

7168/16

7704/2016



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

G 894370



Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement on the back of the document are the part this document.

[Signature]
Additional Registrar
of Assurances-IV, Kolkata

12 AUG 2016

10.8.16
 2018-1128177/16
 MV-14/9852011
 Additional Registrar of Assurances-IV, Kolkata
 C.A. 2016/16
 17/8/16

THIS DEVELOPMENT AGREEMENT is made on this 15th day of April Two Thousand and Sixteen;

BETWEEN

AHW STEELS PVT. LIMITED (P.A.N. NoAACCA5741M), a Company incorporated under the Companies Act, 1956, having CIN U27101WB1941PTCD10467 and having its registered office at Flat No.6C, "Shyam Kunj" at premises No.12C, Lord Sinha Road, P.S. Shakespeare Sarani, Kolkata - 700 071 represented by its Managing Director Sri Sheo Shankar Bagaria son of late Sitaram Bagaria, having

362

- 2 APR 2016

No. _____ Date _____
 Sold To **ARJUN STEELS PVT. LTD.**
 of **12C, LORD SWAMI ROAD,**
 Es. **60, SHYAMKUMI,**
KOLKATA-700 071
J. CHATTERJEE
 16, India Exchange Place, Kol-1
 Licensed Stamp Vendor
 L. No. 351-RS1989

- 2 APR 2016

~ huama



[Handwritten signature]

REGISTRAR
 OF ASSURANCES, KOLKATA
 10 AUG 2016

Shri K. M. Roy
 20 Kabe M. M. Roy
 6, 1st Post Office rd
 Kolkata - 700001
 (Lent)



became

GOVERNMENT OF WEST BENGAL
INDIAN UNION DRIVING LICENCE

Driving Licence No. WB-0119950190905
Name: S.S.S.
ADDRESS
20 BURDWAN KOLKATA
700011

ISSUE DATE: 15/08/2018
CLASS OF VEHICLE: 1. DRIVING 2. DRIVING 3. DRIVING
VALID UNTIL: 15/08/2023
ISSUE AT: BURDWAN

ISSUED AT: BURDWAN



S.S.S.



Handwritten signature

भारत सरकार
आयकर विभाग, कोलकाता

1-0 AUG 2016



Government of West Bengal

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

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

Signature / LTI Sheet of Query No/Year 19040001128177/2016

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr SHEO SHANKAR BAGARIA 2C DURDWAN ROAD, P.O.- ALIPORE, P.S.- Allpore, District:-South 24-Parganas, West Bengal, India, PIN - 700027	Representative of Land Lord [AHW STEELS PVT LTD]		4499 	 10/08/16
2	Mr ASHISH BAGARIA 20 BURDWAN ROAD, P.O.- ALIPORE, P.S.- Allpore, District:-South 24-Parganas, West Bengal, India, PIN - 700027	Representative of Developer [BAGARIA REALTY LLP]		4500 	 10/08/16
Sl No.	Name and Address of identifier	Identifier of		Signature with date	
1	Mr SUJIT KUMAR ROY Son of Late M M ROY 6 OLD POST OFFICE STREET, P.O:- G P O, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001	Mr SHEO SHANKAR BAGARIA, Mr ASHISH BAGARIA		 10/08/16	

(Asit Kumar Joarder)

ADDITIONAL REGISTRAR
OF ASSURANCE

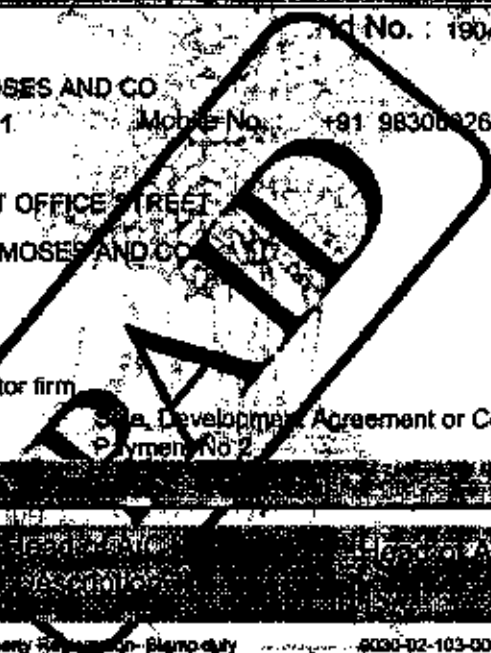
OFFICE OF THE A.R.A. -
IV KOLKATA

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

ID No: 19-201617-001822813-2 Payment Mode: Counter Payment
 BRN Date: 10/08/2016 09:00:30 Bank: State Bank of India
 BRN: 100816090011249 BRN Date: 10/08/2016 12:54:57

Id No. : 19040001128177/2/2016
 (Tender Number)

Name : VICTOR MOSES AND CO
 Contact No. : 03322102381 Mobile No. : +91 9830002627
 E-mail :
 Address : 6 OLD POST OFFICE STREET
 Applicant Name : Mr VICTOR MOSES AND CO
 Office Name :
 Office Address :
 Status of Depositor : Solicitor firm
 Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
 Payment No 2



PAYMENT DETAILS

Sr	Id No	Description	Amount	Remarks
1	19040001128177/2/2016	Property Registration-Stamp duty	0020-02-103-003-02	74921 ✓
2	19040001128177/2/2016	Property Registration-Registration Fees	0020-03-104-001-16	27594 ✓

In Words : Rupees One Lakh Two Thousand Five Hundred Fifteen only **Total** 102515

DIN 00363427, residing at 2C, Burdwan Road, Alipore, Post Office-ALIPORE, Kolkata-700027, hereinafter referred to as the "OWNER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and/or assigns) of the ONE PART;

AND

BAGARIA REALTY L.L.P. (P.A.N. No. AAKFB9230D), a Limited Liability Partnership duly incorporated under the Limited Liability Partnership Act, 2008, having LLPIN No. AAA-3893 and having its registered office at Flat No.6C, "Shyam Kunj" at premises No.12C, Lord Sinha Road, P.S. Shakespeare Sarani, Kolkata - 700 071 represented by its Designated Partner Sri Ashish Bagaria son of Sheo Shankar Bagaria, having PAN ADHPB5144L, residing at 2C, Burdwan Road, Alipore, Police Station-Alipore, Kolkata-700027, Kolkata, hereinafter referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its present partners or such other person and/or persons who may be taken in and/or admitted as partner and/or partners for the benefit of the said partnership) of the OTHER PART;

WHEREAS:

A. Messrs AHW Steels Pvt. Limited, the Owner herein is seized and possessed of or otherwise well and sufficiently entitled as absolute owner in respect of All That the piece or parcel of Plot of Land containing by measurement an area of 5 (Five) Bighas, 15 (Fifteen) Cottahs and 14 (Fourteen) Square feet together with common passage on 13 (Thirteen) Cottahs be the same a little more or less situate lying at and comprised within Mouza - Ariadaha - Kamarhati, P.S. Belgharia within

Kamarhati Municipality, District - North 24-Parganas, more fully described in the *First Schedule* hereunder written, hereinafter referred to as the "said Plot of Land".

