





L Rajesh Bagaria



376

For Bengal Eco Housing Pvt. Ltd.

Rajesh Bagaria

Authorised Signatory

Sujata Ghosh  
Advocate  
High Court Calcutta

16 DEC 2014

5, CHATTERJEE  
Licensed Stamp Vendor  
C. L. Ghosh  
2 & 3, K. S. Roy Road, Kol-1

16 DEC 2014



377

Abhay Saxena  
ABHAY SAXENA

CENT PERCENT VALUE REALTY PVT. LTD.

SAGARIA VANIJYA PVT. LTD.

EMAMI NIRMAN PVT. LTD.

For Bengal Eco Homes Private Limited

RETECH VANIJYA PVT. LTD.

For Zenja Dealers LLP

Swanhousing Properties Pvt. Ltd

PRIME CONSTRUCTIONS PVT. LTD

For Aviro Vanijya Private Limited

For Aviro Vyapar Private Limited

For Genil Commoale Pvt Ltd.

For Begonia Textiles Private Limited

For Fiddle Engineering Private Limited

For Cornelia Merchants Pvt. Ltd.

For Touchwin Tradecom Pvt Ltd.

For Eveningstar Traders Pvt. Ltd.

For Eveningstar Vinimay Pvt. Ltd.

For Acclaim Dealers Pvt. Ltd.

S.W.A.N.S. Home Pvt. Ltd.

For Sureshine Vinimay Pvt. Ltd.

For Polpit Vincom Pvt. Ltd.

For New Age Writing Instrument Pvt Ltd

For Gateway Nirman Private Limited

1. Abhay Saxena 2. (Madhab Sengupta)

Authorised Signatory

Dipak Kumar Lenka

ADDITIONAL REGISTRAR  
OF ASSURANCE, KOLKATA  
28 JAN 2015



Avenue, P.S- Tollygunge, Kolkata-700029 [PAN no. <sup>AABCE7525L</sup>~~AABCE87525L~~], (iv) **Bengal Eco Homes Pvt. Ltd.** a company incorporated under the Indian Companies Act, 1956 having its Registered Office at 97A, Southern Avenue, P.S-Tollygunge, Kolkata-700029 [PAN no. AAECB1872E], (v) **Hitech Vanijya Pvt. Ltd.** a company incorporated under the Indian Companies Act, 1956 having its Registered Office at 97A, Southern Avenue, P.S- Tollygunge, Kolkata-700029 [PAN no. AACCH1903L], (vi) **Zenith Dealers LLP**, a partnership under the Indian Partnership Act, 1932 having its Registered Office at 97A, Southern Avenue, P.S-Tollygunge Kolkata-700029 [PAN no. AAAFZ7539D], (vii) **Swanhousing Properties Pvt. Ltd.** a company incorporated under the Indian Companies Act, 1956 having its Registered Office at 34A, Chandra Nath Roy Road, P.S- Tiljala, Kolkata-700039 [PAN no. AATCS9380F], (viii) **Prime Constructions Pvt. Ltd.** a company incorporated under the Indian Companies Act, 1956 having its Registered Office at 687, Anandapur, E. M Bypass 2<sup>nd</sup> Floor, P.S- Tiljala, Kolkata-700107 [PAN no. AAACP8813B], (ix) **Aviro Vanijya Pvt. Ltd.** a company incorporated under the Indian Companies Act, 1956 having its Registered Office at 687, Anandapur, E. M Bypass, 2<sup>nd</sup> Floor, P.S- Tiljala, Kolkata-700107 [PAN no. AAGCA7165D], (x) **Aviro Vyapaar Pvt. Ltd.** a company incorporated under the Indian Companies Act, 1956 having its Registered Office at 687, Anandapur, E. M Bypass 2<sup>nd</sup> Floor, P.S- Tiljala, Kolkata-700107 [PAN no. AABCC2980K], (xi) **Genil Commosale Pvt. Ltd.** a company incorporated under the Indian Companies Act, 1956 having its Registered Office at 7/1/ A, Grant Lane, 4<sup>th</sup> Floor, P.S- BowBazar, Kolkata -700012 [PAN no. AAFCG6495D], (xii) **Begonia Textiles Pvt. Ltd.** a company incorporated under the Indian Companies Act, 1956 having its Registered Office at 7/1A, Grant Lane, 4<sup>th</sup> Floor, P.S- BowBazar, Kolkata - 700012 [PAN no. AAFCB9510N], (xiii) **Fiddle Engineering Pvt. Ltd.** a company incorporated under the Indian Companies Act, 1956 having its Registered Office at 7/1/A, Grant Lane, 4<sup>th</sup> Floor, P.S- BowBazar, Kolkata -700012 [PAN no. AACCF4133E], (xiv) **Camellias Merchants Pvt. Ltd.** a company incorporated under the Indian Companies Act, 1956 having its Registered Office at 28/1/1A, Tagore Castle Street, 24 Jorabagan, P.S- Jorabagan, Kolkata -700006 [PAN no. AAFCC6886N], (xv) **Touchwin Tradecom Pvt. Ltd.** a company incorporated under the Indian Companies Act, 1956 having its Registered Office at 493B G.T

For Begona Textiles Private Limited  
For Fidge Engineering Private Limited  
For Cemellan Merchants Pvt. Ltd.  
**PRIME CONSTRUCTIONS PVT. LTD.**  
**HITECH VANIJYA PVT. LTD.**  
**EMAMI NIRMAN PVT. LTD.**  
For Eveningstar Traders Pvt. Ltd.  
For Touchwin Tradecon Pvt. Ltd.  
**BAGARIA VANIJYA PVT. LTD.**  
**CENT PERCENT VALUE REALTY PVT. LTD.**

~~Authorized Signatory~~

For Bengal Eco Homes Private Limited  
Swanhousing Properties Pvt. Ltd.  
**For Zenja Dealers LLP**  
For Gateway Nirman Private Limited

~~Authorized Signatory~~

For Aviro Vanijya Private Limited  
For Genil Commosale Pvt. Ltd.  
S.W.A.N.S. Home Pvt. Ltd.  
For Eveningstar Vinimay Pvt. Ltd.  
For New Age Writing Instrument Pvt. Ltd.  
378 ✓ For Aviro Vyapaar Private Limited  
For Sureshine Vinimay Pvt. Ltd.  
For Acclaim Dealers Pvt. Ltd.  
For Polpit Vincom Pvt. Ltd.

Madhub Sengupta  
Authorized Signatory

Dipak Kumar Lenka  
Dhuna Lenka  
H/N, Taramoni Ghat Road  
Ps - Haridevpar, Kalketa - 750041  
Service

ADDITIONAL REGISTRAR  
OF ASSAM, DISPUR  
28 JAN 2015



Road, P.S- Shibpur, Howrah -711102 [PAN no.AAFCT0301H], (xvi) **Eveningstar Traders Pvt. Ltd.** a company incorporated under the Indian Companies Act, 1956 having its Registered Office at 493B G.T Road, P.S- Shibpur, Howrah -711102 [PAN no.AADCE6928M], (xvii) **Eveningstar Vinimay Pvt. Ltd.** a company incorporated under the Indian Companies Act, 1956 having its Registered Office at 493B G.T Road, P.S- Shibpur, Howrah -711102 [PAN no.AADCE7028A], (xviii) **Acclaim Dealers Pvt. Ltd.** a company incorporated under the Indian Companies Act, 1956 having its Registered Office at 493B G.T Road, P.S- Shibpur, Howrah - 711102 [PAN no.AAMCA6890M], (xix) **S.W.A.N.S Home Pvt. Ltd.** a company incorporated under the Indian Companies Act, 1956 having its Registered Office at premises no. 5-7- 70/B, Opp. Metro Shopping Mall, Sangeeth Nagar, P.S- Kukatpally, Kukatpally, Andhra Pradesh -500072 [PAN no. AATCS9343], (xx) **Sureshine Vinimay Pvt. Ltd.** a company incorporated under the Indian Companies Act, 1956 having its Registered Office at 18 No. Rabindra Sarani, Poddar Court Gate no. 4, 6<sup>th</sup> Floor Room -601, P.S- Burrabazar, Kolkata- 700001 [PAN no.AAUCS6058B], (xxi) **Polpit Vincom Pvt. Ltd.** a company incorporated under the Indian Companies Act, 1956 having its Registered Office at 18 No. Rabindra Sarani, Poddar Court Gate no. 4, 6<sup>th</sup> Floor Room -601, P.S- Burrabazar, Kolkata- 700001 [PAN no. AAHCP7025], (xxii) **New Age Writing Instruments Pvt. Ltd.** a company incorporated under the Indian Companies Act, 1956 having its Registered Office at 6B, R. N. Mukherjee Road, Stephen House, Room No. -5/1, Floor-1, P.S- Hare Street, Kolkata-700001 [PAN no.AACCN1935G], (xxiii) **Gateway Nirman Pvt. Ltd.** a company incorporated under the Indian Companies Act, 1956 having its Registered Office at 2A, Ganesh Chandra Avenue, Room No. 5A, Floor-8<sup>th</sup>, P.S- Bowbazar, Kolkata- 700013 [PAN no.AAECG0710E] referred to as the OWNERS (which term or expression shall unless excluded by or repugnant to the subject or context in the case of the companies be deemed to mean and include their respective successor and/or successors in their respective offices/interests and assigns and in the case of the individual his heirs, legal representatives, executors, administrators and assigns) **each party having independent, distinct share in the Said Property (referred to in the Schedule hereinbelow), all being represented by i)Madhab Sengupta, S/o. Late Himanshu Bhushan Sengupta, residing at 39], R.N.Das Road, Kolkata - 700031, ii) Abhay Kumar Saxena, S/o- Late Hari Das Saxena, residing at 119, Pollock**

