period is extended by the Owner, the Owner may terminate this Agreement by giving a termination notice to the Developer, whereupon this Agreement shall terminate on the date specified for termination in the termination notice or such later date as the parties shall have agreed.

- 18.3 Unless prevented by occurrence of any Force Majeure Event, if the Developer fails to complete the development within the grace period as provided in clause 3.4 of this Agreement, the Developer shall be liable to pay a sum of Rs. 25,000/- to the Owner for delay of each month or part thereof, without prejudice to any other rights of the Owner in law or equity or hereunder. This time period may be extended if mutually agreed.

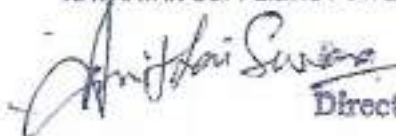
19. ACQUISITION & REQUISITION

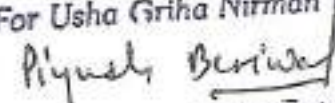
- 19.1. In case of acquisition or requisition of the said premises or any part thereof prior to the commencement of construction of the building, this Agreement will be terminated at the option of the Developer and the Owner shall refund all amounts deposited by the Developer till then with interest @ 18% and any other expenses borne by the Developer regarding this said premises.
- 19.2. In the case of acquisition or requisition of the said premises or any part thereof after the commencement of construction of the building and prior to completion of construction of the building then, the Owner shall be entitled to receive all compensation on account of the land and the Developer shall be entitled to receive the compensation on account of the construction made on the said premises. Further the Owner shall refund all amounts paid / deposited paid by the Developer to the Owner within 15 days with interest @ 18% from the date of payment.

20. DEVELOPER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

- 20.1 The Developer represents and warrants to and covenants with the Owner:

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Director

For Usha Griha Nirman Pvt Ltd

Authorised Signator



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- (i) That it has the necessary experience, capability, technical expertise and infrastructure to carry out the development of the said premises as envisaged herein in a manner that is expected of a developer of repute undertaking such like projects;
- (ii) That it shall complete the development of the said premises in accordance with the sanction plans as modified from time to time and other parameters in this regard and in compliance with all applicable laws;
- (iii) The Developer shall at all times perform the duties and undertake the responsibilities set forth in this Agreement in accordance with industry standards applicable to other residential and commercial developers of repute in India offering similar quality and services products and using reasonable, expeditious, economical and diligent efforts at all times in the performance of its obligations;
- (iv) That it has and shall continue to comply with terms and conditions of all the consents and all other licenses, permits, approvals obtained or may be obtained in the name of the Owner for the development of the said premises;
- (v) That the Developer shall make timely payments of all taxes, cesses, duties, levies and charges and all applicable statutory dues as per applicable law payable by the Developer for the development of the said premises as per the terms and conditions of this Agreement after signing of this Joint Venture Development Agreement. All taxes, dues, any type of liabilities before the date of execution of this Joint Venture Development Agreement to be paid and cleared by the Owner.
- (vi) That the Developer has full power and authority to execute, deliver and perform its obligations under this Agreement;
- (vii) That the Developer shall indemnify the Owner and the Owner shall keep the Developer indemnified, from and against any and all actions charges liens claims it may suffer on account of violation of any terms and conditions of the financing documents.

NAVRATAN SUPPLIERS PVT. LTD.

Amitha Saran
Director

For Usha Griha Nirman Pvt. Ltd.
Riyash Beriwal
Authorised Signator



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OF ASSURANCE & VOLUNTARY
- 6 JUL 2017

- (ix) That the Developer will do the development in accordance with the sanctioned plan and observed all rules and regulations as applicable.
- (x) That the Developer and the Confirming Parties to this Agreement shall not make any change in the shareholding of the Developer till the completion of the Project without obtaining prior written consent of the Owner.

21. OWNER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

21.1. The Owner represents and warrants to and covenants with the Developer :

- (i) That the Owner is the sole and absolute owner of the said premises and is seized and possessed thereof and/or otherwise well sufficiently entitled to and have a marketable title to the said premises free from all encumbrances, liens, attachments, mortgages, charges and lispensens.
- (ii) That the Owner has not done any act deed or thing which might affect their right to grant the Developer the exclusive right to develop the said Premises and sell the units constructed and that they have not entered into any Agreement, written or oral, with any person other than the Developer herein concerning the said premises.
- (iii) That the said premises are free from all encumbrances charges liens lispensens acquisitions requisitions attachment and trusts of whatsoever or howsoever nature and that the said premises are in the exclusive possession of the Owner herein and the Owner hereby undertake to indemnify and keep the Developer indemnified, from and against any and all actions charges liens claims encumbrances mortgages or any third part possessory rights n the said premises or ay part thereof.
- (iv) That there is no suit or proceedings pending against them or touching the said premises and the Owner hereby undertake to indemnify and keep the Developer indemnified against all and any losses damages costs charges and expenses as a result of any breach of this undertaking.