B. The Owner herein having decided for development of the "said Plot of Land" and construction of new commercial-cum-residential buildings complex approached the Developer abovenamed with their proposal to undertake the development of the "said Plot of Land" and construction of the proposed new commercial-cum-residential buildings complex at or upon the "said Plot of Land".

C. The Developer herein being approached and requested by the Owner as aforesaid as also relying on the various representations made and assurances given by the Owner, has agreed to undertake and carry out development of the "said Plot of Land" and construction of the new proposed commercial-cum-residential buildings complex thereat, at or for the agreed consideration and on the agreed terms.

D. The parties hereto have agreed to record in writing the terms and conditions for development of the "said Plot of Land" by the Developer.

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

1. **DEFINITIONS:** In these presents, unless it be contrary or repugnant to the subject or context, the under mentioned terms or expressions shall have meanings as follows: -
 - 1.1 **ADVOCATES** - shall mean VICTOR MOSES & CO., Solicitors & Advocates, Temple Chambers, 6, Old Post Office Street, Kolkata - 700 001 for the Developer.

- 1.2 "OWNER" shall mean and include Messrs AHW Steels Pvt. Limited its successor or successors in office and/or assigns.
- 1.3 "DEVELOPER" shall mean and include Messrs Bagaria Realty LLP, and its successor or successors-in-office and/or assigns.
- 1.4 "SAID PLOT OF LAND" shall mean and include All That the piece or parcel of Plot of Land containing by measurement an area of 5 (Five) Bighas, 15 (Fifteen) Cottahs and 14 (Fourteen) Square feet together with common passage on 13 (Thirteen) Cottahs be the same a little more or less situate lying at and comprised within Mouza - Ariadaha - Kamarhati, P.S. Belgharia within Kamarhati Municipality, District - North 24-Parganas, morefully described in the *First Schedule* hereunder written.
- 1.5 "BUILDING COMPLEX" shall mean and include the proposed residential cum commercial buildings complex consisting of offices, shops, show rooms, residential flats, servant quarters, parking spaces and other spaces to be constructed in or upon the "said Plot of Land" as per the sanctioned plan to be issued by the Kamarhati Municipality as also as per the Municipal laws and the Building rules.
- 1.6 "UNITS" shall mean the Flat, apartment, office blocks, show rooms and/or other space(s) in the New Building(s) to be constructed by Developer and/or constructed area capable of being exclusively occupied and enjoyed independently including proportionate impartible undivided share in the land together with proportionate share in the Common Area of the building complex.

- 1.7 "DEVELOPMENT WORK" shall mean and include construction of the proposed building complex after demolition of the existing structures and the same as per the plan to be obtained sanction from the Kamarhati Municipality and also as per the Municipal laws and the Building Rules.
- 1.8 "SANCTIONED PLAN" shall mean and include the Plan to be obtained sanction from the Kamarhati Municipality for construction of the proposed building complex as also include the renewed, revised and/or modified and/or other Plans, elevations, designs, maps, drawings and other specifications.
- 1.9 "OWNER'S ALLOCATION" shall mean and include 25 (Twenty Five) percent of the Sale proceeds of the total Units and other saleable spaces of the building complex as per the provisions contained in *Article 11* hereunder.
- 1.10 "DEVELOPER'S ALLOCATION" shall mean and include the 75 (Seventy Five) percent of the sale proceeds of the total Units and other saleable spaces of the building complex as per the provisions contained in *Article 11* hereunder.
- 1.11 "SALE PROCEED" shall mean and include the amounts of booking moneys, part payments and consideration amounts as may be received, realised and/or collected by the Developer from the intending buyers for and on account of sale on ownership basis or otherwise disposal in respect of the Units of the building complex but shall not include the various amounts as may be received and/or realized and/or disbursed and paid as per the details mentioned in *Clause 11* hereunder.

- 1.12 **"COMMON AREAS, FACILITIES AND AMENITIES"** shall mean and include corridors, hallways, landings, stairways, internal and external passages, passage-ways, lobbies, entrance, exits/gates, garden, lifts, shafts/ducts, drains, sewers, pits, pump house, overhead water tank, water pump and motor, drive-ways, common lavatories, Generator, transformer, Effluent Treatment Plant, Fire Fighting systems and other facilities in the Complex which may be decided by the Developer and Owners and provided by the Developer and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Complex.
- 1.13 **"ARCHITECT"** shall mean the Architect and/or Engineer, who may be retained and/or appointed by the Developer for designing and planning of the said development work as also for supervising the carrying out of the said development work as also construction of the proposed new residential cum commercial building complex as per the sanctioned plan as also the Municipal laws and the Building Rules.
- 1.14 **"BUYERS"** shall mean and include the intending Buyers/Transferees of units/spaces at the building complex.
- 1.15 **"MUNICIPALITY"** shall mean and include the Kamarhati Municipality.
- 1.16 **"ASSOCIATION"** - shall mean any company incorporated under the Companies Act, 1956 or any Association or any Syndicate or a Committee formed under the West Bengal Apartment Ownership

Act, 1972 or registered Society as may be formed by Developer for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

1.17 "CAR PARKING SPACE" - shall mean all the spaces in the portions at the ground floor level, whether open or covered, of the Complex expressed or intended to be reserved for parking of motor cars/scooters.

2. INTERPRETATIONS:

2.1 Any reference to statute shall include any statutory extension or modification and the re-enactment of such statute and the rules, regulations or orders made there under.

2.2 Any covenant by the Developer and/or the Owner not to do or commit any act deed or thing shall mean and include their respective obligations not to permit such act or thing to be done or committed.

2.3 Reference to recitals, Articles and the schedules shall be deemed to be reference for those in this Agreement.

2.4 The paragraph headings used in this Agreement are for convenience only and shall not form part of this Agreement nor control the construction or interpretation of the clauses under the headings.

2.5 The recitals and the schedule and any other document referred to in this Agreement by reference shall form integral part of the Agreement.

2.6 In this Agreement, unless the context otherwise requires, any references to words importing singular shall include the plural and vice versa and the words importing a gender shall include every gender and the references to persons shall include bodies corporate and unincorporated.

3. DATE OF COMMENCEMENT:

3.1 This Agreement shall be deemed to have commenced on and with effect from the date of execution of this Agreement and shall remain valid and binding till the completion of the said Development work and/or construction of the said building complex as also sale and disposal of units of the building complex as per provisions hereafter stated or till this Agreement is terminated by either of the parties hereto.

4. MUTUAL WARRANTIES & COVENANTS:

4.1 The Owner and the Developer jointly and severally represent, warrant and covenant with each other as follows:

(a) They are competent as also authorised to enter into this Development agreement and to perform their respective obligations hereunder.

