

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

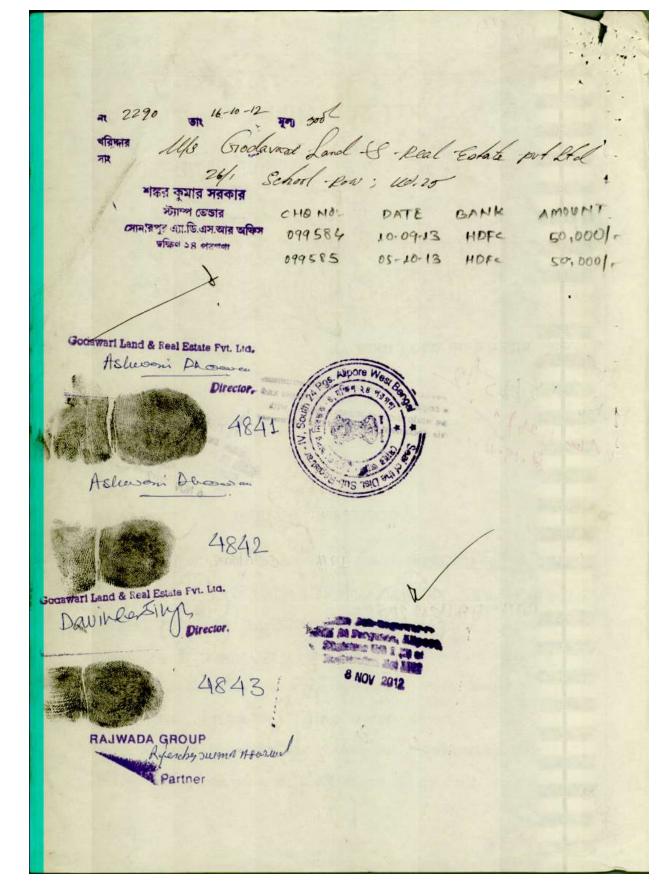
K 453517



DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 19 13 day of Octabase Two Thousand Twelve

BETWEEN M/S. GODAWARI LAND & REAL ESTATE PVT. LTD. a Private Limited PAN-AABCG 9050C company registered under companies Act 1956 registered office at 26/1, school Row, Kolkata- 700 025 represented by its Directors 1) SRI ASHWANI DHAWAN, son of Sri K. K. Dhawan, by faith- Hindu, by Nationality- Indian, by occupation- Busines, residig at 52A, Sambhu Nath Pandith Street, Kolkata-700 025 and 2) SRI DAVINDER SINGH son of Late Sarup Singh, by faith- Hindu, by Nationality- Indian, by occupation- Busines, residing at 26/1, School Row, Kolkata-700 025, hereinafter called and referred to as the



PAN-AALFR5460J

M/s. RAJWADA GROUP, a partnership firm, having its office at Premises No. 26, Mahamaya Mandir Road, Police Station-Sonarpur, Kolkata-700 084, represented by its Partners namely (1) SRI RAJENDRA KUMAR AGARWAL son of Late Bhagirath Mal Agarwal, for Self And Constituted Attorney of Partners i.e. (ii) SRI PRAVEEN AGARWAL (iii) SRI BIKASH AGARWAL and (iv) SRI RAJ KUMAR AGARWAL all sons of Sri Rajendra Kumar Agarwal, all residing at Premises No. 26, Mahamaya Mandir Road, Police Station-Sonarpur, Kolkata-700 084 (Developer, includes successors-in-interests)/SECOND PARTY