ADDITIONAL REGISTRAR  
OF ASSURANCES-I, KOLKATA  
28 JAN 2015





Street, Kolkata - 700001, jointly and/or severally, having been duly authorized by Board Resolutions in that regard, and M/s. BENGAL ECO HOUSING PVT. LTD., a company incorporated under the Indian Companies Act, 1956 having its Registered Office at 97A, Southern Avenue, Kolkata-700029 [PAN no.AAECB1873F] represented by its Authorized Signatory- Rajesh Bagaria, S/o. Late Sitaram Bagaria, referred to as the DEVELOPER (which term or expression shall unless excluded by or repugnant to the subject or context in the case of the companies be deemed to mean and include their respective successor and/or successors in their respective offices/interests and assigns and in the case of the individual his heirs, legal representatives, executors, administrators and assigns) of the **SECOND PART.**

#### WHEREAS

- A) In this agreement (i) Cent Percent Value Realty Pvt. Ltd. (ii) Bagaria Vanijya Pvt. Ltd. (iii) Emami Nirman Pvt. Ltd. (iv) Bengal Eco Homes Pvt. Ltd. (v) Hitech Vanijya Pvt. Ltd. (vi) Zenith Dealers LLP (vii) Swanhousing Properties Pvt. Ltd. (viii) Prime Constructions Pvt. Ltd. (ix) Aviro Vanijya Pvt. Ltd. (x) Aviro Vyapaar Pvt. Ltd. (xi) Genil Commosak Pvt. Ltd. (xii) Begonia Textiles Pvt. Ltd. (xiii) Fiddle Engineering Pvt. Ltd. (xiv) Camellias Merchants Pvt. Ltd. (xv) Touchwin Tradecom Pvt. Ltd. (xvi) Eveningstar Traders Pvt. Ltd. (xvii) Eveningstar Vinimay Pvt. Ltd. (xviii) Acclaim Dealers Pvt. Ltd. (xix) S.W.A.N.S Home Pvt. Ltd. (xx) Sureshine Vinimay Pvt. Ltd. (xxi) Polpit Vincom Pvt. Ltd. (xxii) New Age Writing Instruments Pvt. Ltd. (xxiii) Gateway Nirman Pvt. Ltd. are collectively referred to as the Owners.
- B) The Owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the various pieces and parcels of land containing by estimation.
- C) The Cent Percent Value Realty Pvt. Ltd. has become absolute owner of land measuring about 215 decimal described in details herein below :-
- (i) **ALL THAT** *sali* land measuring 47.615 (forty seven point six one five) decimal, more or less, comprised in R.S. *Dag* No. 1843, corresponding to L.R. *Dag* No. 1253



recorded in L.R. *Khatian* No. 4416, *Mouza* Raspunja, J.L. No.15, Police Station Bishnupur; *Raspunja Gram Panchayat*, District South 24 Parganas

- (ii) **ALL THAT** *sali* land measuring 21 (twenty one) decimal, more or less, comprised in R.S. *Dag* No. 1842, corresponding to L.R. *Dag* No. 1251, recorded in L.R. *Khatian* No. 4416, *Mouza* Raspunja, J.L. No.15, Police Station Bishnupur, *Raspunja Gram Panchayat*, District South 24 Parganas.
- (iii) **ALL THAT** *sali* land measuring 52 (fifty two) decimal, more or less, comprised in R.S. *Dag* No. 1844, corresponding to L.R. *Dag* No. 1254, recorded in L.R. *Khatian* No. 4416, *Mouza* Raspunja, J.L. No.15, Police Station Bishnupur, *Raspunja Gram Panchayat*, District South 24 Parganas.
- (iv) **ALL THAT** *sali* land measuring 94 (ninety four) decimal, more or less, comprised in R.S. *Dag* No. 1898, corresponding to L.R. *Dag* No. 1309, recorded in L.R. *Khatian* No. 4416, *Mouza* Raspunja, J.L. No.15, Police Station Bishnupur, *Raspunja Gram Panchayat*, District South 24 Parganas.

D) By virtue of Sale Deed bearing no. 8019/14 dated 22.07.14, 8021/14 dated 22.07.14, 6764/14 dated 25.07.14, 6761/14 dated 25.07.14, 6765/14 dated 25.07.14, 6762/14 dated 25.07.14, 8020/14 dated 22.07.14, 5596/14 dated 24.07.14, 5599/14 dated 24.07.14, 4326/14 dated 07.08.14, 4324/14 dated 07.08.14, 4321/14 dated 07.08.14, 4322/14 dated 07.08.14, 5726 dated 30.07.14, 5725/14 dated 30.07.14, 5724/14 dated 30.04.14, 4323/14 dated 07.08.14, 6618/14 dated 22.07.14, 5727/14 dated 30.07.14, 4325/14 dated 07.08.14, 5598/14 dated 24.07.14, 5597/14 dated 24.07.14 of the Schedule Property, Cent Percent Value Realty Pvt. Ltd. after retaining his own share of undivided 1/23<sup>rd</sup> in the abovementioned Scheduled Property sold and transferred to the parties of the First part undivided 1/23<sup>rd</sup> (one-twenty third) share or right, title and interest in the Schedule Property entitling each company/owner to an undivided land classified as *sali* but presently lying vacant- measuring **9.329 (nine point three two nine) decimal, more or less** comprised in R.S. *Dag* No 1842, 1843, 1844 and 1898 corresponding to L.R. *Dag* No. 1251, 1253, 1254 and 1309 recorded in L.R. *Khatian* No. 4416, *Mouza* Raspunja, J.L. No.15, Police Station Bishnupur, *Raspunja*



*Gram Panchayat, District South 24 Parganas, morefully described in the Schedule below.*

- E) Cent Percent Value Realty retained undivided 1/23<sup>rd</sup> (one-twenty third) share or right, title and interest in the Schedule Property comprised in R.S. *Dag* No 1842, 1843, 1844 and 1898 corresponding to L.R. *Dag* No. 1251,1253, 1254 and 1309 recorded in L.R. *Khatian* No. 4416, *Mouza* Raspunja, J.L. No.15, Police Station Bishnupur, Raspunja *Gram Panchayat*, District South 24 Parganas, morefully described in the Schedule below.
- F) After such purchase, the Parties of the First Part, now the owners duly mutated the Scheduled Property in their names in the records. The Scheduled Property owned by the Parties of the First Part, to be developed, is land comprised in R.S. *Dag* No 1842, 1843, 1844 and 1898 corresponding to L.R. *Dag* No. 1251,1253, 1254 and 1309 recorded in L.R. *Khatian* No. 4416, 4484, 4482, 4477, 4479, 4493, 4478, 4483, 4475, 4481, 4490, 4491, 4487, 4489, 4494, 4496,4495, 4488, 4485, 4492, 4486, 4480 and 4476 *Mouza* Raspunja, J.L. No.15, Police Station Bishnupur, Raspunja *Gram Panchayat*, District South 24 Parganas, morefully described in the Schedule below
- G) Bengal Eco Housing Pvt. Ltd. approached the parties of the First part to develop the Scheduled property and parties of the First Part duly agreed to appoint Bengal Eco Housing Pvt. Ltd. as the Developer for developing the said property.
- H) It is mutually agreed by both the parties of the First Part and party of the Second part that all the expenses corresponding and related to Development of the scheduled property, namely Mutation, ULC clearance, Conversion and other relevant expenses are to borne solely by party of the Second Part- Bengal Eco Housing Pvt. Ltd.
- I) The parties are desirous of recording the same, in writing.