(b) This Agreement constitutes valid, legally binding and enforceable obligations;

- (c) Both the Owner and the Developer shall take such further steps and do or commit such further acts, and also execute and deliver such further instruments and documents, and generally to do all such other things as may be reasonably necessary to accomplish the Development of the "said Plot of Land" and/or the land comprised therein and/or construction of the proposed building complex by the Developer as contemplated in this Agreement; and
- (d) The execution, delivery and performance of this Agreement does not and will not conflict with or cause a breach of or constitute a default under any judgement, injunction, order, decree or any agreement or other instrument binding upon the Owner and/or the Developer.

5 OWNER'S REPRESENTATIONS: The Owner declares and confirms to have made the under-mentioned various representations and assurances to the Developer.

- 5.1 The Owner is the sole and absolute Owner in respect of the "said Plot of Land", more fully described in the *First Schedule* hereunder written and that the Owner is in vacant and peaceful possession of the "said Plot of Land".
- 5.2 The "said Plot of Land" is free from all encumbrances, mortgages, charges, liens, lispendens, claims, demands, liabilities, acquisitions, requisitions, alignments, attachments, leases, tenancies, debutter and trusts whatsoever.
- 5.3 The Owner has full power and absolute authority to enter into the instant Development Agreement as also to entrust

the development of the "said Plot of Land" to the Developer and that there are no bar or restrain order of any Court of Law nor any other impediment for the Owner to entrust the development of the "said Plot of Land" to the Developer as per the terms herein recorded and that the Owner has not entered into any Agreement and/or Arrangement and/or Understanding with any person or party for sale and/or development or otherwise disposal of the "said Plot of Land".

- 5.4 The Land revenue and all other rates, taxes and outgoings whatsoever on account and in respect of the "said Plot of Land" have been paid by the Owner and that in case any amount being found to be lawfully due and payable on account of such rates and taxes, the Developer herein shall be at liberty to pay the same in the name and on behalf of the owner and in such event, the Owner shall pay and/or reimburse the same to the Developer for the period up to the date of obtaining of the Sanctioned Plan;
- 5.5 The "said Plot of Land" is not affected by any acquisition or requisition proceeding nor the same is subject to any covenant, restriction, stipulation, easement or reservation or other such right, which may affect the "said Plot of Land" and/or the development thereof.
- 5.6 No suit and/or any other proceedings and/or litigations are pending against the Owner in respect of the said plot of land or any part thereof and that the said plot of land is not involved in arbitration proceedings and no such proceedings and no claims of any nature (whether relating to, directly or indirectly) are pending or threatened by or against the

Owner in respect of the said plot of land or any part thereof nor has the owner received any notices/summons in respect of any other proceedings.

- 5.7 Subject to what has been stated in this Agreement, the Owner has not done and shall not do nor permit to be done, anything whatsoever that would in any way impair, hinder and/or restrict the sole and exclusive appointment of and grant of rights to the Developer under this Agreement including the unfettered exercise by the Developer of the sole and exclusive right to develop the said plot of land in consistence with the terms of this Agreement.
- 5.8 There is no dispute with any revenue or other financial department of State or Central Government or elsewhere in relation to the affairs of the said plot of land and the Owner is not aware of any facts, which may give rise to any such dispute.
- 5.9 The Owner shall not transfer, alienate, encumber, mortgage, lease, create any charge and/or deal with the said premises or part thereof in any manner whatsoever till the completion of the project.
- 5.10 In the event of the Developer agreeing to undertake development of the "said Plot of Land" and construction of the said residential cum commercial building complex, simultaneously on the Developer entering into Development Agreement, the Owner shall make over possession of the "said Plot of Land" as may be required for carrying out the development work.

6. **DEVELOPER'S REPRESENTATIONS:**

- 6.1. The Developer has satisfied itself with regard to the rights title and interest of the Owner and hereby agrees not to raise any dispute or objection thereto.
- 6.2. The Developer has sufficient knowledge and expertise in the matter of development of immovable properties and construction of new buildings.
- 6.3. The Developer has sufficient means of necessary finance as may be required for carrying out the development of the "said Plot of Land" and/or the construction of the said building complex thereat.
- 6.4. The Developer shall carry out and complete the development in respect of the "said Plot of Land" and/or construction of the said building complex, strictly in accordance with the plan to be obtained sanction from the Kamarhati Municipality and the same within 4(four) years from the date of issuance of the sanctioned plan and the same in accordance with the relevant Municipal laws and building Rules relating to the development of immovable properties and/or construction of new buildings and further strictly as per the provisions contained in these presents.

7. **DEVELOPMENT WORK:**

- 7.1. The Owner has duly appointed and/or hereby appoints the Developer as the Developer and/or Builder and further entrust to the Developer herein the development of the "said Plot of Land" and/or construction of the said residential cum commercial

building complex as per the sanctioned plan and on the terms herein recorded.

- 7.2. The Developer hereby accepts its appointment as the Builder and/or Developer in respect of the "said Plot of Land" and further agrees to undertake and carryout the said project of development of the "said Plot of Land" and construction of the proposed residential cum commercial building complex and the same in the manner and within the time and on the terms and conditions herein recorded.

8. DEVELOPER'S OBLIGATIONS/COVENANTS:

- 8.1 In consideration of the premises and subject to the provisions contained in these presents, the Developer hereby agrees and undertakes to carry out the said work of Development of the "said Plot of Land" and/or construction of the said residential cum commercial building complex in accordance with the sanctioned plan and as per the Municipal laws and building rules.
- 8.2 The Developer herein shall be responsible to arrange from its own sources all necessary finances and/or funds and/or moneys as may from time to time be necessary or required for completing and/or carrying out the development of the "said Plot of Land" and/or construction of the said residential cum commercial building complex and in this respect, the Owner shall not in any manner be liable or responsible.
- 8.3 The Developer shall not require the Owner to provide finance for the project and/or to pay the costs of completion of the

development of the "said Plot of Land" and/or construction of the residential cum commercial building complex.

- 8.4 The Developer shall at its own costs and expenses duly apply for and obtain necessary plan or plans duly sanctioned from the Municipality as also all necessary permissions, clearances, approvals and No objections from the concerned departments as may be required for carrying out and completing the development of the "said Plot of Land" and/or construction of the said building complex as per provision of Municipal Laws. Such sanction of plan as also the required permissions, clearances, approvals and No Objections may be obtained by the Developer in the name of the Owner and in this regard, the Owner hereby irrevocably authorizes and empowers the Developer and further agrees to grant Power of Attorney in favour of the Developer and/or its nominees as may from time to time be required by the Developer. The Developer shall reimburse the expenses and cost incurred by the Owner for obtaining all necessary permissions, clearances, approvals and sanction plan from concerned department, if done, on behalf of the Developers.
- 8.5 The development of the "said Plot of Land" and/or construction of the said building complex shall be made complete in all respect including installation of lift, tube - well, electrical connection and fittings, water pumps, municipal water, sewerage and drainage connections, plumbing and sanitary fittings as also over head and under-ground water reservoirs. All the units in the said residential cum commercial building complex shall be made habitable fitted with necessary electrical and sanitary fittings and fixtures.

