



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

M 079366

DEVELOPMENT AGREEMENT

1. **Date :** 19th March, 2012
2. **Place :** Kolkata.
3. **Parties :**
 - 3.1 **Rajasthan Pipes Private Limited**, a Company incorporated under the provisions of the Companies Act, 1956 and having its registered Office at, Rabindra Sarani,

Namrata Jain
N.J.

D.M. Gangwal
DOONSARMAL GANGWAL
ANURAG JAIN

Hemant Kumar Sharma

Nimta, Police Station - Birati, Kolkata-700 049, West Bengal, having its Income Tax PAN AABCR5120N.

- 3.2 **Monolta Mansions Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Khagen Chatterjee Road, Cossipore, Kolkata-700002, having its Income Tax PAN AAHCM6242N.
- 3.3 **Passion Projects Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.8, Kolkata-700001, having its Income Tax PAN AAGCP3595C.
- 3.4 **Starpoint Highrise Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.8, Kolkata-700001, having its Income Tax PAN AAQCS7790G.
- 3.5 **Sitaram Commotrade Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Khagen Chatterjee Road, Cossipore, Kolkata-700002, having its Income Tax PAN AAQCS6826F.
- 3.6 **Mohan Tie-Up Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.8, Kolkata-700001, having its Income Tax PAN AAHCM5765C.
- 3.7 **Saroda Vyapaar Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.8, Kolkata-700 001, having its Income Tax PAN AAQCS7413N.
- 3.8 **Satya Sai Vintarde Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at Rabindra Sarani, Nimta, Kolkata-700 049, having its Income Tax PAN AAQCS6825G.
- 3.9 **Crossroad Homes Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Khagen Chatterjee Road, Cossipore, Kolkata-700002, having its Income Tax PAN AAECC6557F.

N. J.

Long J.

HR

- 3.10 **Sampat Dealmark Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at Rabindra Sarani, Nimta, Kolkata-700049, having its Income Tax PAN AAQCS7417J.
- 3.11 **Sargam Dealmark Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.8, Kolkata-700001, having its Income Tax PAN AAQCS7783M.
- 3.12 **Uplink Properties Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.8, Kolkata-700001, having its Income Tax PAN AABCU3900H.
- 3.13 **Blow Barter Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at Rabindra Sarani, Nimta, Kolkata-700049, having its Income Tax PAN AAECB7999N.
- 3.14 **Grihlaxmi Marcom Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at Rabindra Sarani, Nimta, Kolkata-700049, having its Income Tax PAN AAECG5091Q.
- 3.15 **Keystar Developers Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.8, Kolkata-700001, having its Income Tax PAN AAECK5889L.
- 3.16 **Rashidhan Nirman Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.8, Kolkata-700001, having its Income Tax PAN AAFCR6149B.
- 3.17 **Provase Tradelink Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Khagen Chatterjee Road, Cossipore, Kolkata-700002, having its Income Tax PAN AAGCP3423R.

- 3.18 **Hamsafar Shopper Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at Rabindra Sarani, Nimta, Kolkata-700049, having its Income Tax PAN AACCH8090A.
- 3.19 **Mindpower Housing Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.8, Kolkata-700001, having its Income Tax PAN AAHCM6241R.
- 3.20 **Pavel Vinimay Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.8, Kolkata-700001, having its Income Tax PAN AAGCP3171N.
- 3.21 **Ankita Commotrade Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.8, Kolkata-700001, having its Income Tax PAN AAKCA0323M.
- 3.22 **Aravali Niketan Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.8, Kolkata-700001, having its Income Tax PAN AAKCA1332N.
- 3.23 **Maa Santoshi Tradecom Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at Rabindra Sarani, Nimta, Kolkata-700049, having its Income Tax PAN AAHCM5766B.
- 3.24 **Maninag Tradecom Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Khagen Chatterjee Road, Cossipore, Kolkata-700002, having its Income Tax PAN AAHCM5770B.
- 3.25 **Prapti Vintrade Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.8, Kolkata-700001, having its Income Tax PAN AAGCP3170P.

- 3.26 **Sachin Tradelink Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at Rabindra Sarani, Nimta, Kolkata-700049, having its Income Tax PAN AAQCS6832C.
- 3.27 **Saroda Commotarde Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at Rabindra Sarani, Nimta, Kolkata-700049, having its Income Tax PAN AAQCS6834C.
- 3.28 **Jagatrani Marcom Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at Rabindra Sarani, Nimta, Kolkata-700049, having its Income Tax PAN AACCCJ7190C.
- 3.29 **Gauri Vyapar Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.8, Kolkata-700001, having its Income Tax PAN AAECG4933D.
- 3.30 **Rootstar Dealtrade Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.8, Kolkata-700001, having its Income Tax PAN AAFCR6115H.
- 3.31 **Sitaram Fabtrade Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.8, Kolkata-700001, having its Income Tax PAN AAQCS7415L.
- 3.32 **Sukhsagar Retails Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at Rabindra Sarani, Nimta, Kolkata-700049, having its Income Tax PAN AACCE9246K.
- 3.33 **Topstar Enclave Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Khagen Chatterjee Road, Cossipore, Kolkata-700002, having its Income Tax PAN AAACP0918P.
- 3.34 **Winsher Devcon Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at Rabindra Sarani, Nimta, Kolkata-700049, having its Income Tax PAN AABCW1794K.

N.g.

Long

SR

- 3.35 **Anuradha Tradelink Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Khagen Chatterjee Road, Cossipore, Kolkata-700002, having its Income Tax PAN AAKCA0320M.
- 3.36 **Apricot Conclave Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at Rabindra Sarani, Nimta, Kolkata-700049, having its Income Tax PAN AAKCA0980E.
- 3.37 **Jagadhatri Vinimay Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Khagen Chatterjee Road, Cossipore, Kolkata-700002, having its Income Tax PAN AACJ7189G.
- 3.38 **Linkwise Infrastructure Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Khagen Chatterjee Road, Cossipore, Kolkata-700002, having its Income Tax PAN AACCL1553C.
- 3.39 **Gangaur Dealmark Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Khagen Chatterjee Road, Cossipore, Kolkata-700002, having its Income Tax PAN AAECG4935D.
- 3.40 **Giraj Vyapaar Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.8, Kolkata-700001, having its Income Tax PAN AAECG5092P.
- 3.41 **Dhanshree Marcom Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.8, Kolkata-700001, having its Income Tax PAN AAECD0638C.
- 3.42 **Fastflow Estates Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Khagen Chatterjee Road, Cossipore, Kolkata-700002, having its Income Tax PAN AABCF8680K.
- 3.43 **Appear Plaza Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.8, Kolkata-700001, having its Income Tax PAN AAKCA0979R.

- 3.44 **Blueview Construction Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Khagen Chatterjee Road, Cossipore, Kolkata-700002, having its Income Tax PAN AAECB8116H.
- 3.45 **Cute Residency Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Khagen Chatterjee Road, Cossipore, Kolkata-700002, having its Income Tax PAN AAEECC6558L.
- 3.46 **Deargold Promoters Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Khagen Chatterjee Road, Cossipore, Kolkata-700002, having its Income Tax PAN AAECD0735G.
- 3.47 **Desktop Tardelink Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Khagen Chatterjee Road, Cossipore, Kolkata-700002, having its Income Tax PAN AAECD0474G.
- 3.48 **Devbhumi Niwas Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at Rabindra Sarani, Nimta, Kolkata-700049, having its Income Tax PAN AAECD0736F.
- 3.49 **Goldmoon Builders Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Khagen Chatterjee Road, Cossipore, Kolkata-700002, having its Income Tax PAN AAECG5201A.
- 3.50 **Moonlink Realtors Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at Rabindra Sarani, Nimta, Kolkata-700049, having its Income Tax PAN AAHCM6190M.
- 3.51 **Sibamani Dealtarde Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Khagen Chatterjee Road, Cossipore, Kolkata-700002, having its Income Tax PAN AAQCS7416K.
- 3.52 **Shashi Barter Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Khagen Chatterjee Road, Cossipore, Kolkata-700002, having its Income Tax PAN AAQCS7713R.