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



## ARTICLE I - DEFINITIONS

1.1 In this Agreement unless the context otherwise permits the following expressions shall have the meanings assigned to them as under:

- i) **ARCHITECT** shall mean such person or persons, firm or firms, who may be appointed by the Developer for designing and planning of the said Housing Project
- ii) **AGREEMENT** shall mean this joint venture agreement including the schedules and annexes, as may be amended, supplemented, novated or modified in accordance with the provisions hereof.
- iii) **ARTICLE** means an article to this agreement
- iv) **APPLICABLE LAWS** means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereafter including all statutes, rules, regulations, ordinances, polices having force of law, orders, decrees, bye laws, approvals, directives, guidelines, requirements notifications or any interpretation by a court of law or any government authority having jurisdiction over the matter in question as may be in force and effect during the subsistence of this agreement.
- v) **BUILDING CONTRACT** means the construction contract to be executed between the DEVELOPER - with any third party, as the case may be for development.
- vi) **BUILDING CONTRACTOR** means any third party to be employed or appointed by the Developer for undertaking the development of the said Property
- vii) **BUILDING DRAWINGS** means all approved drawings, working drawings, elevations, sections, details etc prepared for the purpose of obtaining building sanction or revision in existing sanction from the authorities concerned.
- viii) **BOUNDARY WALL** means a boundary and/or fencing over and around the said property which is constructed at the Developer's cost.
- ix) **COMMON AREAS** means so far the said Housing Complex is concerned shall mean the various areas in the said housing complex reserved as



- common areas and serving the various buildings to be constructed on the said property including corridors, lobbies, watchman's booth, pump houses in said Housing Complex and each building to have staircases, elevators, escalators, roof/terrace of such building and/or buildings.
- x) **CONDUCTING MEDIA** means pipes, wires, cables, sewers, drains, watercourses, trunking, ducts, conduits and other media for the provision of water, electricity, gas, telecommunications, heating, air-conditioning, ventilation and/or all other services and includes any fixing louvers, cows and other ancillary apparatus.
- xi) **CONSENTS** shall mean the planning permission and all other consents, licenses, permissions and approvals (whether statutory or otherwise) necessary or desirable for the carrying out, completion use and occupation of the DEVELOPMENT and the NEW BUILDING/ BUILDINGS.
- xii) **COMMENCEMENT DATE** shall mean the date of commencement of this Agreement as hereinafter stated.
- xiii) **COMPLETION DATE** means the date of completion of the said Project.
- xiv) **CAR PARKING AREA** shall mean the such parts and portions of the Housing Complex reserved as car parking area provided in and to be allotted to the respective flat owners for beneficial enjoyment of flat/ apartment/ unit.
- xv) **DEVELOPER** means the said Bengal Eco Housing Private Ltd. a company within the meaning of the Companies Act, 1956 having its registered office at No. 97A, Southern Avenues, P.S - Tollygunge, Kolkata - 700029 and shall include its successor and/or successors in office interest and assigns.
- xvi) **DEVELOPER'S AREA** shall mean 87.5% of the total constructed area forming part of the said Housing Complex together with the proportionate share in the car parking spaces and together with the proportionate share in the land forming part of the said property attributable thereto and together with the undivided proportionate share in all common parts portions areas facilities and amenities.
- xvii) **DEVELOPMENT** means all demolition and clearance operations including excavation of all buildings and other construction work and all infrastructure works including but not limited to roads, pathways, street



- lighting, water supply, drainage, sewerage, power supply networks, HVAC systems, horticulture services including landscape lightings, solid waste management systems etc. for the development of the SAID PROPERTY including ancillary works to be carried out
- xviii) **OWNERS** shall mean the said (i) Cent Percent Value Realty Pvt. Ltd. (ii) Bagaria Vanijya Pvt. Ltd. (iii) Emami Nirman Pvt. Ltd. (iv) Bengal Eco Homes Pvt. Ltd., (v) Hitech Vanijya Pvt. Ltd. (vi) Zenith Dealers LLP (vii) Swanhousing Properties Pvt. Ltd. (viii) Prime Constructions Pvt. Ltd. (ix) Aviro Vanijya Pvt. Ltd. (x) Aviro Vyapaar Pvt. Ltd. (xi) Genil Commosale Pvt. Ltd. (xii) Begonia Textiles Pvt. Ltd. (xiii) Fiddle Engineering Pvt. Ltd. (xiv) Camellias Merchants Pvt. Ltd. (xv) Touchwin Tradecom Pvt. Ltd. (xvi) Eveningstar Traders Pvt. Ltd. (xvii) Eveningstar Vinimay Pvt. Ltd. (xviii) Acclaim Dealers Pvt. Ltd. (xix) S.W.A.N.S Home Pvt. Ltd. (xx) Sureshine Vinimay Pvt. Ltd. (xxi) Polpit Vincom Pvt. Ltd. (xxii) New Age Writing Instruments Pvt. Ltd. (xxiii) Gateway Nirman Pvt. Ltd. and shall include their respective successor and/or successors in their respective interests/offices and assigns.
- xix) **OWNER'S AREA** shall mean ALL THAT the 12.5% of the total constructed area to remain vested in the Owner in terms of this agreement
- xx) **PROFESSIONAL TEAM** shall mean the architects, civil engineer, structural engineers, mechanical and/or electrical engineers, surveyors and/or such other professional engaged and/or contracted by the DEVELOPER from time to time.
- xxi) **PROPERTY** shall mean the Property (more fully and particularly mentioned and described in the SCHEDULE hereunder written situation whereof is shown and delineated in the map or plan annexed hereto and bordered in YELLOW thereon).
- xxii) **TOTAL DEVELOPMENT COSTS** shall mean the aggregate of all costs, fees and expenses wholly and exclusively expended or incurred by the DEVELOPER for undertaking the said Housing Complex.
- xxiii) Words imparting singular shall include plural and vice versa.
- xxiv) Words importing masculine gender shall include Feminine and Neuter genders - like-wise words imparting feminine gender shall include



masculine and neuter genders and similarly words imparting Neuter gender shall include masculine and feminine genders.

## ARTICLE II - INTERPRETATIONS

- 2.1 In this Agreement (save to the extent that the context otherwise so requires):
- i) Any reference to any act of Parliament whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all instruments, orders, plans, regulations, bye laws permissions or directions any time issued under it.
  - ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, supplemented or novated.
  - iii) An obligation of the Developer in this Agreement to do something shall include an obligation to procure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, or allow the same to be done
  - iv) Words denoting one gender shall include other genders as well.
  - v) Words denoting singular number shall include the plural and vice versa
  - vi) A reference to a statutory provision includes a reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
  - vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modification made in this Agreement from time to time in force.
  - viii) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
  - ix) The Schedules shall have effect and be construed as an integral part of this agreement.



### **ARTICLE III – REPRESENTATIONS AND WARRANTIES BY THE OWNERS**

- 3.1 At or before execution of this Agreement the Owners have assured and represented to the Developer as follows:
- i) THAT the lands forming part of the said property (more fully and particularly mentioned and described in the Schedule hereunder written and situation whereof is shown and delineated in the map or plan annexed hereto thereon) have been acquired in the name the Owners and that the owners are in khas possession thereof.
  - ii) THAT the Owners have marketable title in respect of the said Property.
  - iii) THAT the lands forming part of the said property are free from all encumbrances, charges, liens, lis pendens, attachments, trusts whatsoever or howsoever
  - iv) THAT there is no suit and/or proceedings presently pending nor any person has threatened to initiate any suit and/or proceedings in respect of the lands forming part of the said Property.
  - v) THAT the Owners are competent to enter into this agreement.
- 3.2 The Developer has completely relied on the aforesaid representations and believing the same to be true and acting on the faith thereof, without causing any searches to be made in respect of the said property have agreed to enter into this agreement for undertaking development of the said total lands in the manner as hereinafter appearing and has agreed to part with and incur various amounts as hereinafter appearing.
- 3.3 It is hereby expressly agreed by and between the parties hereto that in the event of there being any defect in title it shall be the obligation of the Owners to cure and/or remedy such defects at their own cost and shall keep the Developer or any person claiming through or under it saved harmless and fully indemnified from



and against all costs charges claims actions suits and proceedings including litigation costs.

4. **COMMENCEMENT**

4.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from ----- day of ----- (hereinafter referred to as the COMMENCEMENT DATE).

5. **APPROVED PLANNING**

5.1 Subject to the Owners performing their respective obligations as and by way of conditions precedent as hereinbefore mentioned the Developer shall be entitled to prepare or cause to be prepared a composite plan for undertaking construction of a Housing Project on the said total lands and to submit such plan for sanction to the authorities concerned in the name of the Owners.