- 8.6 The Developer shall carry out and/or complete the said development work and/or construction of the said building complex by use of standard quality building materials, sanitary and electrical fittings and also as may be recommended by the Architect. In carrying out the construction of the said residential cum commercial building complex, the Developer shall use the steel and cement strictly as per the specifications, sizes and quality as may be recommended by the Architect. It is made clear that no sub-standard material shall be used for completing the construction of the said building complex.
- 8.7 The Developer herein shall solely be responsible for the structural stability of the building and for the soundness of the construction and be liable for all claims and actions, which may arise due to deviation from the sanctioned plan and/or infringement or violation of the municipal laws or other state laws.
- 8.8 The Developer shall keep the Owner indemnified and harmless against all third party claims and actions arising out of any act of commission or omission on the part of the Developer in relation to the said project of development of the "said Plot of Land" and/or construction of the said building complex.
- 8.9 The Developer shall at their own costs duly apply for and obtain electricity, water, sewerage and drainage connections at the building complex and shall also obtain necessary completion certificate and/or occupation certificate from the Municipality as be required under the Municipal laws. The Developer shall reimburse all expenses from time to time (monthly electricity

charges etc) and/or cost incurred by the Owner for obtaining all necessary permissions, clearances, approvals and sanction plan from concerned department, if done, on behalf of the Developers.

8.10 The Developer, unless prevented by acts of God and/or force majeure reasons and/or due to acts beyond its control or restraint order from the appropriate court of law or authority of the Kamarhati Municipality, shall complete the said development work and/or construction of the said building complex within 4(four) years from the date of sanction of the building plan and the time in this respect shall deemed to be the essence of the contract. Provided however and it is made clear that the time to carry out and complete the said development work and/or construction of the said building complex may be extended by mutual consent of the parties.

8.11 The Developer herein shall, on and from the date hereof, be in charge and possession of the said Plot of Land and be responsible for the safety and security thereof. Accordingly, the Developer shall at its own costs post Durwans and guards and make all required arrangements for the safety and security of the said Plot of Land. The Developer shall be entitled to retain such possession till the completion of the project and/or during the subsistence of this Agreement. Upon completion of the project and formation of the association of the apartment/flat owners, the Developer shall deliver such possession to the association.

9. OWNER'S OBLIGATIONS/COVENANTS:

9.1 The Owner herein shall bear and pay the Land Revenue, municipal taxes and all other rates, taxes and outgoings on account and in

respect of the "said Plot of Land" during the period till the issuance of sanction plan for development of the "said Plot of Land" and construction of the building complex;

- 9.2 The Owner shall render its best co-operation and assistance to the Developer in the matter of commencing, carrying out and completing the development of the "said Plot of Land" and/or construction of the said building complex, as may from time to time be necessary or required;
- 9.3 The Owner shall not do nor permit anyone to do or commit any act deed matter or thing, which may in any manner cause obstruction and/or interference in the Developer carrying out and completing the development of the "said Plot of Land" and/or construction of the said building complex.
- 9.4 The Owner shall sign execute and deliver all necessary papers, applications, plans, sketches, maps, designs and other documents as may from time to time be required by the Developer for obtaining necessary sanctions, permissions, approvals and/or No Objection Certificates from the appropriate government authorities and/or departments including the obtaining of necessary Sanctioned Plan from the Municipality in the name of the Owner and also for carrying out the construction of the building complex and/or development of the "said Plot of Land".
- 9.5 The Owner shall from time to time sign execute and deliver all applications, papers, documents and declarations as may be required to enable the Developer to apply for and obtain telephone, gas, electricity, internet, telex, sewerage, water,

drainage connections and other public utility and essential services in or upon the said building complex and/or as may be required for carrying out and/or completing the said development work and/or construction of the building complex.

9.6 The Owner shall mortgage the land in favour of any schedule bank / financial institution / NBFC on request of the Developer for obtaining the working capital loan for the project. However, the Developer shall use the fund for construction of the project only and repay the loan amount with interest and other charges from their own share of funds. The Developer shall indemnify the owner from any liability.

9.7 The Owner shall grant Power of Attorney in favour of Developer or its nominees authorizing and empowering *him/them/it* to do all acts, deeds, matters and things for the development of the "said Plot of Land" and construction of the building complex as per this Agreement.

9.8 Pending the carrying out of development of the "said Plot of Land" and/or construction of the proposed building complex, the Owner herein shall not in any manner encumber, sell or otherwise deal with the "said Plot of Land" nor part with possession of the "said Plot of Land", in any manner whatsoever.

10. CONSTRUCTION WORK:

10.1 The construction of the said building complex shall be strictly as per the Municipal Laws and/or the Building rules, regulations and byelaws framed there under and the same strictly in accordance with the sanctioned plan. In this respect, the Developer shall keep

the Owner absolutely indemnified and harmless against all actions claims and demands whatsoever as may be made due to construction of the said building complex and/or the said development work being in deviation from the sanctioned plan and/or in violation of the Municipal Laws and/or the Rules, regulations and bye-laws there under.

- 10.2 The Developer herein shall be entitled to appoint and employ such masons, mistrys, engineers, contractors, managers, supervisors and other employees for carrying out the said development work and/or construction of the said building complex as the Developer shall think proper. In this respect, it is made clear that the Developer herein shall solely be responsible and/or liable for payment of salaries, wages, and/or remuneration of the masons, mistrys, supervisors, contractors engineers, chowkidars and durwans as also other staff and employees, who may be appointed and/or employed by the Developer for carrying out the said development work and/or construction of the building complex and in this respect, the Owner shall not in any manner be responsible.
- 10.3 The Developer herein shall at their discretion retain and appoint such Architect, Engineer and Contractor for carrying out of the said development work and/or construction of the building complex, as the Developer shall think proper. The Developer herein shall however solely be responsible for payment of all remunerations and/or fees of the Architects, Engineers and Contractors as may be appointed by the Developer and in this respect the Owner shall not in any manner be responsible.

10.4 The works of development of the "said Plot of Land" and/or construction of the proposed building complex by the Developer shall be by use of best quality building materials and the same as per the recommendations of the Architects and also as per the specifications mentioned in the *Second Schedule* hereunder written.

10.5 All costs charges and expenses for and on account of the carrying out and/or completing the development of the "said Plot of Land" and/or construction of the building complex shall be paid, incurred, borne and discharged by the Developer and in this respect, the Owner shall not in any manner be liable or responsible.