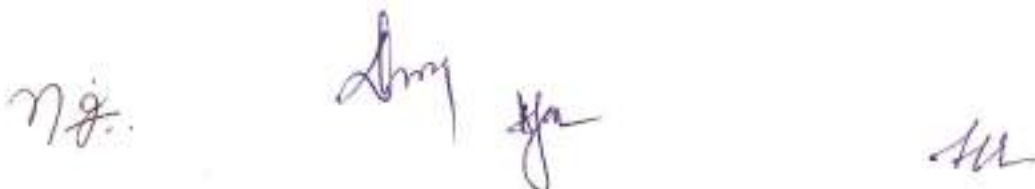
- 3.53 **Shashi Dealcom Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at Rabindra Sarani, Nimta, Kolkata-700049, having its Income Tax PAN AAQCS6833C.
- 3.54 **Shashi Dealtrade Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at Cossipore, Nimta, Kolkata-700049, having its Income Tax PAN AAQCS6827E.
- 3.55 **Usha Commosale Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.8, Kolkata-700001, having its Income Tax PAN AAGCP3423R.
- 3.56 **Manmohan Vinimay Private Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Khagen Chatterjee Road, Cossipore, Kolkata-700002, having its Income Tax PAN AAHCM5769B.

(collectively **Owners**, include successors-in-interest).

Owner No. 3.1 is being represented by one of its directors, namely Mr. Doongarmal Gangwal, son of Late Chandmal Gangwal residing at 12, Harduttarai Chamirya Road, Howrah – 711101; Owner Nos. 3.2 to 3.31 are being represented by one of their directors, namely Mr. Anurag Jain, son of Mr. D. K. Jain, residing at Gangwal House, 8 Lower Rawdon Street, Kolkata - 700020; Owner Nos. 3.32 to 3.56 are being represented by one of their directors, namely Ms. Namrata Jain, wife of Mr. Anurag Jain, residing at Gangwal House, 8 Lower Rawdon Street, Kolkata – 700020.

And

- 3.57 **Chitrahill Realty**, a partnership firm within the meaning of the Indian Partnership Act, 1932, having its principal place of business at 4, Chowringee Lane, Diamond Chamber, Block – 1, 7th Floor, 7-O, Kolkata – 700016 and also having its office at between Gate Nos. 1 and 2, Salt Lake Stadium, Bhagwan Das Vehicle Test



Services, 1st Floor, Kolkata 700 098 represented by one of its partners Mounthill Realty Private Limited, represented by its director Mr. Hemont Kumar Sikaria

(**Developer**, includes successors-in-interest and/or assigns)

Owners and Developer individually **Party** and collectively **Parties**.

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

4. Subject Matter of Agreement

4.1 **Development of Said Property:** Understanding between the Owners and the Developer with regard to development (in the manner specified in this Agreement) of land containing an area of **641 Decimals**, be the same a little more or less, comprised in several R.S. Dag Nos.9497, 9437, 9438, 9439, 9521, 9411, 9498, 9500, 9436, 9435, 9502, 9434, 9501, 9521, 9499, 9520, 9520/9709, 9522 & 9524 appertaining to various R. S. Khatian Nos., under J. L. No. 8, situated within Mouza – Dakhhin Nimta, Police Station Nimta, District - North 24 Parganas, **Together With** structures erected on a part thereof, Holding No. 128, Rabindra Sarani, within Ward No.29 of North Dum Dum Municipality, Kolkata – 700 049, (collectively **Said Property**) morefully and specifically described in the **First Schedule** hereunder written, by demolishing the existing building thereat and constructing new building(s) consisting of such self contained portions that can be separately and exclusively used and enjoyed for residential purposes as also those for commercial purposes and spaces for parking of medium sized cars and two wheelers thereon (**Project**).

4.2 **Allocation and Demarcation of Respective Entitlements:** Allocation and demarcation of the respective entitlements of the Owners and the Developer in the Project.

5. Representations, Warranties and Background

5.1 **Owners' Representations:** The Owners have represented and warranted to the Developer as follows:



- 5.1.1 **Original Owner:** The Said Property was originally owned by Rajasthan Pipes Private Limited i.e. Owner No. 3.1 herein on the strength of several registered Deeds of Conveyances.
- 5.1.1A **Sale to the Owner Nos. 3.2 to 3.56:** By several registered Deeds of Conveyances, the Owner No.3.1 sold conveyed and transferred out of the Said Property an area of 631 decimals in favour of the owner Nos. 3.2 to 3.56 thereby retaining with itself an area of 10 Decimals.
- 5.1.1B **Mutation:** The Owners have caused their names to be mutated in the records of the BL & LRO as also in the records of the North Dum Dum Municipality at the cost and expenses of the Developer. Following such mutation with the Municipality, the Said Property has come to be numbered as Holding No. 128.
- 5.1.1C **Ownership of Owners:** The Owners are now the recorded owners of the Said Property and their names are recorded in the records of the Land Revenue Settlement in various L.R. Khatian numbers.
- 5.1.1D **Devolution of Title:** The devolution of title on the present owners to the said property is fully narrated in the **Third Schedule** below.
- 5.1.2 **Owners have Marketable Title:** The right, tide and interest of the Owners in the Said Property are free from all encumbrances of any and every nature whatsoever, including but not limited to any other mortgage (save and except the Said Mortgage), lien and lispensens.
- 5.1.3 **Owners to Ensure Continuing Marketability:** The Owners shall ensure that title of the Owners to the Said Property continues to remain marketable and free from all encumbrances till the completion of the development of the Said Property.
- 5.1.4 **No Acquisition, Requisition and Vesting:** The Owners have ascertained that no part or portion of the Said Property has been (1) acquisitioned or requisitioned by the State or the Central Government or any statutory body, (2) notified/planned for any development scheme of the Government or any statutory body and (3) vested in the State by operation of law. Consequently, the entirety of the Said Property is free, marketable and available for purchase.

- 5.1.5 **Owners have Authority:** The Owners and/or their authorized representatives have full right, power and authority to enter into this Agreement.
- 5.1.6 **No Prejudicial Act:** The Owners have neither done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement.
- 5.1.7 **Possession with the Owners:** The Owners are in vacant, peaceful and physical possession of the Said Property and other than the Owners no other person has any right or claim of possession to the Said Property or in any part thereof either as tenant, lessee, licensee or otherwise whatsoever. The Owners also confirm and assure that they are in the position to deliver khas, vacant, peaceful and physical possession of the entirety of the Said Property to the Developer.
- 5.1.8 **No Statutory Attachments:** The Said Property or any part or portion thereof is not affected by any attachment including the attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demand Recovery Act or any other Acts or Case or otherwise whatsoever or howsoever and there is no Certificate case or proceeding against the Owners or any of them for realization of taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force and the Said Property or any part or portion thereof is not affected by any notice or scheme or alignment of the Kolkata Metropolitan Development Authority or the Metro Railways or the Government or any other Public or Statutory Body or Authority.
- 5.1.9 **No Previous Agreement:** The Owners have ascertained that the Said Property is not the subject matter of any previous agreement, whether oral or in writing.
- 5.1.10 **No Personal Guarantee:** The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.1.11 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Owners from developing, selling, transferring and/or alienating the Said Property or any part thereof.
- 5.2 **Developer's Representations:** The Developer has represented and warranted to the Owners as follows:



- 5.2.1 **Infrastructure and Expertise of Developer:** The Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field. Said Property, inter alia by way of constructing the Project on the Said Property.
- 5.2.2 **Financial Arrangement:** The Developer is and during the tenure of this Agreement shall remain competent to arrange the financial inputs required for development of the Said Property, inter alia by way of constructing the Project on the Said Property.
- 5.2.3 **Developer has Authority:** The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.
- 5.3 **Decision to Develop:** The Owners decided to develop the Said Property. Pursuant thereto, preliminary discussions were held with the Developer for taking up the development of the Said Property by constructing new residential cum commercial building/s, i.e. Project.
- 5.4 **Finalization of Terms Based on Reliance on Representations:** Pursuant to the above and relying on the representations made by the Owners herein, final terms and conditions [superceding all previous correspondence and agreements (oral or written) between the Parties] for the Project are being recorded by this Agreement.
6. **Basic Understanding**
- 6.1 **Development of Said Property by Construction of Project:** The Parties have mutually decided to take up the Project, i.e. the development of the Said Property by construction of new residential cum commercial buildings thereon on co-venture basis, with (1) specified inputs and responsibility sharing by the Parties and (2) exchange with each other of their specified inputs. The Parties have also mutually agreed that all costs incurred by the Developer on behalf of the Owners in respect of BL & LRO mutation and Municipality mutation shall be deemed to be part of the refundable or adjustable advance from the sale proceeds of the area belonging to the Owners' Allocation. The Parties have agreed that all fees, costs, charges, expenses, etc. to be incurred towards conversion of the Said Property

construction of boundary wall, sanction plans, etc. in respect of the Said Property shall be borne by the Developer only.

- 6.2 **Nature and Use of Project:** The Project shall be in accordance with architectural plan (**Building Plans**) to be prepared by the Architect/s appointed by the Developer from time to time (**Architect**) and sanctioned by the North Dum Dum Municipality and other statutory authorities concerned with sanction (collectively **Planning Authorities**), as a ready-to-use residential cum commercial buildings with specified areas, amenities and facilities to be enjoyed in common.

7. **Appointment and Commencement**

- 7.1 **Appointment:** The Parties hereby accept the Basic Understanding between them as recorded in Clause 6 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Pursuant to and in furtherance of the aforesaid confirmations, the Owners hereby appoint the Developer as the developer of the Said Property with right to execute the Project and the Developer hereby accepts the said appointment by the Owners.

- 7.2 **Commencement:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.

7A **Deposits**

- 7A.1 **Total Deposits:** The Developer shall keep deposited with Owners interest free refundable/ adjustable sum of Rs.6,00,00,000/- (Rupees six crore only) and the same shall be payable in the following manner.

- 7A.1.1 At or before the execution hereof, the Developer has paid out of the total deposit to the Owners a sum of Rs.4,00,00,000/- (Rupees four crore only), the receipt whereof the Owners hereby confirm, admit and acknowledge and also admit by a memorandum written hereunder. [It is expressly agreed that all recorded costs incurred by the Developer on behalf of the Owners in respect of BL & LRO mutation and Municipality mutation form part of the deposit under this clause].

Ng.

Amg *Aja*

MR

- 7A.1.2 The Developer shall deposit the balance sum of Rs.2,00,00,000/- (Rupees two crore only) with the Owners simultaneously with the Owners furnishing to the Developer receipted copies of the letters to be issued by the Owners to various concerned authorities informing them as to the Owners' willingness to close the existing operations at the said property and such other papers evidencing steps taken by the Owners for closure of the said operations to the satisfaction of the Developer. It is however made clear that before this final payment, the Owners shall be obliged to hand over the documents of title thereof to escrow-holder as envisaged elsewhere under this agreement.

The sum of Rs.6,00,00,000/- (Rupees Six Crore only) shall be adjustable in the manner hereinafter stated.

The Owner Nos. 3.2 to 3.56, have already authorized and empowered and also hereby authorize and empower the Owner, namely Rajasthan Pipes Private Limited to receive for self and on their behalf all the deposits already received or to be received hereunder and to give valid discharge therefor to the Developer and the other owners same shall be deemed to have received their respective deposits.

8. **Sanction and Construction**

- 8.1 **Sanction of Building Plans:** The Developer (as the agent of the Owners but at its own costs and responsibility) shall, at the earliest, obtain from the Planning Authorities, sanction of the Building Plans. In this regard it is clarified that (1) full potential of FAR of the Said Property shall be utilized for construction of the Project, (2) the Developer shall be responsible for obtaining all sanctions, permissions, clearances and approvals needed for the Project (including final sanction of the Building Plans and Occupancy Certificate) and (3) all costs and fees for sanctions, permissions, clearances and approvals shall be borne and paid by the Developer.
- 8.2 **Survey and Measurement:** The Developer shall be entitled to have the Said Property verified and surveyed immediately hereafter.
- 8.3 **Architect and Consultants:** The Owners confirm that the Owners have authorized the Developer to appoint the Architect and other consultants to

complete the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer.

- 8.4 **Construction of Project:** The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owners, demolish the existing structures, if any, on the Said Property and construct, erect and complete the Project in strict conformity with the Plan and Specification mentioned in the **Second Schedule** hereto.
- 8.5 **Completion :** Completing the new buildings and making it tenable in all respects, it is expressly agreed and understood between the parties that the developers shall be completing the project with in 6 (six years) from the date of physical possession or obtaining of the sanction plan which ever is later. subject to force majeure clauses. How ever it is also agreed between the parties that the completion date can be mutually extended for the best interest of the project. **(Completion Time).**
- 8.6 **Building Materials:** The Developer shall be authorized in the name of the Owners to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the Project but under no circumstances the Owners shall be responsible for the price/value, storage and quality of the building materials.
- 8.7 **Temporary Connections:** The Developer shall be authorized in the name of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use¹ the existing electricity and water connection at the Said Property, upon payment of all usage charges.
- 8.8 **Amalgamation:** The Developer, at its sole discretion and costs, will be entitled to amalgamate the Said Property, for the convenience and benefits of the Developer.
- 8.9 **Nomination and Assignment:** Notwithstanding anything herein contained, the Developer with the prior permission of the Owners shall be entitled to assign or transfer the benefits and obligations under this Agreement in favour of such persons/companies as it deem fit and proper.

ng.

Long

SH

- 8.10 **Modification:** The Developer shall be entitled to amend or modify the Building Plans, as when required, within the permissible limits and norms of the Planning Authorities.
- 8.11 **Co-operation by Owners:** The Owners shall not indulge in any activities which may be detrimental to the development of the Said Property and/or which may affect the mutual interest of the Parties. The Owners shall provide all co-operations that may be necessary for successful completion of the Project.
9. **Possession**
- 9.1 **Vacating by Owners:** Simultaneously herewith, the Owners have handed over khas, vacant and physical possession of the entirety of the Said Property to the Developer, for the purpose of execution of the Project.
10. **Powers and Authorities**
- 10.1 **Power of Attorney for Building Plans Sanction:** The Owners shall grant to the Developer and/or its assigns, nominees, legal representatives a Power of Attorney empowering them for the purpose of getting the Building Plans sanctioned/ revalidated/ modified/ altered by the Planning Authorities, obtaining all necessary permissions from different authorities in connection with construction of the Project and for doing all things needful for development of the Said Property by construction of new residential cum commercial building/s and sale of the constructed area of new residential cum commercial building/s.
- 10.2 **Power of Attorney for Construction and Sale of Developer's Allocation:** The Owners shall also grant to the Developer and/or its nominees a Power of Attorney for construction of the Project and booking and sale of the Developer's Allocation (defined in Clause 12.1 below).
- 10.3 **Further Acts:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to perform all obligations under this Agreement.

11. Owners' Consideration

11.1 **Owners' Allocation:** The Owners are and shall be entitled to 35% (thirty five percent) of the Project as per sanctioned Building Plans (**Owners' Allocation**).

12. Developer's Consideration

12.1 **Developer's Allocation:** The Developer shall be fully and completely entitled to 65% (sixty five percent) of the Project as per sanctioned Building Plans (**Developer's Allocation**).

13. Dealing with Respective Allocations

13.1 **Demarcation of Respective Allocations:** The Parties have mutually agreed that on sanction of the Building Plans, the Parties shall formally demarcate their respective allocations based on the Building Plans and the details of such demarcation shall be recorded in a separate instrument.