5.2 The Owners and each one of them agree and undertake to sign and execute all deeds documents instruments plans as may be necessary and/or required.

5.3 The sanction fee and other amounts for obtaining sanction of the said Plan shall be paid borne and discharged by the Developer.

5.4 The expression "Plan" shall mean and include all alterations and/or modifications made thereto from time to time.

6. **DEVELOPMENT RIGHT**

6.1. The Developer has agreed to enter into this agreement and has agreed and is hereby authorized to apply for and obtain the following permission in the name of the owners to initiate the development process:-



(a) To obtain Mutation, Conversion certificates and relevant certificates.

(hereinafter referred to as Permissions)

6.2 It shall be the responsibility and obligation of the Developer to obtain and/or comply the aforesaid permission consent as are needed for undertaking the Housing Project within a period of six months from the date of execution of this agreement with a grace period of six months.

6.3 Subject to the terms and conditions herein contained and subject to the Developer agreeing to undertake construction of a new building and/or buildings at the said property and to incur all costs charges and expenses in connection therewith, the Owners have agreed to grant the exclusive right of development in respect of the said Property and/or total Lands unto and in favour of the Developer herein and in connection therewith the Developer shall be entitled to and is hereby authorized:

- i) apply for and obtain all consents approvals and/or permissions as may be necessary and/or required for undertaking development of the said Property.
- ii) take such steps as are necessary to divert all pipes, cables or other conducting media in, under or above the Property and/or premises or any adjoining or neighbouring premises and which need to be diverted as a result of the Development.
- iii) install all electricity and other connections.
- iv) serve such notices and enter into such agreements with statutory undertakers or other companies as may be necessary to install the services.
- v) give all necessary or usual notices under any statute affecting the demolition and clearance of the premises and the development, give notices to all water, electricity and other statutory authorities as may be necessary in respect of development of the said Property and pay all costs, fees and outgoings incidental to or consequential on, any such



- vi) notice and indemnify and keep indemnified the Owners from and against all costs charges claims actions suits and proceedings.
- vii) remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the Plan and has agreed to keep the Owners and each one of them saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings
- viii) remain responsible for any accident and/or mishap taking place while undertaking construction and completion of the said new building and/or buildings and/or Housing Project in accordance with the said Plan which may be sanctioned by authorities concerned and has agreed to keep the Owners and each one of them saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.
- ix) comply and/or procure compliance with, all conditions attaching to the building permission and any other permissions which may be granted during the course of development.
- x) comply or procure compliance with, all statutes and any enforceable codes of practice of the Municipal and/or Panchayat authorities or other authorities affecting the Property or the development.
- xi) take all necessary steps and/or obtain all permissions approvals and/or sanctions as may be necessary and/or required and shall do all acts deeds and things required by any statute and comply with the lawful requirements of all the authorities for the development of the said Property.
- xii) incur all costs charges and expenses for the purpose of constructing erecting and completing the said Housing Project in accordance with the Plan with any and all modifications and/or alterations to be made thereto from time to time and sanctioned by the authorities concerned
- xiii) make proper provision for security of the said Property during the course of development



- xiv) not allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said Property or any part or portion thereof
- xv) not to expose the Owners to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architect, Engineer and other agents as may be necessary and/or required for the purpose of construction erection and completion of the said Project.
- xvi) to remain solely liable and/or responsible for all acts deeds matters and things for undertaking the said housing project in accordance with the Plan and to pay perform and observe all the terms conditions covenants and obligations on the part of the Developer to be paid performed and observed.

6.4 For the purpose of development of the said Property the Developer has agreed

- i) To appoint its own professional team for undertaking development of the said property
- ii) To take all necessary action to enforce the due, proper and prompt performance and discharge by the other parties of their respective obligations under the building contract, any sub contracts or agreements with the Development and the appointments of the members of its Professional Team and the Developer shall itself diligently observe and perform its obligations under the same.
- iii) Has used and/or shall continue to use all reasonable skill and care in relation to the development, to the co-ordination management and supervision of the Building Contractor and the Professional Team, to selection and preparation of all necessary performance specifications and requirements and to design of the Development for the purposes for which is to be used or specific
- iv) The approved plans have been and will be prepared competently and professionally so as to provide for a building free from any design defect and fit for the purpose for which is to be used and the property is fit for carrying out of the development



- v) To commence and proceed diligently to execute and complete the development:
- a) in a good and workman like manner with good quality materials of their several kinds free from any latent or inherent defect (whether of design, workmanship or materials) to the reasonable satisfaction of the Owners
  - b) in accordance with the Plan, Planning Permissions and all planning permissions which may be granted for the development, the consents, any relevant statutory requirement and building regulations, the requirements of any statutory or other competent authority and the provisions of this agreement
  - c) The Developer shall use its best endeavors to cause the Development to be practically completed in accordance with the provisions of this Agreement.

6.5 The Developer to undertake development of the said property in terms of this agreement and shall be entitled to enter upon the said property as the Licensee of the Owners to carry out all preliminary work and work of development for the purpose of undertaking development of the said property and the Owners not to do any act deed or thing whereby the Developer or any person authorized by it is prevented from undertaking the work of construction.

6.6 The Developer shall be entitled to acquire any neighboring and/or contiguous premises either by way of sale, lease, development right, grant right of ingress and egress or in such manner as the Developer may deem fit and proper and to undertake the development thereof without any right on the part of the Owners and in the event of the Developer acquiring and undertaking development of any neighbouring and/or contiguous premises the Developer shall be entitled to make available the various amenities and/or facilities existent at the said housing complex to the owners and/or occupiers of the various flats/units forming part of the new building and/or building constructed on the said adjoining and/or contiguous premises and the owners hereby consent to the same.



6.7 Immediately after the execution of this Agreement or so soon thereafter the Owners shall deliver or cause to be delivered and place at the disposal of the Developer the site to enable the Developer to undertake the work of construction. The Developer shall be deemed to be a licensee of the Owner in respect of the said site for the limited purpose of undertaking the work of construction and also for the purpose of safeguarding the property from encroachment IT BEING HEREBY EXPRESSLY made clear that by making over the site to the Developer by the Owners for the purpose of undertaking preliminary works will not be construed as making over possession in accordance with the provisions of Section 53A of the Transfer of Property Act 1882.

6.8 All amounts which may become due and payable on account of khazana and other outgoings including the amount which may become payable to the security personnel for safeguarding the site shall be paid borne and discharged by the Developer until completion of the said Housing Project.

## 7. DEVELOPMENT COSTS

7.1 The Developer shall incur all developments costs including all costs, fees and expenses wholly and exclusively expended or incurred including, without limitation, the items listed below:-

- i) The proper costs of obtaining planning permissions in respect of the development (including fees of the architects surveyors or consultants relating thereto) together with planning and building regulation fees, fees payable to statutory undertakers and other fees necessary to secure all required consents and any costs in entering into and complying with any agreement or any legislature of similar nature.
- ii) The proper costs of investigations, surveys, and tests in respect of soil, drains, structures and rights of light.
- iii) The proper costs to be incurred and/or payable to architects, surveyors, engineers, quantity surveyors or others engaged in respect of the development.



- iv) The proper costs and expenses payable to for marketing and/or selling the Development including any advertising, research and other marketing costs.
- v) All rates, water rates, or any other outgoings or impositions lawfully assessed in respect of the said property or on the Owners or occupiers of it in respect of the Development and all costs of maintaining and repairing the Development in so far as in all such cases the responsibility therefore is not assumed by or recoverable from any third party.
- vi) All other sums properly expended or incurred by the Developer in relation to carrying out the completion of development.
- vii) All proper costs and interests and other finance costs payable by the Developer for undertaking development of the said Property.