11. ALLOCATION OF SALE PROCEED:

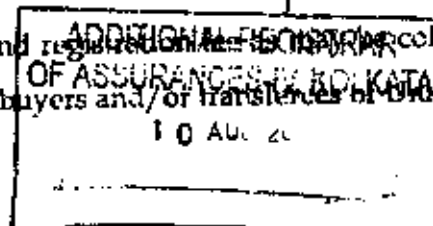
11.1. The Developer would sell, transfer or otherwise dispose of the units and saleable spaces of the building/s in favour of the intending buyers, either on Ownership basis or otherwise and the same at such consideration price and on such terms and conditions as the Developer shall from time to time at its discretion decide.

11.2. It has been agreed that the amounts of the sale proceed including the booking monies, part payments and consideration amounts, which the Developer would from time to time receive and/or realize on account and in respect of sale or otherwise disposal of the several units and saleable spaces of the building complex would be distributed between the Owner and the Developer in the manner following :-

- (a) The Owner shall be entitled to 25 (twenty five) percent of the total sale proceeds in respect of the several units and other saleable spaces of the building complex to be called "Owner's allocation", in consideration of the Owner permitting the Developer to undertake at its own costs the development of the "said Plot of Land" and/or construction of the proposed building complex thereat;
- (b) Similarly, the Developer shall be entitled to 75 (seventy five) percent of the total sale proceeds in respect of the several units and other saleable spaces of the building complex to be called "Developer's Allocation", in consideration of the Developer at its own costs undertaking the carrying out and completing the development of the "said Plot of Land" and/or construction of the building complex and also carrying out its other Obligations as per this agreement;

11.3. For the purpose of this Agreement, the expression "Sale Proceeds" shall mean all amounts as may be received and/or realized from the intending buyers/Transferees of the Units, Saleable Spaces and other spaces, areas, rights and benefits of the building complex including those on account of interest, if any, on account of delayed payment of the consideration and the amounts of statutory realization including Service Tax etc. The following items are however excluded / deducted from the Sale Proceeds:-

- (a) Stamp duty and registration charges collected from the intending buyers and/or transferees of Units;



- (b) Cost of extra work carried out exclusively at the instance of intending buyers/transferees of Units;
- (c) Amount of deposit for Electricity Board or local electricity suppliers, society formation charges, local charges, deposits/security received from intending buyers/transferees of Units;
- (d) Amounts received from intending buyers/transferees of Units, on account of or as extras on account of generator, transformer and other installations and facilities, legal charges, development or other fee / charges and also those received as deposits / advances against rates and taxes, maintenance charges etc.

11.4. The Owner hereby agrees and confirms that out of the amounts of sale proceeds as may be found payable to the owner on account of the Owner's Allocation as per *Clause 11.2* above the amount of interest free security deposit paid to the Owner as per *Clause 12* hereunder would be adjusted towards refund of the same to be ^{paid to} Developer. In addition, the Developer herein shall be entitled to adjust out of the amount as may be found payable to the Owner towards Owner's Allocation as per *Clause 11.2* above, the amounts of Municipal taxes and other rates, taxes and outgoings, if any, found outstanding for the period up to the date of issuance of the sanctioned plan and also the amount of interest and penalty thereon, which the Developer may be required to pay on account and on behalf of the Owner.

- 11.5. On expiry of every quarter year after commencement of the work of development in respect of the "said Plot of Land" and construction of the proposed building complex, the parties hereto shall enter into and settle the accounts with regard to the amounts received and/or realized by the Developer towards earnest money and/or part payment and/or consideration on account of sale or otherwise disposal of the Units and other saleable spaces of the building complex. On such settlement of account the Developer herein shall duly disburse and pay to the Owner the amounts as may be found payable to the Owner towards the Owners' Allocation and the same after adjustment of diverse sums mentioned in *Clause 11.4* above.
- 11.6. The Developer shall be at liberty to negotiate with the prospective and intending buyers/ transferees of Units and Saleable Spaces and other spaces areas rights and benefits at the "said building complex" enter into agreements for sale or otherwise transfer of the same and/or parts / portions thereof together with right or share in the land comprised in the "said Plot of Land" and also to receive earnest moneys, part payments and consideration amounts.
- 11.7. The Parties hereto hereby agree that all agreements, contracts, deeds and documents for sale or otherwise disposal of the Units/Saleable spaces of the building complex shall be drawn up on terms, conditions and covenants as the Developer shall think proper.
- 11.8. No consent or authority of the Owner shall be required in the matter of the Developer entering into contracts or agreements for

disposing of the Units/Saleable spaces of the building complex and in the matter of the Developer receiving and/or collecting the earnest moneys, part payment and consideration moneys from the intending buyers, which the Owner hereby agree and confirm.

11.9. The Owner shall simultaneously with the execution of this Agreement and subsequently, from time to time grant Power of Attorney in favour of the Developer and/or its nominee/s authorizing and/or empowering *it/him/them* to exercise Development Rights and to do all acts deeds matters and things to carry out Development of the "said Plot of Land" and Construction of the building complex and to appear and represent the Owner before all the Government authorities and/or departments as also to obtain all necessary Sanctions and Permissions, clearances from the concerned authorities and/or departments and further obtaining the telephone, electricity, gas and other connections at the said Plot of Land and/or Building Complex and/or Units and to do all acts deeds matter and things for carrying out and completing the Project and further sign execute and register all agreements, contracts, deeds and documents for sale or otherwise disposal of the Unit(s) and such other deeds matters and things.

11.10. The Developer shall be entitled to and responsible to cause required publicity for marketing and sales of the said building complex including the several units and other spaces thereof. The costs of publicity as also marketing of the project of the said building complex shall be borne by the parties in proportion to

their respective shares in the project as mentioned in Clause 11.2 above.

11.11. The parties hereto hereby further agree that the Developer herein shall at all times be entitled to install and/or affix hoardings, signage, bill-boards etc. at the "said building complex".

11.12. The parties hereto hereby further agree that the proceeds of all commercial and other benefits as may accrue and/or derive from the proposed building complex such as hoardings, signages, bill-boards etc. shall also be shared by and between the Owner and the Developer in the proportion of their respective ratio in the project as aforesaid.

12. SECURITY DEPOSIT:

12.1 The Developer herein shall on or before the execution of this Agreement duly deposit with the Owner the sum of Rs.25,00,000/- (Rupees Twenty Five Lacs) Only as and by way of security deposit and it has been agreed that the said security deposit amount shall carry no interest.

12.2 It has been agreed that the said interest free security deposit amount mentioned in *Clauses 12.1*, above shall be refunded to the Developer by the Owner on completion of the project of construction of the proposed building complex and the same by way of adjustment out of the owner's allocation of the sale proceed as per *Clause 11.4* above.