13.2 **Owners' Allocation:** The Owners shall be exclusively entitled to the Owners' Allocation. However, any transfer of any part of the Owners' Allocation shall be subject to the other provisions of this Agreement.

13.3 **Developer's Allocation:** The Developer shall be exclusively entitled to the Developer's Allocation with exclusive right to transfer or otherwise deal with the same in any manner the Developer deems appropriate, without any right, claim or interest therein whatsoever of the Owners and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession, enjoyment, use and transfer of the Developer's Allocation. It is clearly understood that the Developer shall not be entitled to put its Transferees or purchasers of the Units comprised in the Developer's allocation so long the Owners' allocation is not delivered to the Owners. The dealings of the Developer with regard to the Developer's Allocation shall not in any manner fasten or create any financial liabilities upon the Owners. However, any transfer of any part of the Developer's Allocation shall be subject to the other provisions of this Agreement.

13.4 **Transfer of Developer's Allocation:** In consideration of the Developer constructing and handing over the Owners' Allocation to the Owners and meeting other obligations towards the Owners, the Owners shall execute deeds of



conveyances of the undivided share in the land contained in the Said Property and the Building Plans as be attributable to the Developer's Allocation, in such part or parts as shall be required by the Developer. Such execution of conveyances shall be through the Developer exercising the powers and authorities mentioned in Clause 10.2 above.

13.5 **No Objection to Allocation:** The Parties confirm that neither Party has any objection with regard to their respective allocations.

13.6 **Cost of Transfer:** The costs of the aforesaid conveyances of the Developer's Allocation including stamp duty and registration fees and all other legal expenses shall be borne and paid by the Developer or the Transferees.

14. **Municipal Taxes and Outgoings**

14.1 **Relating to Period Prior to Date of Sanction of Building Plans:** All Municipal rates, taxes, penalty, interest and outgoings (collectively **Rates**) on the Said Property relating to the period prior to the date of physical possession of the said properties to the Developer shall be the liability of the Owners and the same shall be borne, paid and discharged by the Owners as and when called upon by the Developer, without raising any objection thereto.

14.2 **Relating to Period After Sanction of Building Plans:** As from the date of physical possession of the said properties to the Developer, the Developer shall be liable for the Rates in respect of the Said Property and from the Completion Date, the Parties shall become liable and responsible for the Rates in the ratio of their sharing in the Project.

15. **Common Restrictions**

15.1 **Applicable to Both:** The Owners' Allocation and the Developer's Allocation in the Project shall be subject to the same restrictions as are applicable to multi-storied ownership buildings, intended for common benefit of all occupiers of the Project.

N.g. *Amj* *gpa* *HL*

16. Obligations of Developer

- 16.1 **Compliance with Laws:** The execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure compliance.
- 16.2 **Planning, Designing and Development:** The Developer shall be responsible for planning, designing and development of the Project with the help of the Architect, professional bodies, contractors, etc.
- 16.3 **Commencement of Project:** The development of the Said Property shall commence as per the Building Plans, Scheme, rules, regulations, bye-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, the Owners having no responsibility in respect thereof in any manner whatsoever.
- 16.4 **Tax Liabilities:** All tax liabilities applicable in relation to the development, namely sales tax, value added tax, service tax, works contract tax and other dues shall be paid by the person liable to pay such tax in accordance with law.
- 16.5 **Permission for Construction:** It shall be the responsibility of the Developer to obtain all sanctions, permissions, clearances and approvals required from various Government authorities for sanction of the Building Plans and execution of the Project, including those from the Promoters Cell. The expenses to be incurred for obtaining all such sanctions, permissions, clearances and approvals shall be borne by the Developer. The Owners shall grant all necessary power and authority to the Developer for obtaining sanctions, permissions, clearances and approvals required from various Government authorities for sanction of the Building Plans and execution of the Project, including those from the Promoters Cell.
- 16.6 **No Violation of Law:** The Developer hereby agrees and covenants with the Owners not to violate or contravene any provision of law, regulation or rule applicable to construction of the Project.

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

17. **Obligations of Owners**

- 17.1 **Title Deeds:** The Owners shall be obliged to hand over the original title deeds relating to the Said property (**Title Deeds**) within 7 (seven) days from the date hereof to Mr. N. K. Patni, Advocate of 6, Old Post Office Street, Kolkata 700001 to be kept by him in escrow till the owners' allocation is handed over to the owners. After handing over of the Owners' allocation, the escrow holder shall hand over the title deeds to the Developer who shall ultimately hand over such title deeds to the Association that may be formed of owners of the Flats/Units at the proposed new building.
- 17.1A **Co-operation with Developer:** The Owners undertake to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property.
- 17.2 **Act in Good Faith:** The Owners undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 17.3 **Documentation and Information:** The Owners undertake to provide the Developer with any and all documentation and information relating to the Said Property as may be required by the Developer from time to time.
- 17.4 **No Obstruction in Dealing with Developer's Functions:** The Owners covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- 17.5 **No Obstruction in Construction:** The Owners covenant not to cause any interference or hindrance in the construction of the Project.
- 17.6 **No Dealing with Said Property:** The Owners covenant not to let out, grant lease, mortgage and/or charge the Said Property or any portions thereof save in the manner envisaged by this Agreement.
- 17.7 **Refund of Security Deposit and Reserved Area:** The Owners shall refund the Deposits to the Developer simultaneously with receiving possession of the Owners' Allocation. Immediately after the plan is sanctioned, the Owners' Allocation and the Developer's Allocations shall be demarcated and out of the

ng.

Ang *goc*

ng

Owners' Allocation certain areas together with proportionate car parking areas and proportionate common areas will be separately demarcated (**Reserved Area**) and shall be transferred and reallocated by the Owners to the Developer towards adjustment of all the advances and deposits made or to be made by the Developer to the Owners or on behalf of and/or incurred on account of the Owners from time to time under this agreement @ Rs.1250/- per Square feet in the event of the Owners' failing to refund the entire security deposit or part thereof.

17.8 **Transfer of Existing Services:** The Owners shall obtain NOC from concerned Government/ Municipal authorities to transfer all the existing services like electrical and water supply, drainage etc. to the Developer and extend all necessary help in case of addition, enhancement, alteration as and when required from time to time subject to payment by the Developer to the Owners of all the security moneys lying deposited with the concerned authorities as well as transfer costs, if any, as may be incurred by the Owners.

17.9 **Payments:** The Owners shall pay for the Owners' Allocation to the Developer all proportionate costs and deposits related to electricity, transformer, generator, formation of the Association, maintenance, sinking fund, taxes and all such others in the new buildings for which the Developer will be charging extra from the respective Purchasers of the Developer's Allocation.

18. Indemnity

18.1 **By the Developer:** The Developer hereby indemnifies and agrees to keep the Owners saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owners in relation to the construction of the Project and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's consultants, employees and/or the Transferees and any breach resulting in any successful claim by any third party or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.

18.2 **By the Owners:** The Owners hereby indemnify and agree to keep the Developer saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by Developer in the course of implementing the Project for any successful claim by any third party for any

ng

Shreyas

M

defect in title of the Said Property or any of the Representations of the Owners being incorrect.

19. Miscellaneous

19.1 Marketing & Selling: The Units, both within the Commercial and Residential Portions falling within the Owners' Allocation, which the Owners desire to dispose of will be marketed and sold by the Developer along with the Developer's Allocation, to ensure that areas out of both their respective Allocations are sold at the same rate, without the Developer charging any fee therefor provided however if any brokerage has to be paid therefore to outsiders, the Owners shall pay such brokerage. However, the Owners shall decide on the rates at which their allocation may be sold, provided however such rate shall not be lesser than the rates prevailing for the Developer's allocation. This arrangement shall, at the option of the Owners, cease to have effect after complete disposal of the Developer's allocation

19.1A Title Certification: Sandip Agarwal & Co., Advocates shall certify the title and its certificates/recommendations shall be accepted by the Parties, without question, according to law. As a condition precedent to title certification, the Owners shall fully co-operate and produce all relevant papers and documents for the satisfaction of the Advocate.