## 8. CONSTRUCTION, ERECTION AND COMPLETION

- 8.1 It has been agreed by and between the parties hereto that construction of the said Housing Complex will be undertaken by the Developer in various phases as may be determined by the Developer in its absolute discretion.
- 8.2 Upon the plan being sanctioned the Developer shall thereafter indicate the various dates whereby each phase and/or block and/or building will be completed and this will be prepared by the Developer taking into account various factors including local conditions and market conditions as well.
- 8.3 The Developer shall determine the completion date separately for each phase.
- 8.4 The said new building and/or buildings shall be completed with such materials and/or specifications as may be determined by the Developer in consultation with the Architect for the time being of the said housing project.
- 8.5 For the purpose of development of the said Total Lands and/or Property, the Developer has agreed :

- i) To appoint its own professional team for undertaking development of the said Total Lands and/or Property
- ii) To take all necessary action to enforce the due, proper and prompt performance and discharge by the other parties of their respective obligations under the building contract, any sub contracts or agreements with the Development and the appointments of the members of its Professional Team and the Developer shall itself diligently observe and perform its obligations under the same.
- iii) To use and continue to use all reasonable skill and care in relation to the development, to the co-ordination management and supervision of the Building Contractor and the Professional Team, to selection and preparation of all necessary performance specifications and requirements and to design of the Development for the purposes for which is to be used or specific.
- iv) The approved plans have been and/or will be prepared competently and professionally so as to provide for a building free from any design defect and fit for the purpose for which is to be used and the property is fit for the carrying out of the development.
- v) The Developer shall commence and proceed diligently to execute and complete the development:-
  - a) in a good and workman like manner with good quality of materials free from any latent or inherent defect (whether of design, workmanship or materials) to the reasonable satisfaction of the Owners and
  - b) in accordance with the Plans, Planning Permissions and all planning permissions which may be granted for the development, the consents, any relevant statutory requirement and building regulations, the requirements of any statutory or other competent authority and the provisions of this agreement.



- c) To use its best endeavours to cause the Development to be practically in accordance with the provisions of this Agreement.

9. **DEPOSIT AMOUNT**

- 9.1 In consideration of what has been agreed and reduced in writing in terms of this agreement and in further consideration of the exclusive right of development having been conferred by the Owners in favour of the Developer the Developer has agreed to keep **Rs. 11,00,000/- (Rupees Eleven Lac)** only in deposit with the Owners (hereinafter referred to as the DEPOSIT AMOUNT) and the said deposit amount shall be repaid by the Owners to the Developer or be adjusted and appropriated out of the Owners Allocation as hereinafter appearing.
- 9.2 In the event of the Developer keeping in deposit with the Owners any amount as and by way of Deposit, the same shall be reduced in writing and shall form part of this agreement.
- 9.3 The said Deposit Amount will not carry any interest and will be refunded by the Owners to the Developer and if not refunded shall be adjusted and appropriated out of the Owners Allocation at such price as may be mutually agreed upon and in the event of there being any disagreement the price as shall be Rs.2500/- per sq. ft. shall be final and binding for the aforesaid purpose.

10. **TITLE DEEDS - BORROWING POWER**

- 10.1 For the purpose of securing due performance of the various obligations assumed by the Owners in terms of this agreement the Owners shall deposit the original title deeds in respect of the said Property with the Developer at its office at 97A, Southern Avenue, P.S. Tollygunge, Kolkata 700029 with the intent and object that



the Developer will have a lien and/or charge over and in respect of the said property, to the extent of the amount deposited by the Developer.

- 10.2 For the purpose of undertaking development of the said Property the Developer shall be entitled to apply for and obtain loans and/or financial accommodation from any Bank and/or Financial Institutions and for the purpose of securing repayment of the same the Owners have agreed to create a mortgage and/or collateral security over and in respect of the said Property excepting that the Developer alone, shall be responsible for repayment of the said Loan Amount and the interest accrued due thereon and in no event the Owners shall be liable and/or responsible for the same and the Developer has agreed to indemnify and keep the Owners and their respective Directors and each one of them saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings arising therefrom. The Developer shall keep the Owners' area free from any mortgage and/or collateral security.

#### **11. AREA DISTRIBUTION**

- 11.1 In consideration of the above and in further consideration of the mutual covenants, conditions and stipulations herein contained it has been agreed that the total constructed area forming part of the said Housing Complex shall be divided and distributed amongst the Owners and the Developer whereby the Owners shall be entitled to ALL THAT the 12.5% of the total constructed area to comprise in various flats units apartments constructed spaces and car parking spaces TOGETHER WITH the undivided proportionate share in the land appurtenant thereto AND TOGETHER WITH the undivided proportionate share in common parts and portions AND TOGETHER WITH the proportionate share in the roof (hereinafter referred to as the OWNER'S ALLOCATION) and the Developer shall be entitled to retain for itself the remaining 87.5% of the total constructed area to comprise in various flats units apartments constructed spaces and car parking spaces TOGETHER WITH the undivided proportionate share in the land appurtenant thereto AND TOGETHER WITH the undivided proportionate share in common parts and portions AND TOGETHER WITH the



proportionate share in the roof (hereinafter referred to as the DEVELOPER'S ALLOCATION).

- 11.2 It has been mutually agreed by the parties that Madhab Sengupta, S/o.Himanshu Bhushan Sengupta, if) Abhay Kumar Saxena, S/o- Late Hari Das Saxena, shall have the authority to revise the area distribution ratio of the developed area between Developer and the Owners, in accordance to the prevailing marketing conditions.
- 11.3 In as much as the said Housing complex is to comprise of several blocks and/or buildings each block and/or building to have several self contained flats, units, apartments, constructed spaces and designated car parking spaces, the parties hereto within seven days from the date of sanction of the plan shall identify their respective allocations and such identification shall be done on an equitable basis subject to what is hereinafter appearing.
- 11.4 The parties confirm and acknowledge that there should be uniformity in the selling price of the flats/ apartments/units at any price and terms and conditions determined by developer from time to time will be also be binding on the owners and the owners will also be obligated to sell and/or transfer flat, apartment, units and car parking spaces forming part of the owners' allocation at the price so determined by the developer and in event of any of the owners deciding to sell or transfer any of its allocation at any other price than that it shall do so with the prior written approval of the Developer.
- 11.5 All agreements shall be entered into by the Developer with the intending purchasers in its own name and if necessary the Owners and each one of them shall be confirming parties and the Owners and/or their authorised representatives hereby agree and undertake to sign and execute all deeds documents instruments agreement and papers as may be necessary and/or required from time to time.

## **12. BREACHES AND CONSEQUENCES THEREOF**



- 12.1 It has been agreed upon that none of the parties shall be entitled to cancel and/or rescind this agreement and in the event of any default on the part of any party (hereinafter referred to as the DEFAULTING PARTY) the other party shall be entitled to sue the defaulting party for specific performance of this agreement and for other consequential reliefs.
- 12.2 The parties hereto acknowledge and agree that the parties hereto would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms any party hereto could not be adequately compensated by monetary damages alone and that the parties hereto would not have any adequate remedy at law. Accordingly, in addition to any other right or remedy to which any party hereto may be entitled at law or in equity (including monetary damages) such party shall be entitled to enforce any provisions of this agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any of the provisions of this Agreement without posting any bond or other undertaking. The parties hereto further acknowledge and agree that they shall not contest the appropriateness of the specific performance as a remedy.

13. **FORCE MAJEURE :**

- 13.1 Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike, lock-outs, labour unrest or other industrial action, terrorist action, civil commotion, and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any relevant Government or Court orders.



13.2 If either Party is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, that Party shall forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof, and for such time after the cessation, as is necessary for that Party, using all reasonable endeavours, to re-commence its affected operations in order for it to perform its obligations. Neither the Owners nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither the Developer nor the Owners shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

13.3 The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavours to bring the event of Force Majeure to a close or to find a solution by which the Agreement may be performed despite the continuance of the event of Force Majeure.

#### **14. NAME OF THE HOUSING PROJECT**

14.1 The name of the said Housing Project shall be decided by Developer.

#### **15. AUTHORISED REPRESENTATIVE**

15.1 The following persons shall be deemed to be the representatives of the following groups:

a) **Madhab Sengupta**, s/o.Himanshu Bhushan Sengupta and **Abhay Kumar Saxena**, S/o- Late Hari Das Saxena, jointly and severely, will be deemed to be the authorized representatives of the Owners.

b) **Mr. Rajesh Bagaria**, s/o. **Late Sita Ram Bagaria** will be deemed to be the authorized representative of the Developer.

Any act deed or thing done by any of the authorized representatives shall be binding on the persons and/or entities being represented by such authorized representative.

The parties hereto from time to time may substitute such Authorised Representative subject to prior notice to the other party.

15.2 The Owner companies shall execute a General Power of Attorney in favour of the Developer or its nominee and/or nominees for the purpose of undertaking the said housing project and such power of attorney will not be cancelled and/or revoked without the consent in writing of the Developer.

## **16. CONFIDENTIALITY:**

16.1 Confidential Information shall mean and include all trade secrets, business plans and other information relating to (whether directly or indirectly) the businesses thereof (including, but not limited to, the provisions of this Agreement) and in whatever form, which is acquired by, or disclosed to, the other Party pursuant to this Agreement.