NAVRATAN SUPPLIERS PVT. LTD.


Director

For Usha Griha Nirman Pvt. Ltd
Piyush Bhardwaj
Authorised Signator



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OF ASSURANCES-I, KOLKATA
- 6 JUL 2017

- (v) That the Owner shall execute all deeds, documents and instruments as may be necessary and/or required from time to time for carrying out the development and to execute the Agreements for Sale and/or Deeds of Conveyance of the said premises in terms hereof for the purpose of obtaining all consents, to sign and execute all deeds, documents and instruments as may be necessary and/or required to enable the Developer to undertake construction of the residential complex comprising the Project.

22. NOTICE

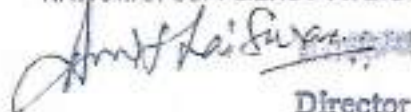
- 22.1 All notices to be served hereunder by any of the parties on the other shall, without prejudice to any mode of service available to them be, deemed to have been served on the 7th working day of the date of dispatch of such notice by registered post at the address of the other party mentioned hereinabove 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.

23. ARBITRATION

- 23.1 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 a three arbitrators, each party shall appoint one arbitrator and two appointed arbitrators shall appoint the third arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as "the Arbitrator") 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 Kolkata and the language will be English.

24. JURISDICTION

NAVRATAN SUPPLIERS PVT. LTD.



Director

For Usha Griha Nirman Pvt. Ltd.
 Piyush Bantwal
 Authorised Signatory



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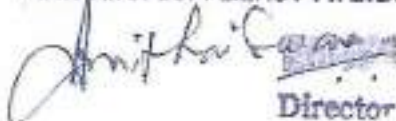
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The Hon'ble High Court at Calcutta in its Ordinary Original Civil Jurisdiction alone shall have exclusive jurisdiction to entertain try and determine all actions and suits (including the arbitration proceedings) arising out of these presents between the parties hereto.

25. MISCELLANEOUS

- 25.1. 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.
- 25.2. The Owner 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 Owner nor shall be deemed to constitute an association of persons.
- 25.3. The Owner hereby further agree and covenant with the Developer not to let out, grant, lease, mortgage, charge or otherwise encumber the said premises or any part thereof as from the date hereof, except in accordance with this Agreement.
- 25.4. All agreements, Deeds of Conveyance and other document of transfer to be executed in respect of the Units in the Project pursuant to this Agreement, Power of Attorney and Deeds of Conveyance shall be in such form as be drawn by the Fox & Mandal, Advocates and Solicitors and the same shall be executed by both the parties hereto.
- 25.5. Nothing in these presents including the grant of permissive possession shall be construed as a demise or assignment or conveyance in law by the Owner to the Developer or creation of any right, title or interest in respect thereof in favour of the Developer other than an exclusive license to the Developer to commercially exploit the same in terms hereof. The parties have entered into this Agreement purely as a contract and nothing contained herein shall be or be construed as a partnership between the Owner and the Developer in any manner nor shall the Owner and the Developer be deemed to constitute an association of persons.
- 25.6. Each party will without further consideration sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to

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Director

For Usha Griha Nirman Pvt Ltd
Riyush Beriwal
Authorised Signator

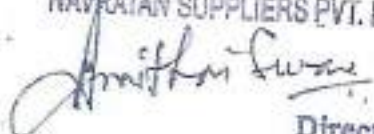


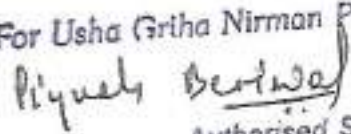
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this Agreement and each of the transactions contemplated under this Agreement. Without limiting the generality of the foregoing, if the Approvals of any Governmental Authority are required for any of the arrangements under this Agreement to be effected, each party will use all reasonable endeavors to obtain such Approvals.

- 25.7. During the term of this Agreement if any new Act, Rule, Regulation and Order come into force, which is applicable to the transaction and the Project envisaged herein, the parties will be bound to implement the same without delay and if such implementation renders any provision of this Agreement as invalid and unenforceable, the parties shall replace such invalid or unenforceable provision with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision, without affecting the Owner's Share.
- 25.8. The persons signing this Agreement on behalf of the respective parties represent and covenant that they have the authority to sign and execute this document on behalf of the parties for whom they are signing.
- 25.9. To the extent that there is any conflict between any of the provisions of this Agreement and any other Agreement by which the Owner or the said premises or any part thereof is bound, the provisions of this Agreement shall prevail to the extent permitted by the Applicable Law.
- 25.10. This Agreement constitutes and represents the entire Agreement between the parties with regard to the rights and obligations of each of the parties and cancels and supersedes all prior arrangements, agreements or understandings, if any, whether oral or in writing, between the parties on the subject matter hereof or in respect of matters dealt with herein.
- 25.11. The parties to this Agreement agree that, to the extent permitted by the Applicable Laws, the rights and obligations of the parties under this Agreement shall be subject to the right of specific performance and may be specifically enforced against a defaulting party.
- 25.12. The stamp duty and registration charges in respect of this Agreement and the Power of Attorney shall be borne and paid by the parties equally.