Owners and Developer Collectively Parties

NOW THIS AGREEMENT WITNESSES, RECORDS, GOVERNS AND BINDS THE PARTIES AS FOLLOWS -

1. Subject Matter of Agreement

Development: Understanding between the Owners on the one hand and the Developer of the Other hand with regard to development of (in the manner specified in this Agreement (i) land measuring approximately 3 Cottah 7 chittack and 3 Sq. Ft. comprised in portion of C. S. Dag No. 1486, C. S. Khatian No. 264, Hal Khatian No. 1279, R.S. No. 131, J.L. No. 48 . Touji No. 256, in Mouza - Kumrakhali, Police Station - Sonarpur, within Ward No. 25, of The Rajpur Sonarpur Municipality, Sub Registry office at Sonarpur, District 24 Parganas South, morefully described in PART - 1 of the First Schedule below and delineated on the plan attached and border in coloured RED thereon (First Plot) and (ii) land measuring approximately 6 Cottahs 10 Chittacks and 26 Sq. Ft. equivalent to 11 Dec. comprised in C.S. Dag No. 1488, Khatian No. 260, R. S. No. 131, J. L. No. 48, Touji No. 256, in Mouza - Kumrakhali , Police Station - Sonarpur, within Ward No. 25, of The Rajpur Sonarpur Municipality, Sub Registry office at Sonarpur, District 24 Parganas South, morefully described in PART - II of the First Schedule below and delineated on the plan attached and border in coloured RED thereon (Second Plot) (iii) land measuring approximately 13 Cottahs 10 Chittacks and 0 Sq. Ft. comprised in C.S. Dag No. 1487, C. S. Khatian No. 206, R. S. No. 131, J. L. No. 48, Touji No. 256, in Mouza - Kumrakhali, Police Station - Sonarpur, within Ward No. 25, of The Rajpur Sonarpur Municipality, Sub Registry office at Sonarpur, District 24 Parganas South, morefully described in PART -III of the First Schedule below and delineated on the plan attached and border in coloured RED thereon (Third Plot) (iv) land measuring approximately 6 Cottahs 5 Chittacks 0 Sq. Ft. comprised in portion of C. S. Dag No. 1487, C. S. Khatian No. 206, R. S. No. 131, J.L. No. 48, Touji No. 256 in Mouza - Kumrakhali, Police Station -Sonarpur, within Ward No. 25, of The Rajpur Sonarpur Municipality . Sub Registry office at Sonarpur, District 24 Parganas South, morefully described in PART-IV of

@lukokodo



4844

Paper Jugar



4845

RAJWADA GROUP



4846





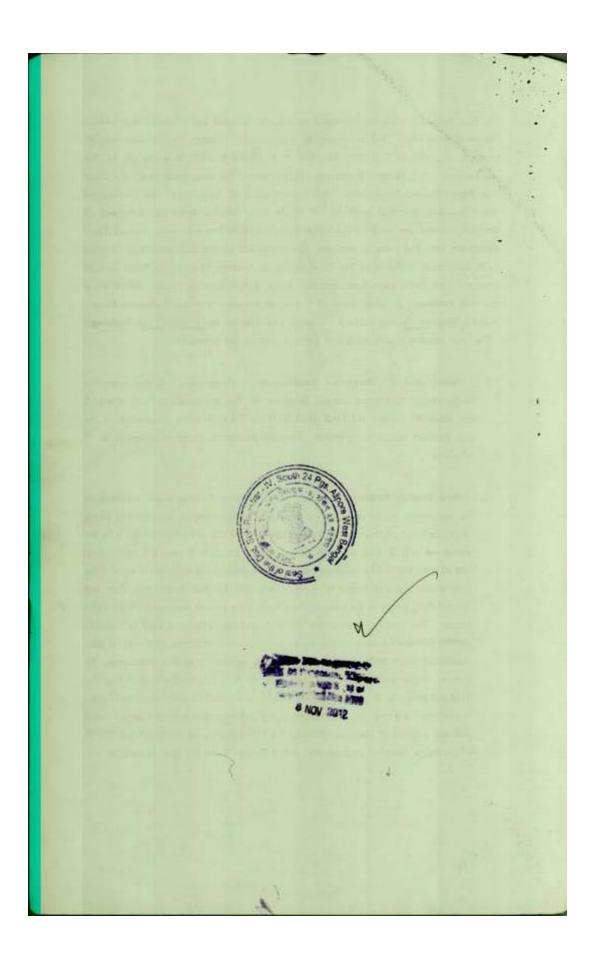
8 NOV 2012

Youh best singh
YASH PREET SINGH
SIO DAVINDER SINGH
26/1, SCHOOL ROW
KA-25
Bruinen.