19.2 Essence of Contract: In addition to time, the Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

19.3 Transaction Documentation: Sandip Agarwal & Co, Advocates, of 10, Old Post Office Street, Room No. 10, Kolkata - 700 001, who are the legal adviser of the Developer have drawn this Development Agreement and shall draw all further documents pertaining to the future transaction of the Project, with liberty to the Owners to seek reasonable clarifications.

19.4 Valid Receipt: The Owners shall pass valid receipts for all amounts paid under this Agreement.

19.5 No Partnership: The Owners and the Developer have entered into this Agreement on principal to principal basis and nothing contained herein shall be

ng.

Shri Jha

Shri

deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.

- 19.6 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 19.7 **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the Project by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owners. Further, various applications and other documents may be required to be made or signed by the Owners relating to which specific provisions may not have been made herein. The Owners hereby undertake to do all such acts, deeds, matters and things and execute any additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer **provided that** all such acts, deeds, matters and things do not in any way infringe on the rights of the Owners in terms of this Agreement.
- 19.8 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 19.9 **Taxation:** The Owners shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly the Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Owners' Allocation and the Owners shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 19.9A **Roof:** The roof of the Buildings shall remain the property of both the parties in the ratio of their respective allocations. Any further construction of flats or commercial units on the top roof are intended to be made, the same shall be made under the same terms and conditions with the permission of the sanctioning authority.

The bottom of the page contains four handwritten signatures in black ink. From left to right, they appear to be: a signature starting with 'ng', a signature starting with 'Shing', a signature starting with 'Jia', and a signature starting with 'MR'.

- 19.9B **Additional Facilities:** All extra costs and expenses incurred by the Developer for additional facilities in the Owners' allocation shall be borne by the Owners and such costs will be reimbursed by the Owners to the Developer before taking possession of the Owners' Allocation.
- 19.9C **Advertisement:** The Developer immediately after execution of this presents, shall at its own costs charges and expenses be entitled to construct temporary godown and put up sign boards and hoarding, on the said property and shall also at its own costs be entitled to advertise in the daily newspapers for sale of unit/flats etc. at the property for the purpose of this Agreement.
- 19.9D **Service Tax:** If any service tax is required to be paid the same would be paid by the parties hereto in respect of their respective allocation and shall keep each other duly saved harmless and indemnified against the same.
- 19.10 **Name of Project:** The name of the Project shall be decided solely by the Developer.
- 19.11 **No Demise or Assignment:** Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the Said Property or any part thereof to the Developer by the Owners or as creating any right, title or interest therein in favour of the Developer except to develop the Said Property in terms of this Agreement.
- 19.12 **Charge on the Said Property:** All amounts paid by the Developer to the Owners shall remain a charge on the Said Property till completion of the Project. Simultaneously with the signing of this Agreement, the Developer's unfettered rights shall also be vested upon the Said Property.
- 20. Defaults**
- 20.1 **No Cancellation;** The Owners can not terminate this Agreement or rescind this contract. In case of breach of any of the provisions herein, the Party in beach shall be liable to pay such damages as determined by the Tribunal mentioned in Clause 27.

21. Force Majeure

21.1 **Circumstances Of Force Majeure:** The Parties shall not be held responsible for any consequences or liabilities under this Agreement if the Parties are prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God, (2) acts of Nature, (3) acts of War, (4) fire, (5) insurrection, (6) terrorist action, (7) civil unrest, (8) riots, (9) any notice, order of injunction, litigation, attachments, etc. and (10) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations (collectively **Circumstances Of Force Majeure**).

21.2 **No Default:** The Parties shall not be deemed to have defaulted in the performance of their contractual obligations whilst the performance thereof is prevented by Circumstances Of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence and cessation of any event constituting Circumstances of Force Majeure:

It is clarified that strike by material suppliers, workers and employees, delay on account of receiving statutory permissions, delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority will also be deemed to be Circumstances of Force Majeure.

22. Entire Agreement

22.1 **Supersession:** This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous oral discussions between the Parties.

23. Counterparts

23.1 **All Originals:** This Agreement is being executed simultaneously in duplicate and each copy shall be deemed to be an original and both copies shall together constitute one instrument and agreement between the Parties. One copy shall be retained by the Developer and another by the Owners.

24. Severance

24.1 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.

25. Amendment/Modification

25.1 **Express Documentation:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.

26. Notice

26.1 **Mode of Service:** Notices under this Agreement shall be served by messenger or registered post/speed post with acknowledgment due at the above mentioned addresses of the Parties, unless the address is changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on the date of delivery, if sent by messenger and (2) on the 4th day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties. The Owners shall address all such notices and other written communications to the Director of the Developer and the Developer shall address all such notices and other written communications to each of the Owners.

27. Arbitration



27.1 **Disputes:** Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**) shall be referred to the Arbitral Tribunal, constituting of three persons one each to be appointed by the parties hereto and one to be appointed by the two Arbitrators under the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Kolkata only and the language of the arbitration shall be English. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

28. Jurisdiction

28.1 **Courts:** In connection with the aforesaid arbitration proceedings, the District Court having territorial jurisdiction over the Said Land and the High Court at Calcutta only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

First Schedule

[Said Property]

All That piece or parcel of Land measuring an area of **641 Decimals**, be the same a little more or less, comprised in several R.S. Dag Nos.9497, 9437, 9438, 9439, 9521, 9411, 9498, 9500, 9436, 9435, 9502, 9434, 9501, 9521, 9499, 9520, 9520/9709, 9522 & 9524 appertaining to various R. S. Khatian Nos., under J. L. No. 8, situated within Mouza – Dakhhin Nimta, Police Station Nimta, District - North 24 Parganas, **Together With** structures erected on a part thereof, Holding No. 128, Rabindra Sarani, within Ward No.29 of North Dum Dum Municipality, Kolkata – 700 049. The Dag Nos. with their respective Khatian, nature and area are set out below:

R.S. Dag No.	Khatian No.		Nature of Land	Area (In Decimals)
	R.S.	New		
9497	1213	2897	Shali	041

[Signature]

[Signature]

[Signature]

[Signature]

9437	1213	2893	Shali	056
9438	498	2884	Shali	031
9439	1471	2887	Shali	036
9521	642	2896	Shali	013
9499	458		Shali	010
9498	747	2890	Shali	020
9500	622	2885	Shali	029
9436	1168	2895	Danga	082
9435	714	2892	Shali	034
9502	482	2888	Shali	114
9434	1985	2891	Shali	026
9501	1424	2886	Shali	024
9520	1415	2893	Shali	037
9520/9709	1415	2898	Shali	047
9522	1145		Shali	027
9524	1145		Shali	014
			Total	641

Second Schedule

(Specifications)

i.	Structure	:	R.C.C. framed structure
ii.	Doors	:	Quality wooden frames and solid core flush/panel shutters.
iii.	Windows	:	Aluminum windows.
iv.	Living/Dining	:	(a) Flooring: Vitrified tiles. (b) Elecricals: Concealed copper wiring with latest switches. Provision for telephone, television and intercom.

Ng.

Shali

ME

v.	Bedrooms	:	(a) Flooring: Vitrified/Rectified tiles. (b) Electricals: Concealed copper wiring with latest switches. Provision for telephone and A. C. points in master bedroom.
vi.	Kitchen	:	(a) Flooring: Ceramic tiles. (b) Electricals: Conceals copper wiring with latest switches. Provision for adequate plug points for appliances. (c) Counter: Granite slab with stainless steel sink. (d) Wall tiles: Ceramic tiles Upto 2' (two feet) height above Counter.
vii.	Toilets	:	(a) Flooring: Anti-skid Ceramic tiles. (b) Electricals: Concealed copper wiring with latest switches. Provision for adequate light and geyser point. (c) Wall Tiles: Wall dados in ceramic tiles upto door height. (d) Sanitaryware: Quality chromium plated fittings, White Porcelain ware.
viii.	Lifts	:	2(two) lifts of suitable capacity of "KONE" or equivalent Make in each block.
ix.	Exterior	:	Durable outer finish.