NAVRATAN SUPPLIERS PVT. LTD.

Director

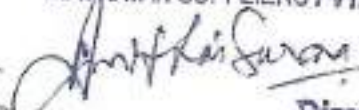
For Usha Griha Nirman Pvt Ltd

Authorised Signator

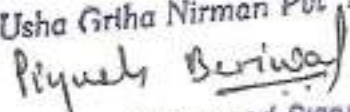


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NATIONAL REGISTER OF HISTORIC PLACES
- 6 JUL 2017

- 25.13. The Developer and the Owner and/or their respective nominee/nominees shall not at any time hereafter be entitled to claim partition by metes and bounds of any part of the land comprised in the Complex.
- 25.14. All municipal /panchayat and all other rates and taxes and other dues and outgoings in respect of said premises (including electricity, urban land tax, if payable) accruing due till the date of execution of these presents shall be for and to the account of the Owner; those accruing from the date hereof till the date of transfer of the Units shall be for and to the account of the Developer.
- 25.15. The Project shall always be known by the name "Nav Vinayak" and the same shall not be changed by the parties or their respective transferees and such restriction shall be clearly mentioned in all transfer documents.
- 25.16. The Developer and the Owner shall pay and bear all costs in respect of advocates and/or solicitor's fees in 33:67 ratio.
- 25.17. 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.
- 25.18. The Agreement (together with schedules, if any) the entire Agreement between the parties and save as otherwise expressly provided, no modifications, amendments or waiver of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto.
- 25.19. Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.
- 26.20. 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.

NAVRATAN SUPPLIERS PVT. LTD.


Director

For Usha Griha Nirman Pvt. Ltd.

Authorised Signator



M
ADDITIONAL REGISTRAR
OF ASSURANCES, MADRAS
- 6 JUL 1947

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT messuages tenements hereditaments building shed structure and premises **Together With** piece or parcel of land or ground thereunto belonging whereon or on parts whereof the same are erected and built containing an area of 12 cotthas 8 chittack 10 sqft be the same a little more or less situate lying at and being Undivided portion of municipal premises/holding No. 39A, Chakaraberia Road of Kolkata Municipal Corporation ,Ward No. 72 Mouza -Chakarabere South , Police Station Bhawanipure, Registrar of Kolkata. and delineated in the plan annexed hereto duly bordered thereon in "Red" and butted and bounded as follows:

- ON THE NORTH** : Chakraberia Road (South) & 40, Chakrabere Road;
- ON THE SOUTH** : 39B & 39C, Chakraberia Road;
- ON THE EAST** : Passage for 39B, Chakrabere Road, & 38/C Chakraberia Road;
- ON THE WEST** : 41 & 44 Chakreberia Road & Common Passage;

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:

(Common Areas and Installations)

1. AREAS:

- (a) Main gate and entrance.
- (b) Open and covered paths and passages within the building.

NAVRATAN SUPPLIERS PVT. LTD.

Amir Rai Sanyal
Director

For Usha Griha Nirman Pvt. Ltd.
Piyush Bantwal
Authorised Signator



M
ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
- 6 JUL 2017

- (c) Lobbies and staircases.
- (d) Pump room and Electric Meter room.
- (e) Stair Head room, Lift Machine Room, Lift well.
- (f) Boundary walls.
- (g) Roof Right is common.
- (h) Common Staff toilet in the ground floor.

2. WATER AND PLUMBING: Water reservoirs, water tanks, water pipes (excepting those inside any unit) and deep tube well, if any.

3. ELECTRICAL INSTALLATIONS:

- (a) Wiring and accessories for lighting of common areas.
- (b) Pump and motor.
- (c) Lift and Lift machinery.
- (d) Fire fighting equipment in the building, if any.


4. DRAINS: Drains, sewers and pipes.

5. Purified Water Supply.

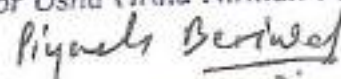
6. Decorative Ground Floor Lobby.

7. 24 hours security service with Intercom, CCTV

NAVRATAN SUPPLIERS PVT. LTD.