the First Schedule below and delineated on the plan attached and border in coloured RED thereon (Fourth Plot) , (v) land measuring approximately 7 Cottahs 11 Chittacks 0 Sq. Ft. comprised in portion of C. S. Dag No. 1489, C. S. Khatian No. 213, R. S. No. 131, J.L. No. 48, Touji No. 256 in Mouza – Kumrakhali, Police Station – Sonarpur, within Ward No. 25, of The Rajpur Sonarpur Municipality , Sub Registry office at Sonarpur , District 24 Parganas South, morefully described in PART – V of the First Schedule below and delineated on the plan attached and border in coloured RED thereon (Fifth Plot), the First , Second, Third, Fourth and Fifth Plot being collectively now known and number as Municipal Holding no 1159, Kumrakhali within Ward No. 25 of the Rajpur Sonarpur Municipality, Police Station - Sonarpur , Dist 24 Paraganas South described in the Second Schedule below (collectively in the Said Premises) by construction of a ready to use new commercial building in Block – A and a residential building in Block – B on the said Amalgamated Premises (New buildings) . The plan attached to this Agreement forms a part of this Agreement .

- 1.2 Demarcation of Respective Entitlements: Demarcation of the respective entitlements of the Owners and the Developer in the new buildings being Block A and Block B1 (Units A B C D) & Block B2 (Units E F G H) to be constructed on the said Premises morefully described hereunder through the Statement of area in the 5th Schedule.
 - 1.2.1 New Building/Buildings :- Shall mean the new Building and/or Buildings to be constructed in and upon the entire property in two separate Blocks being Block. A in the Front portion on an area admeasuring 3 Cottahs 7 Chittacks and 3 Sq. Ft. comprised in R. S. Dag No. 1486 (Part) and portion of R. S. Dag No. 1487 (Part) and all costs and fees for sanctions, permissions, clearances and approvals along with the cost of construction in respect of Block. A only shall be paid by the First Party and Second Party jointly in the ratio i.e. First Party Sixty percent and Second Party Forty percent. The rate of construction for such commercial Block. A shall be mutually decided between the parties hereto before commencement of construction work of such commercial Block. AND. Block. B in the Rear portion on an area admeasuring 34 Cottahs 04 Chittacks and 26 Sq. Ft. comprised in R. S. Dag No. 1489, R. S. Dag No. 1488 and portion of R. S. Dag No. 1487 (Part), which shall be solely developed by the Second Party at it own risk, responsibility, cost and expenses, both the Blocks being part and portions of Municipal Holding No. 1159, Kumrakhali, within Ward No. 25 of the Rajpur Sonarpur Municipality, Police Station Sonarpur, Dist. 24 Paraganas.

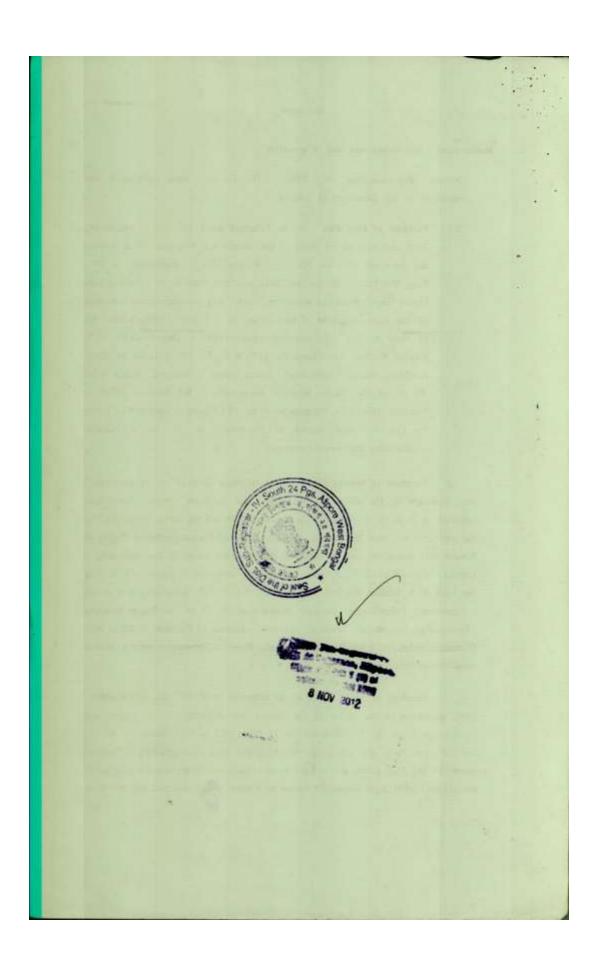
Operate !