**Third Schedule
(Devolution of Title)**

Devolution of Title in respect of R. S. Dag No. 9498

N.g.

[Signature]

[Signature]

WHEREAS by a Deed of conveyance dated 23rd April, 1957 Chhapla Bala Das (Alias Chhapla Bala Kol) wife of Lokenath Kol purchased 6.66 (Six point six six) decimals more or less from Manindra Chandra Guha and registered the same at the Cossipore Dum Dum sub registry office and recorded in Book No. I, Volume No. 53, Pages 223-225 and being Deed No. 3151 for the year 1957;

AND WHEREAS in the premises Chhapla Bala Das (Alias Chhapla Bala Kol) wife of Lokenath Kol became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession of **ALL THAT** Shali land measuring about 6.66 (Six point six six) decimals more or less lying and situate at Mouza: Dakshin Nimta, J.L.No. 8, Touzi No. 173, R.S.Dag No. 9498 under R.S. Khatian No. 747, Police Station : Dum Dum within District: Dakshin 24 Parganas, Sub-Registry office: Cossipore DumDum;

AND WHEREAS by another Deed of conveyance dated 11th May, 1957 Radha Kanta Das purchased 6.66 (Six point six six) decimals more or less from Dinesh Chandra Acharya and registered the same at the Cossipore Dum Dum sub registry office and recorded in Book No. I, Volume No. 72, Pages 46-49 and being Deed No. 3809 for the year 1957;

AND WHEREAS in the premises Radha Kanta Das also became absolutely seized and possessed of and /or otherwise well and sufficiently entitled to in fee simple in possession of **ALL THAT** Shali land measuring about **6.66 (Six point six six) decimals** more or less lying and situate at Mouza: Dakshin Nimta, J. L. No. 8, Touzi No.173, R.S. Dag No. 9498 under R.S. Khatian No. 747, Police Station : Dum Dum within District: Dakshin 24 Parganas, Sub-Registry office: Cossipore, Dum Dum.

AND WHEREAS in the premises Chhapla Bala Das (Alias Chhapla Bala Kol) wife of Loknath Kol and Radha Kanta Das became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession of a total of **ALL**

Ng. *Amz* *Hja* *Me*

THAT Shali land measuring about 13.33 (Thirteen point three three) decimals more or less lying and situate at Mouza- Dakshin Nimta, J.L. No.8, Touxi No.173, R.S.Dag No.9498 under R.S.Khatian No. 747, Police Station: Dum Dum within District: Dakshin 24 Parganas, Sub-Registry office: Cossipore, Dumdum;

AND WHEREAS by a Deed of conveyance dated 29th December, 1961 the said Chhapla Bala Das (Alias Chhapla Bala Kol) wife of Lokenath Kol and Radha Kanta Das sold transferred and conveyed **ALL THAT** Shali land measuring about 13.33 (Thirteen point three three) decimals more or less lying and situate at Mouza: Dakshin Nimta, J.L.No. 8, Touzi No. 173, R.S. Dag No. 9498 under R.S.Khatian No. 747, Police Station : DumDum within District: North 24 Parganas, Sub-Registry office: Cossipore Dumdum unto and in favour of . Rajasthan Pipes (Private) Limited at or for the consideration mentioned therein and registered in the Sub-Registry office at Cossipore Dumdum and recorded in and being Deed No. 9708 for the year 1961 ;

AND WHEREAS one Ksitish Chandra Sircar was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession of **ALL THAT** Shali land measuring about 6.67 (Six point six seven) decimals more or less lying and situate at Mouza: Dakshin Nimta, J. L.No. 8, Touzi No. 173, R.S. Dag No. 9498 under R.S. Khatian No. 747, Police Station: Dum Dum within District: North 24 Parganas, Sub-Registry office: Cossipore Dumdum;

AND WHEREAS by a Deed of conveyance dated 18th July, 1960 the said Ksitish Chandra Sircar sold transferred and conveyed **ALL THAT** Shali land measuring about 6.67 (Six point six seven) decimals more or less lying and situate at Mouza: Dakshin Nimta, J.L. No. 8, Touzi No. 173, R.S.Dag No. 9498 under R.S. Khatian No. 747, Police Station : Dum Dum within District: North 24 Parganas, Sub- Registry office: Cossipore Dumdum unto and in favour of Sri Prahlad Chandra Saha at or for the consideration mentioned therein and

ng. *Shy* *Aja* *MR*

registered in the Sub-Registry office and recorded in Book No. I, Volume No. 90, Pages 121-123 and being Deed No. 6113 for the year 1960 ;

AND WHEREAS in the premises Sri Prahlad Chandra Saha became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to in tee simple in possession of **ALL THAT** Shali land measuring about 6.67 (Six point six seven) decimals more or less lying and situate at Mouza: Dakshin Nimta, J.L.No. 8, Touzi No. 173, R.S. Dag No. 9498 under R.S. Khatian No. 747, Police Station: DumDum within District: North 24 Parganas, Sub-Registry office: Cossipore Dumdum free from all encumbrances, charges, lispensens and claim of whatsoever and howsoever nature;

AND WHEREAS by a Deed of conveyance dated 10th June, 1961 the said Prahlad Chandra Saha sold transferred and conveyed **ALL THAT** Shali land measuring about 6.67 (Six point six seven) decimals more or less lying and situate at Mouza: Dakshin Nirnta, J.L.No. 8, Touzi No. 173, R.S. Dag No. 9498 under R.S. Khatian No. 747, Police Station : Dum Dum within District: North 24 Parganas , Sub-Registry office: Cossipore Dumdum unto and in favour of Rajasthan Pipes (Private) Limited at or for the consideration mentioned therein and registered in the Sub-Registry office at Cossipore Dumdum and recorded in and being Deed No. 4833 for the year 1961.

AND WHEREAS in the premises above Rajasthan Pipes (Private) Limited became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession of the said land being **ALL THAT** Shali land measuring about **20 (Twenty) decimals** more or less lying and situate at Mouza: Dakshin Nimta, J.L. No. 8, Touzi No. 173, R.S. Dag No. 9498 under R.S. Khatian No. 747, Police Station : Dum Dum within District: North 24 Parganas, Sub-Registry office: Cossipore Dumdum and morefully described in **Part - I** of this **Third Schedule** mentioned hereunder free from all encumbrances, charges, lispensens, and claim of whatsoever and howsoever nature ;

Ng.