Director

For Usha Griha Nirman Pvt Ltd.



Authorised Signator



m

6 JUL 2017

8. OTHERS: Other common areas and installations and/or equipments as are provided in the building for common use and enjoyment.

9. All Amenities if any.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Specifications in respect of the Unit/s comprised in the First Party's

Allocation and the Designated Building)

1. FOUNDATION AND SUPER STRUCTURE: Piled / RCC framed structure.
2. WALLS: Exterior Wall: Weather coat/texture paint finish.
Interior Wall: POP finish.
3. FLOORING: Vitrified Tiles/Laminated Flooring.
4. GROUND LOBBY & STAIRS : Elegant lobby with marble/granite Tile finish.
5. ELECTRICALS : Insulated copper wiring (Anchor or Equivalent) with sufficient switches in each flat. A.C. points in Living/dining and all bed rooms.
6. BATHROOM: Anti-skid tiles ceramic tiles flooring with wall dado upto door height. CP fittings of Jaguar/Ess Ess/Hindware or equivalent make.
7. KITCHEN : Anti-skid tiles upto 2 feet above the Counter / platform with granite top.
8. DOORS:
 - a) Main Door: Good quality Paneled door.
 - b) Internal Doors: Laminated/Painted Flush door.

NAVRATAN SUPPLIERS PVT. LTD.

Anil Kumar Saini
Director

For Usha Griha Nirman Pvt. Ltd.

Riyush Beriwal

Authorised Signator



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RECEIVED
- 6 JUL 2017

9. WINDOWS: Aluminum sliding windows with Glass along with grills.
10. LIFT : Lifts of repute make(OTIS/KONE/SCHENIDER or equivalent make).
11. GENERATOR : Generator back up (for 3 BHK-2,000 Watt and for 4 BHK-3000 Watt) to pay extra.
12. ELECTRICITY: Transformer
13. All Amenities (to pay extra if any).

NAVRATAN SUPPLIERS PVT. LTD.

Anil Kishan
Director

For Usha Griha Nirman Pvt Ltd.
Riyesh Beniwal
Authorised Signator

Drafted by:

Priyanka Beniwal
Advocate, Calcutta High Court
438/357/2009.



M
ADDITIONAL REGISTRAR
OF ASSURANCES-1, KOLKATA
- 6 JUL 2017

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

SIGNED AND DELIVERED on behalf of the
OWNER at Kolkata in the presence of:

1) WITNESS:
Mogun Saha
26 SEANT BAZE Rd
KOLKATA-700020

2) Goutam Das
S/o R. M. Das
130/P, SWINHOE LANE POBBAXLA

SIGNED AND DELIVERED on behalf of the
DEVELOPER at Kolkata in the presence of:

NAVRATAN SUPPLIERS PVT. LTD.

Anil Kumar
Director

For Usha Griha Nirman Pvt Ltd
Piyush Bera
Authorised Signator



m
ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
- 6 JUL 2017

RECEIVED on the day month and year first above written of and from the withnamed Purchaser as per instructions the withmentioned sum Rs. 55,50,000/- (Rupees Fifty Five Lacs Fifty Thousand only) paid in the terms of these presents as Security Deposit as per Memo Below:

Memo Of Consideration

<u>Bank Name Branch</u>	<u>Cheque No.</u>	<u>Date</u>	<u>Amount</u>
Kotak Mahindra Bank Middleton Street	059411	29/09/2016	11,00,000.00
Kotak Mahindra Bank Middleton street	000657	28/06/2017	44,50,000.00
TOTAL →			RS. 55,50,000.00

Witness:

1. *Mayer Shah*
26 SORAT BASE Rd
KOLKATA -700020
6/7/17

NAVRATAN SUPPLIERS PVT. LTD.

Amit Rai Swas
Director

2. *Goutam Day*



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- 6 JUL 2017

PREMISES NO - 39A, CHAKRABERE ROAD (SOUTH)