16.2 In consideration of Confidential Information of each Party (Disclosing Party) being made available to the other Party (Receiving Party) under this Agreement, the Receiving Party shall at all times :

(a) Treat all such Confidential Information as secret and confidential and take all necessary steps to preserve such confidentiality.



- (b) Not use any such Confidential Information other than for the purpose of performing its obligations under this Agreement and in particular, not to use or seek to use such Confidential Information to obtain (whether directly or indirectly) any commercial, trading or other advantage (whether tangible or intangible) over the Disclosing Party.
- (c) Not disclose such Confidential Information to anyone other than with the prior written consent (such consent to be granted or withheld at the Disclosing Party's absolute discretion) of the Disclosing Party.
- (d) Not make any copies of any such Confidential Information (including, without limitation, any document, electronic file, note, extract, analysis or any other derivation or way of representing or recording any such Confidential Information) without the Disclosing Party's prior written consent (such consent to be granted or withheld at the Disclosing Party's absolute discretion).
- (e) Upon written request by the Disclosing Party, promptly deliver to the Disclosing Party or the direction of the Disclosing Party, destroy, all materials containing any such Confidential Information and all copies, extracts or reproductions of it (as permitted under this Agreement) and to certify compliance to the Disclosing Party in writing.

**17. ENTIRE AGREEMENT:**

17.1 This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreements between the Parties, oral or implied.

**18. AMENDMENT/MODIFICATION:**

18.1 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 and expressly referring to the relevant provision of this Agreement.

**19. NOTICE :**

19.1 Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or sent by prepaid recorded delivery, or by facsimile transmission or registered post with acknowledgement due or through courier service to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each party from time to time).

19.2 Any such notice or other written communication shall be deemed to have been served:

- a) If delivered personally, at the time of delivery against receipt.
- b) If sent by prepaid recorded delivery or registered post or courier service, on the 4<sup>th</sup> day of handing over the same to the postal authorities.
- c) Any notice if sent by email will not be regarded or treated as a proper notice.

19.3 In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or by courier, that such notice or other written communication was properly addressed and delivered to the postal authorities or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.

**20. MISCELLANEOUS**



- 20.1. RELATIONSHIP OF THE PARTIES -This Agreement does not create nor shall it in any circumstance be taken as having created a partnership between the parties and/or an Association of Persons and this agreement is between principal to principal and the rights and obligations of the parties hereto shall be governed by the terms and conditions of this agreement.
- 20.2. NON WAIVER - any delay tolerated and/or indulgence shown by any of the parties in enforcing the terms and conditions herein mentioned or any tolerance shown shall not be treated or constructed as a waiver of any breach nor shall the same in any way, prejudicially affect the rights of either of the parties.
- 20.3. BINDING EFFECT - this agreement will be binding on all the parties and is capable of being enforced.
- 20.4. Any amount payable in respect of the said property prior to the date of execution of this agreement will be paid borne and discharged by the Owners.
- 20.5. SERVICE TAX - The owners hereby agree to pay and discharge any amount payable on account of service tax in respect of the Owner's Allocation and in the event of non- payment thereof if such liability is to be discharged by the developer, the owners are forthwith obligated to reimburse to the Developer for the amount so paid by the developer, with an interest at the rate of 18% per annum and the owner have agreed to jointly and severally keep the developer indemnified for all costs, charges, claims and demands whatsoever.
- 20.6. COSTS - Each party shall pay and bear its own cost in respect of their respective advocates and/or solicitor's fees and the registration charges towards this agreement shall be paid, borne and discharged by the Developer.

- 20.7 No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any one of the parties hereto, shall not constitute a waiver by such party of the right to pursue any other available remedy.
- 20.8 ASSIGNMENT, NOMINATION AND SUB-CONTRACT-The developer shall be at all times be permitted to assign and/or nominate its rights, obligations and interest in the Agreement, Project and/or built up area to any third party without prior permission of the owners, as the owners hereby consent to the same. But, the developer shall intimate the owners about the assignment within 15 (fifteen) days of such nomination. Time shall be the essence as regards the provisions of this agreement, both as regards the time and period mentioned herein and as regards any times or periods which may, by agreement between the parties be substituted for them.
- 20.9 If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 20.10 Save as hereinbefore provided, termination of this agreement for any cause shall not release a party from any liability which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act or omission prior to such termination.
- 20.11 Each party shall co-operate with others and execute and deliver to others such other instruments and documents and take such other



actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

## **21. SUPERCESSION**

21.1 This Agreement supercedes all previous agreements whether oral, verbal or in writing, arrangements, writings and all other understanding between the parties and the parties hereto shall be governed by the terms and conditions of this agreement.

## **22. ARBITRATION**

22.1 The parties have agreed to try and resolve all disputes which may arise amicably but in the event of any disputes and/or differences being incapable of being resolved amicably then and in that event the parties have agreed to refer such disputes and/or differences to the sole Arbitration of Mr. Santosh Kumar Agrawal of 4A, Council House Street, Kolkata- 700001 (hereinafter collectively referred to as the ARBITRATOR) and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act 1996 or any other statutory modification or enactment for the time being thereto in force.

22.2 The Arbitrator shall have summary powers.

22.3 It would not be obligatory on the Arbitrator to follow the principles laid down under the Indian Evidence Act unless specifically enjoined upon them under any statute.

22.4 It would not be obligatory on the part of the Arbitrator to give any speaking and/or reasoned award.

22.5 The Arbitrator shall be entitled to give interim awards and/or directions and/or awards from time to time.

### **23. JURISDICTION**

23.1 The Courts at Kolkata shall have exclusive jurisdiction to entertain and try all actions, suits and proceedings arising out of the present agreement.

### **SCHEDULE OF PROPERTY**

**All That** the various piece and parcel of land contained by estimation in an area measuring **215 (Two hundred and fifteen) decimal**, more or less, comprised in R.S. *Dag* No 1842, 1843, 1844 and 1898 corresponding to L.R. *Dag* No. 1251, 1253, 1254 and 1309 recorded in L.R. *Khatian* No. 4416, 4484, 4482, 4477, 4479, 4493, 4478, 4483, 4475, 4481, 4490, 4491, 4487, 4489, 4494, 4496, 4495, 4488, 4485, 4492, 4486, 4480 and 4476 *Mouza* Raspunja, J.L. No.15, Police Station Bishnupur, Raspunja *Gram Panchayat*, District South 24 Parganas.



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

SIGNED AND DELIVERED BY THE OWNER

At Kolkata in the presence of

① Subhadip Saha  
189 E/5, Kosha Road,  
Kolkata - 700 042

② Shubra Deepa Chatterjee  
S, R.M.M. Garden Lane  
Behaghat, Kol-10

**CENT PERCENT VALUE REALTY PVT. LTD.**  
**BAGARIA VANIJYA PVT. LTD.**  
**EMAMI NIRMAN PVT. LTD.**  
For Bengal Edu House Private Limited  
**MITCH VANIJYA PVT. LTD.**  
**P. Z. Dealers LLP**  
Swarhousing Properties Pvt. Ltd.  
**PRIME CONSTRUCTIONS PVT. LTD.**  
For Aviro Vanijya Private Limited  
For Aviro Vyapaar Private Limited  
For Genil Commodals Pvt. Ltd.  
For Begonia Textiles Private Limited  
For Fiddle Engineering Private Limited  
For Camellia Merchants Pvt. Ltd.  
For Touchwin Tradecom Pvt. Ltd.  
For Eveningstar Vinimay Pvt. Ltd.  
For Anclainm Dealers Pvt. Ltd.  
S.W.A.N.S. Home Pvt. Ltd.  
For Sureshine Vinimay Pvt. Ltd.  
For Polpit Vincom Pvt. Ltd.  
For New Age Writing Instrument Pvt. Ltd.  
For Gateway Nirman Private Limited  
For Eveningstar Traders Pvt. Ltd.