Shy

Hj

Me

AND WHEREAS by a Deed of Conveyance dated 20th January, 2012 made between Rajasthan Pipes (Private) Limited, therein referred to as the vendor of the one part and Saroda Vyapaar Private Limited and Satya Sai Vintarde Private Limited, therein collectively referred to as the Purchasers of the other part and duly registered with the A. D. S. R., Cossipore, DumDum in Book No. I, CD Volume No. 2, Pages from 1356 to 1372, being No. 00581 for the year 2012, the said Rajasthan Pipes (Private) Limited, for the consideration therein mentioned sold and conveyed in favour of the said Saroda Vyapaar Private Limited and Satya Sai Vintarde Private Limited **ALL THAT** Shali land measuring about **20 (Twenty) decimals** more or less lying and situate at Mouza: Dakshin Nimta, J.L. No. 8, Touzi No. 173, R.S. Dag No. 9498 under R.S. Khatian No. 747, Police Station : Dum Dum within District: North 24 Parganas, Sub-Registry office: Cossipore Dumdum and morefully described in **Part - I** of this **Third Schedule** mentioned hereunder free from all encumbrances, charges, lispensens, and claim of whatsoever and howsoever nature;

Devolution of Title in respect of R. S. Dag No. 9520

WHEREAS one Dwarika Nath Pant was absolutely seized and possessed of and /or otherwise well and sufficiently entitled to in fee simple in possession of **ALL THAT** Shali land measuring about **37 (Thirty seven) decimals** more or less lying and situate at Mouzo: Dakshin Nimta, J.L. No. 8, Touzi No. 173, R.S.Dag No. 9520 under R.S. Khatian No. 1415, Police Station : Dum Dum within District: Dakshin 24 Parganas, Sub-Registry office: Cossipore DumDum;

AND WHEREAS the said Dwarika Nath Pant died intestate leaving behind his four sons namely Kali Pado Pant, Bhushan Chandra Pant, Surendra Kumar Pant and Purena Chandra Pant as his only legal who became entitled to all the properties left over by Late Dwarika Nath Pant;

ng.

Amg Hjal

Mr

AND WHEREAS one of his sons Surendra Nath Pant died as a Bachelor and another son Purna Chandra Pant and his wife died leaving behind their only Minor son Parichu Gopal Pant;

AND WHEREAS in the premises the surviving heirs namely Sri Kali Pado Pant, Bhushan Chandra Pant and minor Panchu Gopal Pant became fully entitled to all the properties left over by Late Dwarika Prasad Pant;

AND WHEREAS by a Deed of conveyance dated **26th November, 1963** the said Sri Kali Pado Pant, Bhushan Chandra Pant and minor Panchu Gopal Pant (Rpresented by Bhushan Chandra Pant) sold transferred and conveyed **ALL THAT** Shali and measuring about **37 (Thirty seven) decimals** more or less lying and situate at Mouza : Dakshin, Nimta, J.L. No. 8, Touzi No.173, R.S.Dag No. 9520 under R.S. Khatian No.1415, Police Station : Dum Dum within District: Dakshin 24 Parganas, Sub-Registry office: Cossipore Dumdum unto and in favour of . Rajasthan Pipes (Private) Limited at or for the consideration mentioned therein and registered in the Sub-Registry office at Cossipore Dumdum and recorded in and being Deed No. 8740 for the year 1963;

AND WHEREAS in the premises the said Rajasthan Pipes (Private) Limited became absolutely seised and possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession of the said land being **ALL THAT** Shali land measuring about 37 (Thirty seven) decimals more or less lying and situate at Mouza: Dakshin Nimta, J.L.No. 8, Touzi No, 173 , R.S.Dag No. 9520 under R.S.Khatian No. 1415, Police Station : Dum Dum within District: North 24 Parganas, Sub-Registry office: Cossipore Dumdum and morefully described in **Part - II** of this **Third Schedule** mentioned hereunder free from all encumbrances, charges, lispdens, and claim of whatsoever and howsoever nature;

ng.

Amg *gou*

hr

AND WHEREAS by a Deed of Conveyance dated 20th January, 2012 made between Rajasthan Pipes (Private) Limited, therein referred to as the vendor of the one part and Keystar Developers Private Limited, Rashidhan Nirman Private Limited and Provase Tradelink Private Limited, therein collectively referred to as the Purchasers of the other part and duly registered with the A. D. S. R., Cossipore, DumDum in Book No. I, CD Volume No. 2, Pages from 1467 to 1481, being No. 00582 for the year 2012, the said Rajasthan Pipes (Private) Limited, for the consideration therein mentioned sold and conveyed in favour of the said Keystar Developers Private Limited, Rashidhan Nirman Private Limited and Provase Tradelink Private Limited **ALL THAT** Shali land measuring about **37 (Thirty seven) decimals** more or less lying and situate at Mouza: Dakshin Nimta, J.L.No. 8, Touzi No. 173 , R.S.Dag No. 9520 under R.S.Khatian No. 1415, Police Station : Dum Dum within District: North 24 Parganas, Sub-Registry office: Cossipore Dumdum and morefully described in **Part - II** of this **Third Schedule** mentioned hereunder free from all encumbrances, charges, lispensens, and claim of whatsoever and howsoever nature;

Devolution of Title in respect of R. S. Dag No. 9500

WHEREAS one Usha Rani Debi (Alias Usha Rani Ghosal) wife of Shiv Prasanna Ghosal was absolutely seized and possessed of andor otherwise well and sufficiently entitled to in fee simple in possession of **ALL THAT** Shali land measuring about 29 (Twenty nine) decimals more or less lying and situate at Mouza - Dakshin Nimta, J.L. No. 8, Touzi No. 173 , R.S. Dag No. 9500 under .R.S. Khatian No. 622 , Police Station : Dum Dum within District: Dakshin 24 Parganas , Sub-Registry office: Cossipore Dumdum;

AND WHEREAS the said Usha Rani Debi (Alias Usha Rani Ghosal) died intestate leaving behind her only legal heir being her husband Sri Shiv Prasanna Ghosal who became entitled to all the properties left over by Late Usha Rani Debi (Alias Usha Rauai Ghosal);

AMD WHEREAS by a Deed of conveyance- dated 28th February, 1961 the said Shiv Prasanna Ghosal sold transferred and conveyed **ALL THAT** Shali land measuring about 29 (Twenty nine) decimals more or less, lying and situate at Mcuza: Dakshin Nimta, J.L. No. 8, Touzi No. 173 , R.S. Dag No. 9500 under R.S. Khatian No. 622, Police Station : Dum Dum within District: Dakshin 24 Parganas , Sub-Registry office : Cossipore Dumdum in favour of Sri Ajit Kumar Ghosh at or for the consideration mentioned therein and registered in the Sub-Registry office at Cossipore Dumdum and recorded in Book no- 1, Volume No. 34 Pages 55-57 and being Deed No. 1608 for the year 1961;

AND WHEREAS in the premises the said Sri Ajit Kumar Ghosh became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession of the said land being **ALL THAT** Shali land measuring about 29 (Twenty nine) decimals more or less lying and situate at Mouza: Dakshin Nimta, J.L. No. 8, Touzi No. 173, R.S. Dag No. 9500 under R.S. Khatian No. 622, Police Station: Dum Dum within District: North 24 Parganas, Sub-Registry office: Cossipore Dumdum;

AND WHEREAS by a Deed of conveyance dated 16th June, 1961 the said Ajit Kumar Ghosh sold transferred and conveyed the said land being **ALL THAT** Shali land measuring about 29 (Twenty nine) decimals more or less lying and situate at Mouza: Dakshin Nimta, J.L. No. 8, Touzi No. 173, R.S. Dag No. 9500 under R.S. Khatian No. 622, Police Station: DumDum within District: North 24 Parganas, Sub-Registry office: Cossipore Dumdum unto and in favour of Shiv Shankar Pal Rajasthan Pipes (Private) Limited at or for the consideration mentioned therein and registered in the Sub-Registry office at Cossipore Dumdum and being Deed no 4977 for the year 1961 ;

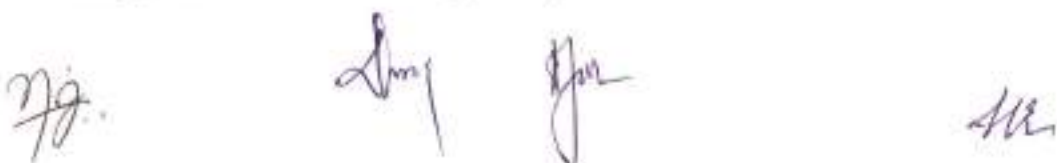
ng. *Shiv* *Ajit* *SH*

AND WHEREAS in the premises the said Rajasthan Pipes (Private) Limited became absolutely seized and possessed of and /or otherwise well and sufficiently entitled to in fee simple in possession of the said land being **ALL THAT** Shali land measuring about 29 (Twenty nine) decimals more or less lying and situate at Mouza: Dakshin Nimta, J.L. No. 8, Touzi No. 173 , R.S. Dag No. 9500 under R.S. Khatian No. 622 , Police Station : DumDum within District: North 24 Parganas., Sub-Registry office: Cossipore Dumdum and morefully described in **Part - III** of this **Third Schedule** mentioned hereunder free from all encumbrances, charges, lispens and claim of whatsoever and howsoever nature ;