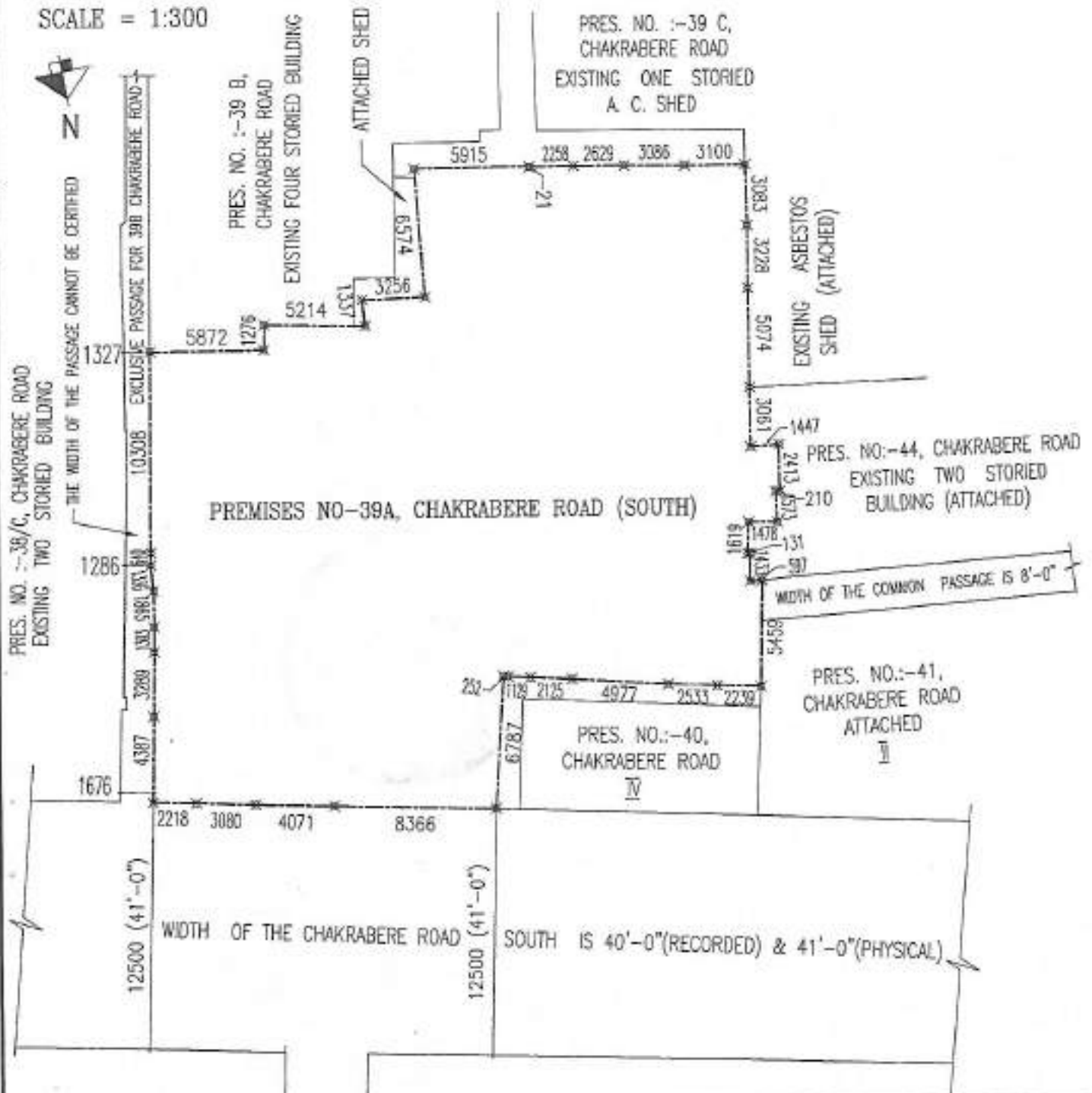
KOLKATA - 700025.

WARD NO. = 72, BOROUGH = VIII

LAND AREA (AS PER PHYSICAL MEASUREMENT) = 819.70 SQM.

LAND AREA (AS PER DEED) = 12 K.-08 CH.-10 SFT. = 9010 SFT. = 837.049 SQM.

SCALE = 1:300



R. K. O.
Rajkumar Agarwal
Architect
Member of Council of
Architecture CA / 94 / 17940

For Usna Grina Nirman Pvt. Ltd.
Riyesh Bedwa
Authorized Signatory

NAVJATAN SUPPLIERS PVT. LTD.
Anil Kumar
Director

SIGNATURE OF OWNER



[Signature]
ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
- 6 JUL 2017

SPECIMEN FORM FOR TEN FINGERPRINTS



<i>Amolraj Surana</i>	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

Signature _____



<i>Piyush Beriwal</i>	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

Signature _____



PHOTO	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

Signature _____



m
ADDITIONAL REGISTRAR
OFFICE OF THE REGISTRAR
- 6 JUL 2017

ভারতের নির্বাচন কমিশন
পতাকা
ELECTION COMMISSION OF INDIA
IDENTITY CARD

ZJJ2151033



নির্বাচনসংক্রান্ত : বিজয়িকা তিরুনাল
Elector's Name : Vijayika Tirunal
স্বামী/স্বামিনী : আদিত্য তিরুনাল
Husband's Name : Aditya Tirunal
লিঙ্গ/সেক্স : F
জন্ম তারিখ : 07/07/1968
Date of Birth : 07/07/1968