1. Abhay Lakshmi 2. Madhab Lingupta

Authorised Signatory

SIGNED AND DELIVERED BY THE DEVELOPER

At Kolkata in the presence of

For Bengal Eco Housing Pvt. Ltd,

Rajesh Bagaria

~~Authorized Signatory~~

(PAN: AEBPB4551N)

Drafted by me

Pinka Ghosh

Advocate, High Court Calcutta

Enrollment Number: F/282/2009



## Receipt And Memo of Consideration

Received from the within named Developer the within mentioned sum of Rs.11,00,000/- (Rupees eleven lac) only as Advance for sale of the Said Premises described in the **Schedule** above, in the following manner:

Cheque No.	Date	Bank	Amount (Rs.)	Favoring
196268	28.1.15	ICICI Branch R. N. Mukherjee Road	50,000/-	Bagaria Vanija Pvt. Ltd.
196269	28.1.15	ICICI Branch R. N. Mukherjee Road	50,000/-	Emami Nirman Pvt. Ltd.
196270	Do	Do	50,000/-	Bengal Eco Homes Pvt. Ltd.
196271	Do	Do	50,000/-	Hitech Vanija Pvt. Ltd.
196272	Do	Do	50,000/-	Zenith Dealers LLP
196273	Do	Do	50,000/-	Swanhousing Properties Pvt. Ltd.
196274	Do	Do	50,000/-	Prime Construction Pvt. Ltd.
196275	Do	Do	50,000/-	Aviro Vanija Pvt. Ltd.
196276	Do	Do	50,000/-	Aviro Vyapaar Pvt. Ltd.
196277	Do	Do	25,000/-	<del>50,000/-</del> Greenil Commercial Pvt. Ltd.
196278	Do	Do	50,000/-	Begonia Textiles Pvt. Ltd.
196279	Do	Do	50,000/-	Fedde Engineering Pvt. Ltd.
196280	Do	Do	50,000/-	Camellias Merchants Pvt. Ltd.
196281	Do	Do	50,000/-	Touchwin Tradecore Pvt. Ltd.
196282	Do	Do	50,000/-	Eveningstar Traders Pvt. Ltd.
196283	Do	Do	50,000/-	Eveningstar Vinima Pvt. Ltd.
196284	Do	Do	50,000/-	Acclaim Dealers Pvt. Ltd.
196285	Do	Do	50,000/-	S. W. A. N. S. Home Pvt. Ltd.
196286	Do	Do	50,000/-	Sunshine Vinima Pvt. Ltd.
196287	Do	Do	50,000/-	Kalpita Vinima Pvt. Ltd.
196288	Do	Do	50,000/-	New Age Writing Instruments Pvt. Ltd.

नमूने के साथ राशि  
 नमूने के साथ राशि

196289	Do	Do	50,000/-	Gateway Nirman Pvt. Ltd.
196290	Do	Do	25,000/-	Cent Percent Value Realty Pvt. Ltd.
		<b>TOTAL</b>	<b>11,00,000/-</b>	

Rajesh Bagaria

SIGNED AND DELIVERED BY THE OWNER

At Kolkata in the presence of

① Subhadip Saha  
189E/5, Kasba Road,  
Kolkata - 700042

② Shubho Deepa Chattopadhyay

CENT PERCENT VALUE REALTY PVT. LTD.

BAGARIA VANIJYA PVT. LTD.

MAMI NIRMAN PVT. LTD.

For Bengal Eco Homes Private Limited

HITECH VANIJYA PVT. LTD.

For Zeniya Dealers LLP

Whanousing Properties Pvt. Ltd.

PRIME CONSTRUCTIONS PVT. LTD.

For Aviro Vanijya Private Limited

For Aviro Vyapar Private Limited

For Genil Commosale Pvt Ltd.

For Begon 2 Textiles Private Limited

Authorized Signatory

For Fiddle Engineering Private Limited

For Camellia Merchants Pvt. Ltd.

For Touchwin Trececom Pvt. Ltd.

For Eveningstar Traders Pvt. Ltd.

For Eveningstar Vinimay Pvt. Ltd.

For Acclaim Dealers Pvt. Ltd.

SW A.N.S. Home Pvt. Ltd.

For Sunrise Vinimay Pvt. Ltd.

For Polpa Vincom Pvt. Ltd.

For New Age Writing Instruments Pvt. Ltd.

For Gateway Nirman Private Limited

1) Abhay Saxena 2) Madhav Tengupte  
Authorized Signatory







Government Of West Bengal  
Office Of the A.R.A. - I KOLKATA  
District:-Kolkata

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Endorsement For Deed Number : I - 00885 of 2015  
(Serial No. 00740 of 2015 and Query No. 1901L000001368 of 2015)

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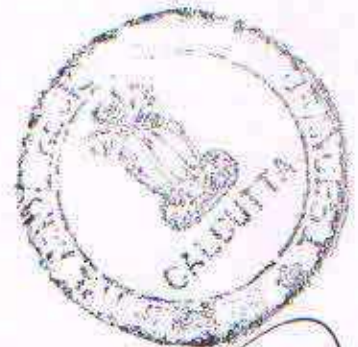
**On 28/01/2015**

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

Presented for registration at 17.50 hrs on :28/01/2015, at the Private residence by Rajesh Bagari:  
Claimant.

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

Execution is admitted on 28/01/2015 by



ADDITIONAL REGISTRAR  
OF ASSURANCES, KOLKATA  
- 8 FEB 2015

( Dinabandhu Roy )

ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA





**Government Of West Bengal**  
**Office Of the A.R.A. - I KOLKATA**  
**District:-Kolkata**

**Endorsement For Deed Number : I - 00885 of 2015**  
**(Serial No. 00740 of 2015 and Query No. 1901L000001368 of 2015)**

1. Madhab Sengupta

Authorised Signatory, Cent Percent Value Realty Pvt. Ltd., 333, Mahamayatala, Garia Main Road, Kolkata, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084.

Authorised Signatory, Bagaria Vanijya Pvt. Ltd., 97 A, Southern Avenue, Kolkata, Thana:-Tollygunge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700029.

Authorised Signatory, Emami Nirman Pvt. Ltd., 97 A, Southern Avenue, Kolkata, Thana:-Tollygunge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700029.

Authorised Signatory, Bengal Eco Homes Pt. Ltd., 97 A, Southern Avenue, Kolkata, Thana:-Tollygunge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700029.

Authorised Signatory, Hitech Vanijya Pvt. Ltd., 97 A, Southern Avenue, Kolkata, Thana:-Tollygunge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700029.

Authorised Signatory, Zenith Dealers L L P, 97 A, Southern Avenue, Kolkata, Thana:-Tollygunge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700029.

Authorised Signatory, Swanhousing Properties Pvt. Ltd, 34 A, CHANDRA NATH ROY ROAD, Kolkata, Thana:-Tiljala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700039.

Authorised Signatory, Prime Construction Pvt. Ltd., 387, Anandapur, E. M. Bye Pass, Kolkata, Thana:-Tiljala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700107.

Authorised Signatory, Aviro Vanijya Pvt. Ltd., 387, Anandapur, E. M. Bye Pass, Kolkata, Thana:-Tiljala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700107.

Authorised Signatory, Aviro Vyapaar Pvt. Ltd., 387, Anandapur, E. M. Bye Pass, Kolkata, Thana:-Tiljala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700107.

Authorised Signatory, Genil Commosale Pvt. Ltd., 7/1/ A, Grant Lane, Kolkata, Thana:-Bowbazar, District:-Kolkata, WEST BENGAL, India, Pin :-700012.

Authorised Signatory, Begonia Textiles Pvt. Ltd, 7/1 A, Grant Lane, Kolkata, Thana:-Bowbazar, District:-Kolkata, WEST BENGAL, India, Pin :-700012.

Authorised Signatory, Fiddle Engineering Pvt. Ltd., 7/1/ A, Grant Lane, Kolkata, Thana:-Bowbazar, District:-Kolkata, WEST BENGAL, India, Pin :-700012.

Authorised Signatory, Camellias Merchants Pvt. Ltd., 28/1/1 A, Tagore Castle Street, Kolkata, Thana:-Jorabagan, District:-Kolkata, WEST BENGAL, India, Pin :-700006.

Authorised Signatory, Touchwin Tradecom Pvt. Ltd., 493 B, G.T. Road, Howrah, Thana:-Shibpur, District:-Howrah, WEST BENGAL, India, Pin :-711102.

Authorised Signatory, Eviningstar Traders Pvt. Ltd., 493 B, G.T. Road, Howrah, Thana:-Shibpur,

- 3 FEB 2015

( Dinabandhu Roy )

**ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA**





Government Of West Bengal  
Office Of the A.R.A. - I KOLKATA  
District:-Kolkata

Endorsement For Deed Number : I - 00885 of 2015  
(Serial No. 00740 of 2015 and Query No. 1901L000001368 of 2015)

District:-Howrah, WEST BENGAL, India, Pin :-711102.

Authorised Signatory, Eveningstar Vinimay Pvt. Ltd., 493 B, G.T. Road, Howrah, Thana:-Shibpur,  
District:-Howrah, WEST BENGAL, India, Pin :-711102.

Authorised Signatory, Acclaim Dealers Pvt. Ltd., 493 B, G.T. Road, Howrah, Thana:-Shibpur,  
District:-Howrah, WEST BENGAL, India, Pin :-711102.