13. CONSIDERATION:

- 13.1 In consideration of the premises and in consideration of the appointment of the Developer as the builder and also in view of the Developer being allowed to develop the "said Plot of Land" and construct the said building complex as per this Agreement, the Developer hereby agree to bear and pay the entire costs and expenses for and on account of undertaking, carrying out and completing the development work in respect of the "said Plot of Land" and construction of the building complex thereat.
- 13.2 In consideration of the Owner having allowed the Developer to develop the "said Plot of Land" and to construct the said building complex as per this Agreement, it is agreed and made clear that the Owner shall not be responsible to bear and pay the costs of development and/or construction of the said building complex.
- 13.3 In consideration of the Developer bearing the costs charges and expenses for development of the "said Plot of Land" and/or construction of the building complex as aforesaid, the Developer shall be entitled to the Developer's allocation, out of the sale proceeds, without being liable to pay the value and/or costs and/or consideration on account in respect of the land comprised in the "said Plot of Land".
- 13.4 In consideration of the Developer agreeing to construct and complete the Building Complex as per the agreed specifications, the Owner agrees to transfer the proportionate, undivided and impartible share in the said plot of land in favour of the Developer or the transferees/intending purchasers as to be attributable to the flats/saleable area in the Building.

14. **DEFAULTS:**

14.1 In the event the Developer fails to obtain the sanctioned plan within the time stipulated or to complete the development of the "said premises" as also construction of the said proposed building complex within the stipulated time mentioned in *Clauses 8.10* above, the owner shall be at liberty at its discretion to terminate or cancel this Development Agreement.

14.2 In case of cancellation and/or termination of this Agreement by the owner as aforesaid, the Developer shall cease to have any right of any nature under this Agreement and/or in respect of the "said Plot of Land" and the Developer shall not be entitled to claim any compensation and/or damages on account of the works of development and/or construction already carried out and the amount of interest free security deposit mentioned in *Clause 12.1* above shall stand forfeited by the owner.

15. **RATES, TAXES AND MAINTENANCE:**

15.1 The Owner herein shall bear and pay the Land Revenue, Municipal taxes and other rates taxes and outgoings whatsoever concerning or relating to the "said Plot of Land" during the period till the issuance of sanctioned plan for development of the "said Plot of Land" and construction of the said building complex.

15.2 On and from the date of issuance of the sanctioned plan, the Developer herein shall bear and pay the Land revenue as also the Municipal taxes and other rates taxes and outgoings whatsoever concerning or relating to the "said Plot of Land" till the Developer complete construction of the said building complex and makes over the units and spaces of the building complex to the buyers.

15.3. On and from the date of completion of the building complex as also making over of possession of the several Units/saleable spaces of the building complex to the buyers and/or transferees/, the Buyers/Transferees shall be responsible to bear and pay the Land revenue, Municipal taxes and all other rates, taxes and outgoings as also to pay the monthly maintenance and service charges on account of their respective units and spaces.

15.4. All tax liabilities in relation to the development, namely sales tax, works, contract tax and other dues shall be paid by the Developer.

16. **MAINTENANCE ASSOCIATION:**

16.1. After the completion of the construction of the said building complex, the Developer shall cause an Association or Syndicate or Limited company to be floated and/or incorporated for the purpose of managing and maintaining the common facilities, common areas and amenities at the said building complex. The Developer shall also be responsible to frame the rules, regulations and byelaws of such Maintenance Association/Syndicate /Company.

16.2. On and from the date of completion of construction of the said building complex, the Developer shall be responsible to look after, manage and administer the day to day maintenance of the building complex as also maintenance of the common parts, areas, amenities and facilities at the building till the formation of an Association/Syndicate or incorporation of a Company for the purpose.

17. COMMON RESTRICTIONS:

- 17.1. The Owner and the Developer shall not permit the Buyers/Transferees of Units and other saleable spaces at the building complex for carrying on any wrongful, offensive, illegal and/or immoral trade or activity nor permit the user thereof for any purpose which may cause nuisance or be hazardous to the other occupants of the building complex.
- 17.2. The Owner and the Developer shall not permit the Buyers/Transferees to cause demolition of any wall or other structures at the building complex and./or the Units thereat or any portion thereof or make any structural alteration therein.
- 17.3. The Buyers/Transferees of Units and other saleable spaces at the building complex shall abide by all bye-laws, rules and regulations of the Government, local bodies and the Maintenance Association as the case may be and shall attend to, answer and be responsible for any deviation, violation and/or breach of any of the laws, bye-laws, rules and regulations thereof.
- 17.4. The Buyers/Transferees of Units and other saleable spaces at the building complex shall keep the interiors, walls, sewers, drainage, pipes and other fittings and fixtures and the floor of the Units and Saleable spaces of the building complex in good, working and repair condition and in particular, so as not to cause any damage to the building complex or any part or portion or accommodation therein.
- 17.5. The Owner and the Developer shall not permit the Buyers/Transferees of Units and other saleable spaces of the

building complex to throw or accumulate any dirt, rubbish, waste or refuse nor permit the same to be thrown or accumulated in or about the building or in the lobbies, stair-cases, roof, compounds, corridors or any other common portion or areas of the building.

17.6. No occupant of the New Buildings shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the New Buildings or any part thereof and shall keep the other occupiers of the New Buildings harmless and indemnified from and against the consequences of any breach.

17.7. No occupant of the New Buildings shall leave or keep any goods or other items for display or otherwise in the corridors or at other places of common use and enjoyment in the New Buildings and no hindrance shall be caused in any manner in the free movement and use of the corridors and other places for common use and enjoyment in the New Buildings.

18. MISCELLANEOUS:

18.1. The Owner and the Developer have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed or construed to be a partnership and/or joint venture between the Developer and the Owner nor the parties hereto shall constitute an Association of persons.

18.2. Nothing in these presents shall be construed as a sale, transfer or assignment or conveyance in law by the Owner of the "said Plot of Land" or any part thereof to the Developer, or as creating any right title or interest in respect thereof in favour of the Developer, save the right to undertake development as per this Agreement.

- 18.3. Notwithstanding anything to the contrary contained in this Development Agreement, the parties hereto agree and confirm that the Owner herein shall continue to be the sole and absolute owner in respect of the "said Plot of Land", more fully described in the First Schedule hereunder written, till the completion of development of the "said Plot of Land" and construction of the proposed building complex thereat and further the Developer makes over possession of the units and other saleable spaces of the building complex unto and in favour of the Buyers/Transferees.
- 18.4. The parties hereto further agree, declare and confirm that on completion of construction of the proposed building complex by the Developer as per this Development Agreement, the several units and saleable spaces of the building complex along with undivided proportionate share or interest in the "said Plot of Land", described in the First Schedule hereunder written, would be transferred in favour of the intending buyers by virtue of executing and registering appropriate Deeds of Conveyance/Transfer.
- 18.5. The proposed building complex to be erected by the Developer in or upon the "said Plot of Land" shall be named with such name as may be mutually agreed and decided.
- 18.6. On completion of the development of the "said Plot of Land" and/or construction of the said building complex as also distribution of the sale proceeds of the several Flats, Shops, Showrooms, Car Parkings and other spaces of the building complex between the Owner and the Developer in proportion to

their respective shares in the Project as per the terms herein recorded, this Agreement shall stand fulfilled.