ZJJ2151033

ঠিকানা:
১৫৩, দেবেন্দ্রা চ্যাংগুরা জয় রোড,
কলকাতা নগর পৌরসংস্থা,
তানগুরা, কলকাতা-৭০০০১৫

Address:
153, DEBENDRA CHANGURA JAY ROAD,
KOLKATA MUNICIPAL CORPORATION,
TANGRA, KOLKATA-700015


Date: 05/12/2013

১৫৩-দেবেন্দ্রা চ্যাংগুরা জয় রোড, কলকাতা নগর পৌরসংস্থা
কলকাতা-৭০০০১৫
Digitized Signature of the Electoral
Registration Officer for
153-Debraj Constituency

১৫৩-দেবেন্দ্রা চ্যাংগুরা জয় রোড, কলকাতা নগর পৌরসংস্থা
কলকাতা-৭০০০১৫
Digitized Signature of the Electoral
Registration Officer for
153-Debraj Constituency

*Vijayanka S. Tirunal
Advocate
Calcutta High Court.*

शुद्ध अक्षर संख्या / PERMANENT ACCOUNT NUMBER
ADJPR0399F



नाम / NAME
AMIT RAISURANA

पिता का नाम / FATHER'S NAME
ASHOK CHANDRA RAISURANA

जन्म तिथि / DATE OF BIRTH
12-08-1976

हस्ताक्षर / SIGNATURE
Amit Raisurana

CK Rao
OFFR (P)S. 1.2.21
COMMISSIONER OF INCOME-TAX, W.B. - 20

Amit Raisurana



Piyush Beriwal

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

USHA GRIHA NIRMAN
PVT.LTD.