2 Background , Representations and Warranties

- 2.1 Owners' Representations on Title: The Owners have represented and warranted to the Developer as follows --
 - 2.1.1 Purchase of First Plot: By an Indenture dated 19th day of December, 2002 registered in the office of the District Sub Registrar IV at Alipore and recorded in Book No. 1., Volume No. 3., Pages 3485 to 3495, Being No. 00529., for the year 2002 one Smt. Malti Gupta, wife of Late Motilal Gupta mentioned therein as Vendor sold transferred and conveyed all that piece and parcel of land measuring 3 Cottahs 7 Chittack and 3 Sq. Ft. more or less and comprised in portion of C. S. Dag No. 1486, C. S. Khatian No. 264., Hal Khatian No. 1279, R. S. No. 131, J. L. No. 48., Touji No. 256 in Mouza Kumrakhali, Police Station Sonarpur, within Ward No. 25., of The Rajpur Sonarpur Municipality, Sub Registry office at Sonarpur, District 24 Parganas South to M/s. Godawari Land & Real Estate Pvt. Ltd., mentioned therein as Purchaser at or for a valuable consideration mentioned thereunder.
- 2.1.2 Purchase of Second Plot: By an Indenture dated 19th day of December, 2002 registered in the office of the District Sub Registrar IV at Alipore and recorded in Book No. I., Volume No. 3, Pages 3496 to 3506, Being No. 00530, for the year 2002 one Smt Malti Gupta, wife of Late Motilal Gupta mentioned therein as Vendor sold transferred and conveyed all that piece and parcel of land measuring 6 Cottahs 10 Chittack and 26 Sq. Ft. more or less and comprised in portion of C. S. Dag No. 1488, C. S. Khatian No. 260, R. S. No. 131, J. L. No. 48, Touji No. 256 in Mouza Kumrakhali, Police Station Sonarpur, within Ward No. 25, of The Rajpur Sonarpur Municipality. Sub Registry office at Sonarpur, District 24 Parganas South to M/s. Godawari Land & Real Estate Pvt. Ltd., mentioned therein as Purchaser at or for a valuable consideration mentioned thereunder.
- 2.1.3 Purchase of Third Plot ? By an Indenture dated 19th day of December, 2002 registered in the office of the District Sub Registrar IV at Alipore and recorded in Book No. I , Volume No. 3 , Pages 3521 to 3533, Being No. 00532 , for the year 2002 one Gayaprasad Motilal Gupta Trust , represented by its Trustees namely (i) Smt. Malti Gupta wife of Late Motilal Gupta and (ii) Sri Sanjay Kumar Gupta son of Late Motilal Gupta mentioned therein as Vendor sold transferred and conveyed

Dut Colored



all that piece and parcel of land measuring 13 Cottahs 10 Chittack and 0 Sq. Ft. more or less and comprised in portion of C. S. Dag No. 1487, C. S. Khatian No. 206, R. S. No. 131, J. L. No. 48, Touji No. 256 in Mouza — Kumrakhali, Police Station — Sonarpur, within Ward No. 25, of The Rajpur Sonarpur Municipality, Sub Registry office at Sonarpur, District 24 Parganas South to M/s Godawari Land & Real Estate Pvt. Ltd., mentioned therein as Purchaser at or for a valuable consideration mentioned thereunder.