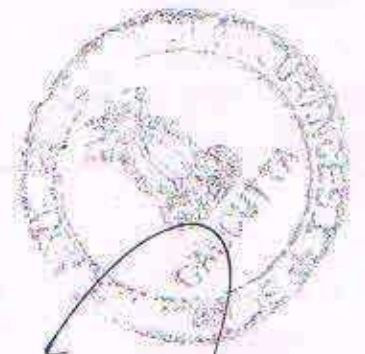
Authorised Signatory, S. W. A. N. S Home Pvt. Ltd., 5-7-70/ B, Opp. Metro Shopping Mall, Sangeeth  
Nagar, Kakatpally, ANDHRA PRADESH, India, Pin :-500072.

Authorised Signatory, Sureshine Vinimay Pvt. Ltd., Poddar Court Gate No. 4, 6th Floor Room No. 601,  
18, Rabindra Sarani, Kolkata, Thana:-Burrobazar, District:-Kolkata, WEST BENGAL, India, Pin  
:-700001.

Authorised Signatory, Polpit Vincom Pvt. Ltd., Poddar Court Gate No. 4, 6th Floor Room No. 601, 18  
Rabindra Sarani, Kolkata, Thana:-Burrobazar, District:-Kolkata, WEST BENGAL, India, Pin :-700001.

Authorised Signatory, New Age Writing Instruments Pvt. Ltd., Stephen House, Room No. 5/1, 6 B,  
Rajendra Nath Mukherjee Road, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India,  
Pin :-700001.

Authorised Signatory, Gateway Nirman Pvt. Ltd., Room No. 5 A, 2 A, Ganesh Chandra Avenue,  
Kolkata, Thana:-Bowbazar, District:-Kolkata, WEST BENGAL, India, Pin :-700013.  
, By Profession : Others.



( Dinabandhu Roy )  
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA





**Government Of West Bengal**  
**Office Of the A.R.A. - I KOLKATA**  
**District:-Kolkata**

**Endorsement For Deed Number : I - 00885 of 2015**  
**(Serial No. 00740 of 2015 and Query No. 1901L000001368 of 2015)**

2. Abhay Kumar Saxena

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Authorised Signatory, Emamj Nirman Pvt. Ltd., 97 A, Southern Avenue, Kolkata, Thana:-Tollygunge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700029.

Authorised Signatory, Bengal Eco Homes Pvt. Ltd., 97 A, Southern Avenue, Kolkata, Thana:-Tollygunge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700029.

Authorised Signatory, Hitech Vanijya Pvt. Ltd., 97 A, Southern Avenue, Kolkata, Thana:-Tollygunge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700029.

Authorised Signatory, Zenith Dealers L L P, 34 A, CHANDRA NATH ROY ROAD, Kolkata, Thana:-Tiljala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700039.

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Authorised Signatory, Begonia Textiles Pvt. Ltd., 7/1 A, Grant Lane, Kolkata, Thana:-Bowbazar, District:-Kolkata, WEST BENGAL, India, Pin :-700012.

Authorised Signatory, Fiddle Engineering Pvt. Ltd., 7/1/ A, Grant Lane, Kolkata, Thana:-Bowbazar, District:-Kolkata, WEST BENGAL, India, Pin :-700012.

Authorised Signatory, Cemellias Merchants Pvt. Ltd., 28/1/1 A, Tagore Castle Street, Kolkata, Thana:-Jorabagan, District:-Kolkata, WEST BENGAL, India, Pin :-700006.

Authorised Signatory, Touchwin Tradecom Pvt. Ltd., 493 B, G.T. Road, Howrah, Thana:-Shibpur, District:-Howrah, WEST BENGAL, India, Pin :-711102.

Authorised Signatory, Eveningstar Traders Pvt. Ltd., 493 B, G.T. Road, Howrah, Thana:-Shibpur

03 FEB 2015  
(Dinabandhu Roy)

**ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA**





Government Of West Bengal  
Office Of the A.R.A. - I KOLKATA  
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Endorsement For Deed Number : I - 00885 of 2015  
(Serial No. 00740 of 2015 and Query No. 1901L000001368 of 2015)

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District:-Howrah, WEST BENGAL, India, Pin :-711102.

Authorised Signatory, Acclaim Dealers Pvt. Ltd., 493 B, G.T. Road, Howrah, Thana:-Shibpur,  
District:-Howrah, WEST BENGAL, India, Pin :-711102.

Authorised Signatory, S. W. A. N. S. Home Pvt. Ltd., 5-7- 70/ B, Opp Metro Housing Mall, Sangeeth  
Nagar, Kakatpally, ANDHRA PRADESH, India, Pin :-500072.

Authorised Signatory, Sureshine Vinimay Pvt. Ltd., 18, Rabindra Sarani, Kolkata, Thana:-Burrobazar,  
District:-Kolkata, WEST BENGAL, India, Pin :-700001.

Authorised Signatory, Polpit Vincom Pvt. Ltd., 18, Rabindra Sarani, Kolkata, Thana:-Burrobazar,  
District:-Kolkata, WEST BENGAL, India, Pin :-700001.

Authorised Signatory, New Age Writing Instruments Pvt. Ltd., 6 B, Rajendra Nath Mukherjee Road,  
Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, Pin :-700001.

Authorised Signatory, Gateway Nirman Pvt. Ltd., 2 A, Ganesh Chandra Avenue, Kolkata,  
Thana:-Bowbazar, District:-Kolkata, WEST BENGAL, India, Pin :-700013.  
, By Profession : Others

3. Rajesh Bagaria

Authorised Signatory, M/ S. Bengal Eco Housing Pvt. Ltd., 97 A, Southern Avenue, Kolkata,  
Thana:-Lake, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700029.  
, By Profession : Others

Identified By Dipak Kumar Lenka, son of Dhuna Lenka, 71/ N, Taramoni Ghat Road, Kolkata,  
Thana:-Thakurpukur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700041, By Caste  
Hindu, By Profession: Service.

( Dinabandhu Roy )  
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

On 30/01/2015

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been  
assessed at Rs.-1,97,80,000/-

Certified that the required stamp duty of this document is Rs.- 40021 /- and the Stamp duty paid as  
Impressive Rs.- 100/-

( Dinabandhu Roy )  
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

On 03/02/2015

ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA  
-3 FEB 2015  
( Dinabandhu Roy )

ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA





Government Of West Bengal  
Office Of the A.R.A. - I KOLKATA  
District:-Kolkata

Endorsement For Deed Number : I - 00885 of 2015  
(Serial No. 00740 of 2015 and Query No. 1901L000001368 of 2015)

**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 : 5, 5(f), 53 of Indian Stamp Act 1899.

**Payment of Fees:**

Amount by Draft

Rs. 12194/- is paid , by the draft number 585435, Draft Date 27/01/2015, Bank Name State Bank of  
India, KALIGHAT, received on 03/02/2015

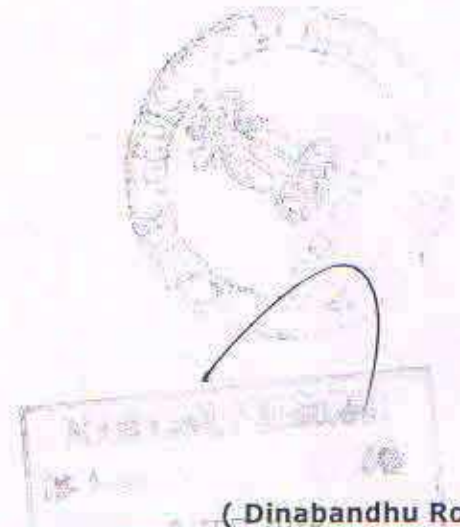
( Under Article : B = 12089/- ,E = 21/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 03/02/2015 )

**Deficit stamp duty**

Deficit stamp duty Rs. 40021/- is paid , by the draft number 585434, Draft Date 27/01/2015, Bank :  
State Bank of India, KALIGHAT, received on 03/02/2015

( Dinabandhu Roy )

ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



















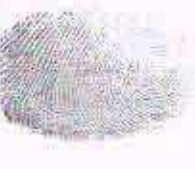

















( Dinabandhu Roy )

ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

EndorsementPage 6 of 6

SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants					
 <p data-bbox="162 604 479 683">Madhab Sengupta</p>						
	Little	Ring	Middle (Left Hand)	Fore	Thumb	
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
 <p data-bbox="162 1176 479 1265">Abhay Laksh</p>			 			
	Little	Ring	Middle (Left Hand)	Fore	Thumb	
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
 <p data-bbox="162 1736 479 1825">Rajesh Raza</p>						
	Little	Ring	Middle (Left Hand)	Fore	Thumb	
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little