02/06/2004

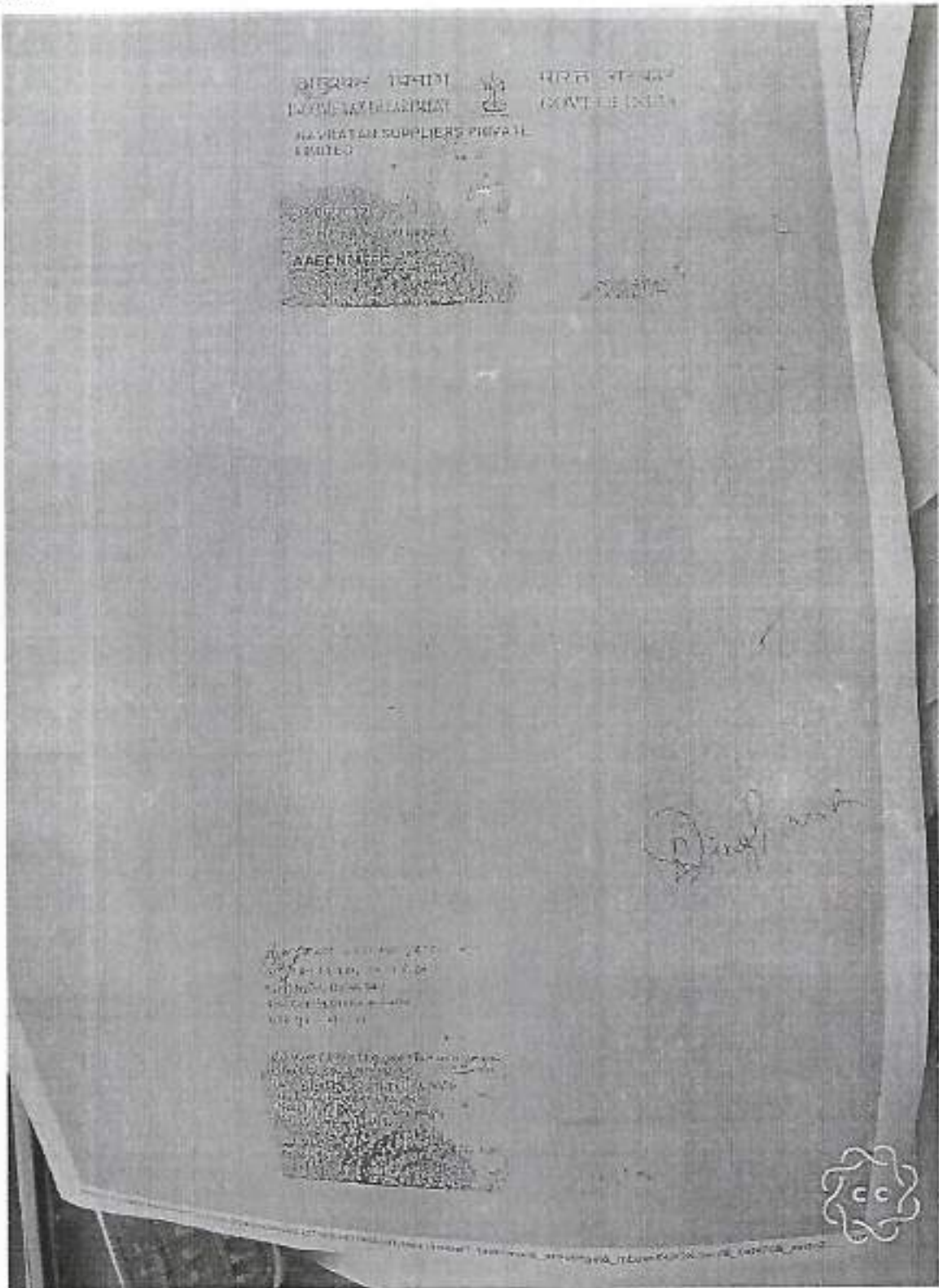
Payment Account Number

AAACU6879J



Sign here





AAENo466C
 AAECNo466C





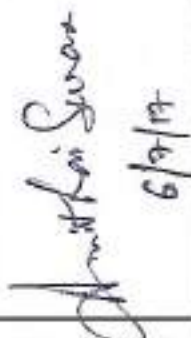


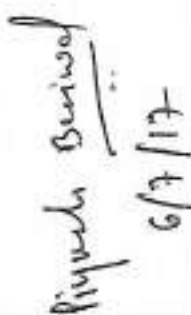
Government of West Bengal

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

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

Signature / LTI Sheet of Query No/Year 19010000967900/2017 ✓

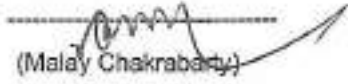
I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Amit Rai Surana BD 295 SALT LAKE, P.O:- BIDHANNAGAR, P.S:- Bidhannagar, Bidhannagar, District:- North 24-Parganas, West Bengal, India, PIN - 700091	Represent ative of Land Lord [NAVRAT AN SUPPLIE RS PRIVATE LIMITED]		 2881	 6/6/17
2	Mr PIYUSH BERIWAL 4/1 MIDDLETON STREET, Flat No: 401, Middleton Street, P.O:- PARK STREET, P.S:- Park Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071	Represent ative of Developer [Usha Griha Nirman Private Limited]		 2880	 6/7/17



6 JUL 2017

Sl No.	Name and Address of Identifier	Identifier of	Signature with date
1	Mrs PRIYANKA TIBREWAL Wife of Mr ADITYA TIBREWAL HIGH COURT, P.O:- G P O, P.S:- Hare Street, District-Kolkata, West Bengal, India, PIN - 700001	Mr Amit Rai Surana, Mr PIYUSH BERIWAL	<i>Priyanka S Tibrewal 6/07/17</i>


(Malay Chakrabarty)

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



ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
- 6 JUL 2017, -

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

GRN: 19-201718-002879358-1

Payment Mode Online Payment

GRN Date: 06/07/2017 13:11:16

Bank : State Bank of India

BRN : IK00FUDIZ4

BRN Date: 06/07/2017 13:12:49

DEPOSITOR'S DETAILS

Id No. : 19010000967900/7/2017

(Query No./Query Year)

Name : USHA GRIHA NIRMAN PVT LTD

Contact No. : Mobile No. : +91 9831004546

E-mail :

Address : 4/1, MIDDLETON STREET, KOLKATA- 700071

Applicant Name : Mr Priyanka Tibrewal

Office Name :

Office Address :

Status of Depositor : Buyer/Claimants

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 6

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount [₹]
1	19010000967900/7/2017	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	19010000967900/7/2017	Property Registration- Registration Fees	0030-03-104-001-16	55805

Total

130626

In Words : Rupees One Lakh Thirty Thousand Six Hundred Twenty Six only



Dated this day of , 2017

BETWEEN
NAVRATAN SUPPLIERS PRIVATE LIMITED
... OWNER

AND

USHA GRIHA NIRMAN PRIVATE LIMITED
... DEVELOPER

DEVELOPMENT AGREEMENT

Drafted by me:

Tibrewal & Co.
Advocate
Punwani Chamber
7B Kiran Shanker Roay Road
Kolkata

Major Information of the Deed

Deed No :	I-1901-04454/2017	Date of Registration	12/07/2017
Query No / Year	1901-0000967900/2017	Office where deed is registered	
Query Date	05/07/2017 7:05:17 PM	A.R.A. - I KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Priyanka Tibrewal 7B K.S. Roy Road, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9831305683, Status :Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 55,50,000/-]	
Set Forth value		Market Value	
Rs. 1,60,00,000/-		Rs. 6,72,07,099/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 75,071/- (Article:48(g))		Rs. 55,605/- (Article:E, E, B, M(a), M(b), I)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Bhawanipore, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Chakraberia Road (North) , Premises No. 39A, Chakraberia Road