- Purchase of Fourth Plot: By an Indenture dated 7th day of April, 2003 registered in the office of the District Sub Registrar—IV at Alipore and recorded in Book No. 1. Volume No. 3. Pages 3474 to 3484, Being No. 00528, for the year 2003 one Sri. Sanjay Kumar gupta, son of Late Motilal Gupta mentioned therein as Vendor sold transferred and conveyed all that piece and parcel of land measuring 6 Cottahs 5 Chittack and 0 Sq. Ft. more or less and comprised in portion of C. S. Dag No. 1487, C. S. Khatian No. 206, R. S. No. 131, J. L. No. 48, Touji No. 256 in Mouza Kumrakhali, Police Station Sonarpur, within Ward No. 25, of The Rajpur Sonarpur Municipality, Sub Registry office at Sonarpur, District 24 Parganas South to M/s Godawari Land & Real Estate Pvt. Ltd., mentioned therein as Purchaser at or for a valuable consideration mentioned thereunder.
- 2.1.5 Purchase of Fifth Plot: By an Indenture dated 10th day of April, 2003 registered in the office of the District Sub Registrar IV at Alipore and recorded in Book No. 1. Volume No. 3. Pages 3447 to 3457, Being No. 00526, for the year 2003 one Sri. Sanjay Kumar Gupta, son of Late Motilal Gupta mentioned therein as Vendor sold transferred and conveyed all that piece and parcel of land measuring 7. Cottahs 11 Chittack and 0 Sq. Ft. more or less and comprised in portion of C. S. Dag No. 1489, C. S. Khatian No. 213, R. S. No. 131, J. L. No. 48, Touji No. 256 in Mouza Kumrakhali, Police Station Sonarpur, within Ward No. 25, of The Rajpur Sonarpur Municipality, Sub Registry office at Sonarpur, District 24 Parganas South to M/s. Godawari Land & Real Estate Pvt. Ltd., mentioned therein as Purchaser at or for a valuable consideration mentioned thereunder.
- 2.1.6 Conversion Conversion with respect of Second Plot admeasuring approximately 6 Cottahs 10 Chittaks and 26 Sq.ft. in C. S. Dag No. 1488, Khatian No. 260, R. S. No. 131, J. L. No. 48, Touji No. 256, in Mouza- Kumrakhali, Police Station-Sonarpur, within Ward No. 25, of The Rajpur Sonarpur Municipality, Sub-registry Office at Sonarpur, District 24 Parganas South, is still pending in the B.L. & L.R.O. at Sonarpur from dobba to Sali land.

Margaret .