18.7. The Owner and the Developer hereby agree and undertake to sign and execute all other deeds and documents for smooth implementation of this Agreement, as and when so required.

18.8. The Owner and its directors and authorised representatives shall at all times be entitled to view and inspect the progress of the development work and/or construction of the building complex at the "said Plot of Land".

18.9. Neither of the parties hereto shall be entitled to dispute the legality and/or enforceability and/or validity of this Agreement and/or any of the terms herein recorded. Both the Owner and the Developer shall be entitled to specific performance of this Agreement.

19. DOCUMENTATION:

19.1. All agreements, contracts, deeds and documents for the sale or otherwise disposal of the units at the building complex shall be identical containing the similar terms and conditions as may be mutually approved by the parties.

19.2. All deeds, documents Agreements and papers as may from time to time be required to be prepared in pursuance of this Agreement including those for sale and/or disposal of the units and other spaces of the building complex shall be prepared by the Solicitors & Advocates appointed by the Developer..

20. CONFIDENTIALITY:

20.1. The parties hereto and each of them and their staff and employees shall keep confidential this Agreement as also the terms herein recorded and further the information which they may acquire in relation to the Development of the "said Plot of Land" contemplated by this Agreement and shall not disclose the same to outsiders.

21. **ENTIRE AGREEMENT:**

21.1. This Agreement records all the terms, conditions, understandings, representations, and declarations by and between the parties, oral or writing with regard to the subject matter hereof.

21.2. This Agreement is a culmination of the discussions and negotiations between the parties and constitutes the final bargain between them and all rights and obligations with respect to the "said Plot of Land" shall be governed only by this Agreement. No offer, counter offer or communication made or exchanged between the parties, contrary to or inconsistent herewith, prior to this Agreement shall bind the parties.

22. **AMENDMENTS:**

22.1. No modification or amendment of this Agreement nor waiver of the terms or conditions herein recorded shall be binding, unless made specifically in writing by the parties.

23. **SEVERABILITY:**

23.1. If any of the provisions of this Agreement is or become invalid, unlawful or unenforceable, the parties agree that the validity, legality and/or enforceability of the remaining provisions shall not in any way be affected or impaired.

24. ARBITRATION AND CONCILLATION:

24.1. In case of there being any dispute or difference or misunderstanding by and between the parties hereto concerning or relating to or arising out of this agreement and/or interpretation of this agreement or any of the clauses herein recorded and/or the completion of the transaction as per this agreement, the parties would hold joint meetings and make all possible efforts to conciliate and/or settle such disputes and/or differences and/or misunderstandings mutually.

24.2. In the event the parties hereto being not able to amicably clarify the confusions and/or misunderstandings and/or to mutually resolve the disputes and/or differences as provided hereinabove, all within a fortnight from the date of such disputes or difference, such disputes and differences by and between the parties hereto concerning or relating to or arising out of this Agreement or with regard to interpretation of this Agreement or any of the clauses herein recorded and/or the respective claims of the parties, the same shall be referred to the sole Arbitrator to be nominated by the parties for final adjudication as per the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The sole Arbitrator shall have summary power and need not record the reasons and further be at liberty to make interim awards.

25. JURISDICTION:

25.1. The Hon'ble Court at Calcutta shall exclusively have the Jurisdiction to entertain, try and determine all matters concerning or arising out of this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO**"said Plot of Land"**

All That the piece or parcel of Plot of Land containing by measurement an area of 5 (Five) Bighas, 15 (Fifteen) Cottahs and 14 (Fourteen) square feet together with common passage on 13 (Thirteen) Cottahs be the same a little more or less situate lying at and comprised within Mouza - Ariadaha - Kamarhati, J.L. No.1, R.S. No.12, Touzi No.173, comprised in Dag Nos.3315, 3316, 3317, 3318 and 3312/3887 under Khatian No.3495, presently Municipal Premises No.5/1B, M.M. Feeder Road, Municipal Holding No.1206, Ward No.11, within Kamarhati Municipality, P.S. Belegaria, District - North 24-Parganas, Kolkata-700 057;

THE SECOND SCHEDULE ABOVE REFERRED TO**(SPECIFICATIONS)**

1. **FOUNDATION AND SUPER STRUCTURE:**
 - a. R.C.C. frame structure.
2. **FLOORING:**
 - a. Bed Rooms and drawing dinning would be finished with marbles/tiles.
 - b. Toilets: tiles or marble on floor and wall with combination tiles and/ or glass tiles on walls up to door height.
 - c. Kitchen: Tiles and/or marbles on floor.
3. **TOILETS:**

Sanitary Ware and Fittings: Ceramic fittings of reputed concern with concealed cistern of best stylish C.P. fittings of reputed make.

4. **ELECTRICAL ACCESORIES:** For electrical wiring of the apartment, conduit pipes is being used with good quality switches and sufficient lighting points including power point, T.V. point, telephone point.
5. **DOORS AND WINDOWS:** Wood framed Flush door in the bed room and main door.

Windows will be fabricated from aesthetic dimensionally tolerant high resistance long lasting.
6. **ELEVATOR:** Elevators for passenger of reputed make.
7. **BACK UP POWER:** Full back up power to all common areas.
8. **INTERNAL FINISH:** Plaster and Peris on the internal walls.
9. **EXTERNAL FINISH:** Plaster and acrylic paint.
10. **WATER SUPPLY:** Deep tube well.
11. **COMMON AMENITIES:** Firefighting arrangement and security surveillance.

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

SIGNED SEALED AND
DELIVERED by the Owner above
named at Kolkata in the presence of:

Susmit Kumar Ray
6, Old Post Office Rd.
Kolkata - 700001



For AHW STEELS PVT. LTD.


Managing Director

(SHEO SHANKAR BAGARIA)

SIGNED SEALED AND
DELIVERED by the Developer above
named at Kolkata in the presence of:

Susmit Kumar Ray



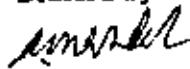
(GAUTAM K. GUPTA)
12C LORD SINHA RD.
Kolkata. 700071

BAGARIA REALTY LLA


Designated Partner

(ASHISH BAGARIA)

Drafted by:



Amlan Mandal

Advocate,

C/o. Victor Moses & Co.

Solicitors & Advocates

6, Old Post Office Street, Kolkata-700 001.