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu		12 Katha 8 Chatak 10 Sq Ft	1,60,00,000/-	6,72,07,099/-	Property is on Road Adjacent to Metal Road,
Grand Total :					20.6479Dec	160,00,000 /-	672,07,099 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	NAVRATAN SUPPLIERS PRIVATE LIMITED 22 Rabindra Sarani, Flat No: NS-6, Rabindra Sarani, P.O:- Chitranjan Avenue, P.S:- Burrobazar, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700073 , PAN No.:: AAECN0466C, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Usha Griha Nirman Private Limited 4/1 Middleton Street, Flat No: 401, 401, Shakespeare Sarani, P.O:- Park Street, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071 , PAN No.:: AAACU6879J, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Amit Rai Surana Son of Late Ashok Rai Surana BD 295 SALT LAKE, P.O:- BIDHANNAGAR, P.S:- Bidhannagar, Bidhannagar, District-North 24-Parganas, West Bengal, India, PIN - 700091, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADJPRO399F Status : Representative, Representative of : NAVRATAN SUPPLIERS PRIVATE LIMITED (as DIRECTOR)
2	Mr PIYUSH BERIWAL (Presentant) Son of Mr SANJAY KUMAR BERIWAL 4/1 MIDDLETON STREET, Flat No: 401, Middleton Street, P.O:- PARK STREET, P.S:- Park Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ALUPB4075D Status : Representative, Representative of : Usha Griha Nirman Private Limited (as DIRECTOR)

Identifier Details :

Name & address
Mrs PRIYANKA TIBREWAL Wife of Mr ADITYA TIBREWAL HIGH COURT, P.O:- G P O, P.S:- Hare Street, District-Kolkata, West Bengal, India, PIN - 700001, Sex: Female, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Mr Amit Rai Surana, Mr PIYUSH BERIWAL

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	NAVRATAN SUPPLIERS PRIVATE LIMITED	Usha Griha Nirman Private Limited-20.6479 Dec

Endorsement For Deed Number : I - 190104454 / 2017

On 06-07-2017

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

Presented for registration at 19:00 hrs on 06-07-2017, at the Private residence by Mr PIYUSH BERIWAL ,

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 6,72,07,099/-

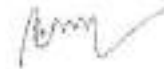
Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 06-07-2017 by Mr Amit Rai Surana, DIRECTOR, NAVRATAN SUPPLIERS PRIVATE LIMITED (Private Limited Company), 22 Rabindra Sarani, Flat No: NS-6, Rabindra Sarani, P.O:- Chitranjan Avenue, P.S:- Burubazar, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700073

Indetified by Mrs PRIYANKA TIBREWAL, , Wife of Mr ADITYA TIBREWAL, HIGH COURT, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 06-07-2017 by Mr PIYUSH BERIWAL, DIRECTOR, Usha Griha Niman Private Limited (Private Limited Company), 4/1 Middleton Street, Flat No: 401, 401, Shakespeare Sarani, P.O:- Park Street, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071

Identified by Mrs PRIYANKA TIBREWAL, , Wife of Mr ADITYA TIBREWAL, HIGH COURT, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate



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

On 10-07-2017

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 55,605/- (B = Rs 55,500/- , E = Rs 21/- , I = Rs 55/- , M(a) = Rs 25/- , M(b) = Rs 4/-) and Registration Fees paid by by online = Rs 55,605/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 06/07/2017 1:12PM with Govt. Ref. No: 192017180028793581 on 06-07-2017, Amount Rs: 55,605/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK00FUDIZ4 on 06-07-2017, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by by online = Rs 75,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 06/07/2017 1:12PM with Govt. Ref. No: 192017180028793581 on 06-07-2017, Amount Rs: 75,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK00FUDIZ4 on 06-07-2017, Head of Account 0030-02-103-003-02



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

On 12-07-2017

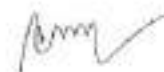
Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

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

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 50/-
Description of Stamp

1. Stamp: Type: Impressed, Serial no 1008, Amount: Rs.50/-, Date of Purchase: 12/06/2017, Vendor name: S K Sahoo



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

Certificate of Registration under section 60 and Rule 69.

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Volume number 1901-2017, Page from 145453 to 145517

being No 190104454 for the year 2017.



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CHAKRABORTY

Date: 2017.07.15 13:18:12 +05:30

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(Malay Chakrabarty) 15-07-2017 13:18:11
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OFFICE OF THE A.R.A. - I KOLKATA
West Bengal.

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