AND WHEREAS by a Deed of Conveyance dated 20th January, 2012 made between Rajasthan Pipes (Private) Limited, therein referred to as the vendor of the one part and Monolta Mansions Private Limited, Passion Projects Private Limited and Starpoint Highrise Private Limited, therein collectively referred to as the Purchasers of the other part and duly registered with the A. D. S. R., Cossipore, DumDum in Book No, I, CD Volume No. 2, Pages from 1926 to 1941, being No. 00583 for the year 2012, the said Rajasthan Pipes (Private) Limited, for the consideration therein mentioned sold and conveyed in favour of the said Monolta Mansions Private Limited, Passion Projects Private Limited and Starpoint Highrise Private Limited **ALL THAT** Shali land measuring about 29 (Twenty nine) decimals more or less lying and situate at Mouza: Dakshin Nimta, J.L. No. 8, Touzi No. 173 , R.S. Dag No. 9500 under R.S. Khatian No. 622 , Police Station : DumDum within District: North 24 Parganas., Sub-Registry office: Cossipore, DumDum and morefully described in **Part - III** of this **Third Schedule** mentioned hereunder free from all encumbrances, charges, lispens, and claim of whatsoever and howsoever nature;

Devolution of Title in respect of R. S. Dag No. 9434

WHEREAS Smt. Indra Rekha Pal was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession of **ALL THAT** Shali land



measuring about **26 (Twenty six) decimals** more or less lying and situate at Mouza: Dakshin Nimta, J.L. No. 8, Touzi No. 173, R.S. Dag No. 9434 under R.S. Khatian No. 1185, Police Station: Dum Dum within District: North 24 Parganas, Sub-Registry office: Cossipore Dumdum;

AND WHEREAS by a Deed of conveyance dated 4th December, 1962 the aforesaid Son, Indra Rekha Pal sold transferred and conveyed **ALL THAT** Shali land measuring about **26 (Twenty six) decimals** more or less lying and situate at Mouza: Dakshin Nimta, J.L. No. 8, Touzi No. 173, R.S. Dag No. 9434 under R.S. Khatian No. 1135, Police Station: Dum Dum within District: North 24 Parganas, Sub-Registry office: Cossipore Dumdum unto and in favour of Rajasthan Pipes (Private) Limited at or for the consideration mentioned therein and registered in the Sub-Registry office at Cossipore Dumdum and recorded in Deed No. 9431 for the year 1962;

AND WHEREAS in the premises the said **Rajasthan Pipes (Private) Limited** became absolutely seised and possessed of and /or otherwise well and sufficiently entitled to in fee simple in possession of **ALL THAT** Shali land measuring about **26 (Twenty six) decimals** more or less lying and situate at Mouza: Dakshin Nimta, J.L. No. 8, Touzi No. 173, R.S. Dag No. 9434 under R.S. Khatian No. 1185, Police Station: Dum Dum within District: North 24 Parganas, Sub-Registry office: Cossipore Dumdum and morefully described in **Part - IV** of this **Third Schedule** mentioned hereunder and free from all encumbrances, charges, liens, lispendens, claims of whatsoever and howsoever nature;

AND WHEREAS by a Deed of Conveyance dated 20th January, 2012 made between Rajasthan Pipes (Private) Limited, therein referred to as the vendor of the one part and Sitaram Commotrade Private Limited and Mohan Tie-up Private Limited, therein collectively referred to as the Purchasers of the other part and duly registered with the A.D.S.R., Cossipore, DumDum in Book No. I, CD Volume No. 2, Pages from 1482 to 1496, being No.

00584 for the year 2012, the said Rajasthan Pipes (Private) Limited, for the consideration therein mentioned sold and conveyed in favour of the said Sitaram Commotrade Private Limited and Mohan Tie-up Private Limited **ALL THAT Shali** land measuring about **26 (Twenty six) decimals** more or less lying and situate at Mouza: Dakshin Nimta, J.L. No. 8, Touzi No. 173, **R.S. Dag No. 9434** under R.S. Khatian No. **1185**, Police Station: **Dum Dum** within District: North 24 Parganas, Sub-Registry office: Cossipore Dumdum and morefully described in **Part - IV** of this **Third Schedule** mentioned hereunder and free from all encumbrances, charges, liens, lispens, claims of whatsoever and howsoever nature;

Devolution of Title in respect of R. S. Dag No. 9520/9709

WHEREAS one Dwarika Nath Pant was absolutely seized and possessed of and /or otherwise well and sufficiently entitled to in fee simple in possession of **ALL THAT** Shali land measuring about 84 (**Eighty Four**) decimals more or less lying and situate at Mouza: Dakshin Nimta, J.L. No. 8, Touzi No. 173, R.S. Dag No. 9520 under R.S. Khatian No. 1415, Police Station: Dum Dum within District: Dakshin 24 Parganas, Sub-Registry office: Cossipore Dumdum;

AND WHEREAS the said Dwarika Nath Pant died intestate leaving behind behind his four sons namely Kali Pado Pant, Bhushan Chandra Pant, Surendra Kumar Pant and Purna Chandra Pant as his only legal who became entitled to all the properties left over by Late Dwarika Nath Pant ;

AND WHEREAS one of his sons Surendra Nath Pant died as a Bachelor and another son Purna Chandra Pant and his wife died leaving behind their only Minor son Panchu Gopal Pant;

Ng.

By *Han*

MR

AND WHEREAS in the premises the surviving heirs namely Sri Kali Pado Pant, Bhushan Chandra Pant and minor Panchu Gopal Pant became fully entitled to all the properties left over by Late Dwarika Prasad Pant;

AND WHEREAS by a Deed of conveyance dated 26th November, 1963 the said Sri Kali Pado Pant, Bhushan Chandra Pant and minor Panchu Gopal Pant (Represented Bhushan Chandra Pant) sold transferred and conveyed **ALL THAT** Shali land measuring about 84 (Eighty Four) decimals more or less lying and situate at Mouza: Dakshin Nimta, J.L. No. 8, Touzi No. 173 , R.S. Dag No. 9520 under R.S. Khatian No. 1415, Police Station : DumDum within District: Dakshin 24 Parganas, Sub-Registry office: Cossipore Dumdum unto and in favour of Rajasthan Pipes (Private) Limited at or for the consideration mentioned therein and registered in the Sub-Registry office at Cossipore Dumdum and recorded in and being Deed No. 8740 for the year 1963 ;

AND WHEREAS in the premises the said Rajasthan Pipes (Private) Limited became absolutely seized and possessed of and /or otherwise well and sufficiently entitled to in fee simple in possession of the said land being **ALL THAT** Shali land measuring about 84 (Eighty Four) decimals more or less lying and situate at Mouza: Dakshin Nimta, J.L. No. 8, Touzi No. 173 , R.S. Dag No. 9520 under R.S. Khatian No. 1415, Police Station : DumDum within District: North 24 Parganas, Sub-Registry office: Cossipore Dumdum and morefully described in **Part - V** of this **Third Schedule** mentioned hereunder free from all encumbrances, charges, lispensens, and claim of whatsoever and howsoever nature ;

AND WHEREAS the Plot/Dag No. 9520 consisting of 84 (Eighty Four) decimals has since been divided into 2 (Two) separate plots being :-

Plot /Dag No. 9520 - 37 (Thirty seven) Sataks and Plot/Dag No. 9520/9709 - 47 (Forty seven) Sataks.