Enrollment No. WB/365/1998

Developer Details :

No	Name,Address,Photo,Finger print and Signature
1	BAGARIA REALTY L L P 12C LORD SINHA ROAD, P.O.- SHAKESPEARE SARANI, P.S:- Shakespeare Sarani, Kolkata, District-Kolkata, West Bengal, India, PIN - 700071 PAN No. AAKFB9230D, Status :Organization

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr SHEO SHANKAR BAGARIA Son of Late SUTARAM BAGARIA 2C DURDWAN ROAD, P.O:- ALIPORE, P.S:- Alipore, District-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AACEO5587P, Status : Representative, Representative of : AHW STEELS PVT LTD (as DIRECTOR)
2	Mr ASHISH BAGARIA Son of Mr SHEO SHANKAR BAGARIA 20 BURDWAN ROAD, P.O:- ALIPORE, P.S:- Alipore, District-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ADHPB5144L, Status : Representative, Representative of : BAGARIA REALTY L L P (as PARTNER)























Identifier Details :

Name & address	
Mr SUJIT KUMAR ROY Son of Late M M ROY 6 OLD POST OFFICE STREET, P.O:- G P O, P.S:- Hare Street, Kolkata, District-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Identifier Of Mr SHEO SHANKAR BAGARIA, Mr ASHISH BAGARIA	

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	AHW STEELS PVT LTD	BAGARIA REALTY L L P-189.782 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	AHW STEELS PVT LTD	BAGARIA REALTY L L P-1000 Sq Ft

Endorsement For Deed Number : I - 190407704 / 2016

SPECIMEN FORM FOR TEN FINGER PRINTS

	<i>Luana</i>					
		Little Ring Middle Fore Thumb				
		(Left Hand)				
						
		Thumb Fore Middle Ring Little				
(Right Hand)						
	<i>Arjo</i>					
		Little Ring Middle Fore Thumb				
		(Left Hand)				
						
		Thumb Fore Middle Ring Little				
(Right Hand)						
<p align="center">PHOTO</p>						
		Little Ring Middle Fore Thumb				
		(Left Hand)				
		Thumb Fore Middle Ring Little				
(Right Hand)						

ment of Stamp Duty

ified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 500/-
by online = Rs 74,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 362, Amount: Rs.500/-, Date of Purchase: 02/04/2016, Vendor name: P
Chatterjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 10/08/2016 12:54PM with Govt. Ref. No: 192016170018228132 on 10-08-2016, Amount Rs: 74,921/-,
Bank: State Bank of India (SBIN0000001), Ref. No. 100816090011249 on 10-08-2016, Head of Account 0030-02-103-

Asit

Asit Kumar Joarder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

Major Information of the Deed

Deed No.:	I-1904-07704/2016	Date of Registration	12/08/2016 2:22:28 PM
Query No / Year	1904-0001128177/2016	Office where deed is registered	
Query Date	09/08/2016 1:25:38 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	VICTOR MOSES AND CO 6 OLD POST OFFICE STREET, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9830602827, Status : Solicitor firm		
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 : 25,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 14,98,52,011/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,421/- (Article:48(g))	Rs. 27,594/- (Article:E, E, B, M(a), M(b), I)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Belgharia, Municipality: ARIADaha KAMARHATI, Road: M.M. Feeder Road, Mouza: Ariadaha

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-3315	RS-3495	Bastu	Bastu	5 Bigha 15 Katha 14 Sq Ft	1/-	14,91,02,011/-	Property is on Road
Grand Total :					189.7821Dec	1 /-	1491,02,011 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1000 Sq Ft.	1/-	7,50,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1000 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		1000 sq ft	1 /-	7,50,000 /-	

Land Lord Details :

Sl No	Name, Address, Photo, Finger print and Signature
1	AHW STEELS PVT LTD 12C LORD SINHA ROAD, P.O:- SHAKESPEARE SARANI, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071 PAN No. AACCA5741M, Status :Organization, Executed by: Representative

08-2016

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 14,98,52,011/-



Asit Kumar Joarder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

On 10-08-2016

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

Presented for registration at 17:50 hrs on 10-08-2016, at the Private residence by Mr SHEO SHANKAR BAGARIA .

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

Execution is admitted on 10/08/2016 by Mr SHEO SHANKAR BAGARIA DIRECTOR, AHW STEELS PVT LTD, 12C LORD SINHA ROAD, P.O:- SHAKESPEARE SARANI, P.S:- Shakespeare Sarani, Kolkata, District-Kolkata, West Bengal, India, PIN - 700071

Identified by Mr SUJIT KUMAR ROY, Son of Late M M ROY, 6 OLD POST OFFICE STREET, P.O: G P O, Thana: Hare Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Service

Execution is admitted on 10/08/2016 by Mr ASHISH BAGARIA PARTNER, BAGARIA REALTY L L P, 12C LORD SINHA ROAD, P.O:- SHAKESPEARE SARANI, P.S:- Shakespeare Sarani, Kolkata, District-Kolkata, West Bengal, India, PIN - 700071

Identified by Mr SUJIT KUMAR ROY, Son of Late M M ROY, 6 OLD POST OFFICE STREET, P.O: G P O, Thana: Hare Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Service



Asit Kumar Joarder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

On 12-08-2016

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 27,594/- (B = Rs 27,489/- , E = Rs 21/- , I = Rs 55/- , M(a) = Rs 25/- , M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 27,594/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/08/2016 12:54PM with Govt. Ref. No: 192016170018228132 on 10-08-2016, Amount Rs: 27,594/-, Bank: State Bank of India (SBIN0000001), Ref. No. 100816090011249 on 10-08-2016, Head of Account 0030-03-104-001-16

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	BAGARIA REALTY L L P 12C LORD SINHA ROAD, P.O:- SHAKESPEARE SARANI, P.S:- Shakespeare Sarani, Kolkata, District-Kolkata, West Bengal, India, PIN - 700071 PAN No. AAKFB9230D, Status : Organization

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr SHEO SHANKAR BAGARIA Son of Late SUTARAM BAGARIA 2C DURDWAN ROAD, P.O:- ALIPORE, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AACEO5587P, Status : Representative, Representative of : AHW STEELS PVT LTD (as DIRECTOR)
2	Mr ASHISH BAGARIA Son of Mr SHEO SHANKAR BAGARIA 20 BURDWAN ROAD, P.O:- ALIPORE, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ADHPB5144L, Status : Representative, Representative of : BAGARIA REALTY L L P (as PARTNER)

Identifier Details :

Name & address	
Mr SUJIT KUMAR ROY Son of Late M M ROY 6 OLD POST OFFICE STREET, P.O:- G P O, P.S:- Hare Street, Kolkata, District-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Identifier Of Mr SHEO SHANKAR BAGARIA, Mr ASHISH BAGARIA	

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	AHW STEELS PVT LTD	BAGARIA REALTY L L P-189.782 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	AHW STEELS PVT LTD	BAGARIA REALTY L L P-1000 Sq Ft

Endorsement For Deed Number : I - 190407704 / 2016

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2016, Page from 291787 to 291839
being No 190407704 for the year 2016.



Al

Digitally signed by ASIT KUMAR
JOARDER
Date: 2016.08.24 11:01:26 +05:30
Reason: Digital Signing of Deed.

(Asit Kumar Joarder) 24-08-2016 11:01:25
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)