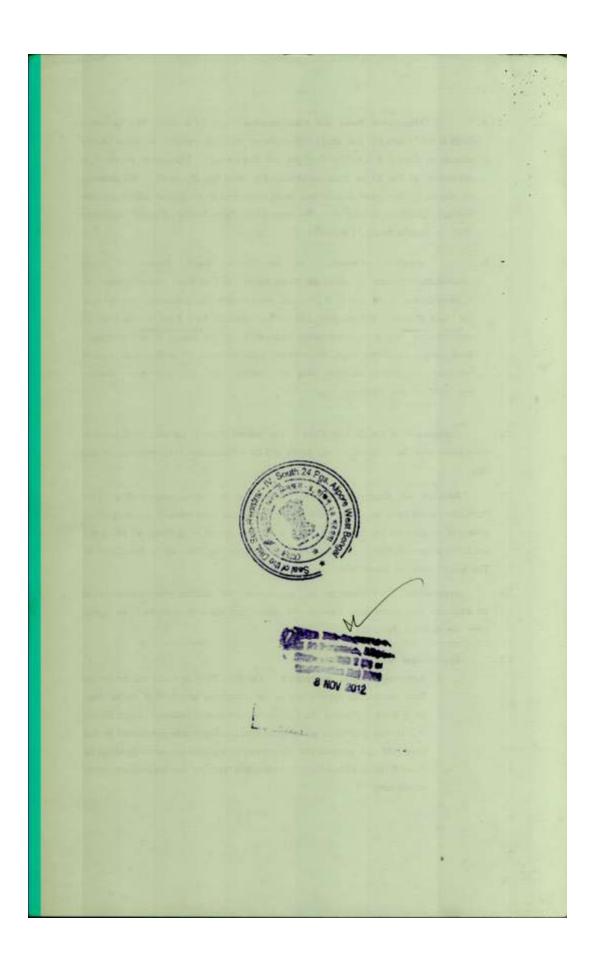


- 2.1.7 Mutation of Name and Amalgamation: The said M/s. Godawari Land & Real Estate Pvt. Ltd. after its purchase as aforesaid mutated its name in the records of the B.L. & L.R.O. at Sonarpur and also applied for Mutation of its name in the records of The Rajpur Sonarpur Municipality Ward No. 25, which is still pending, in respect of five plots as aforesaid being contiguous to each other collectively now known as Municipal Holding No. 1159, Kumrakhali, Police Station Sonapur, Kolkata 700, District South 24 Parganas.
- 2.1.8 Absolute Owners: In the manner stated above and in the circumstances referred to above the Owner being the First Party, have became the absolute Owner of the said Five plots contiguous to each other collectively referred to as the "Said Premises" and the right, title and interest of the First Party is free from all encumbrances of any of every nature whatsoever but not limited to any mortgage, liens, charges, revisionary right, testamentary right, covenant for maintenance, right of residence, lispendence etc. and have not entered into any agreement creating any right in the Premises.
- 2.2 Background of the Second Party: The Second Party is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.
- 2.3 Reliance on Representations: Relying on the representations of the First Party, the Second Party has offered and agreed to develop and commercially exploit part and portion of the premises by constructing new buildings thereon being Block A, Block B 1 and B 2 only (new buildings), in accordance with the building Plans to be sanctioned by The Raipur Sonarpur Municipality.
- 2.4 Negotiations: Discussions and negotiations for collaborative development of the Premises have taken place between the parties and the terms and conditions agreed upon are recorded hereunder.

2.5 Appointment and Commencement

2.5.1 Appointment and Acceptance The First Party appoints and the Second Party accepts the appointment as the Developer in respect of the buildings being Block A (Ground plus Four storied Commercial building), Block B1 and B2 (Ground plus Seven storied Residential buildings) to be constructed in and upon the said premises and the sanction for a ground plus seven buildings for Block B (B1 & B2 buildings) to be obtained being the sole responsibility of the second party.

Magager de



- 2.5.2 Scope of Works: The Second Party, at its own costs and expenses , shall :
 - (a) Sanction of Building Plans: The Second Party as the Agent of the First Party but at its own cost and responsibility shall, at the earliest obtain from the planning authorities, sanction of building plan. In this regard it is clarified that (i) Full potential of FAR of the said Premises shall be utilized for construction of the new buildings in two blocks. (ii) the Second Party shall be responsible for obtaining all sanctions (Block A and Block B1 and B2), permissions, clearances and approvals needed for the Project (including final sanction of the Building Plans and Occupancy Certificate in respect of Block A, Block B1 and Block B2), (iii) all costs and fees for sanctions, permissions, clearances and approvals in respect of Block B1 and B2 only shall be paid by the Second Party but (iv) all costs and fees for sanctions, permissions, clearances and approvals along with the cost of construction in respect of Block A only shall be paid by the First Party and Second Party jointly in the ratio i.e. First Party Sixty percent and Second Party Forty percent. The rate of construction for such commercial Block A shall be mutually decided between the parties hereto before commencement of construction work of such commercial Block.
 - (b) Construction of the New Building: The Second Party shall at its own cost and expenses construct the New Building being Block B 1 and B 2 only for residential purpose and jointly with the First Party being Block A for commercial purpose as per sanction building plan to be obtained from the Rajpur Sonarpur Municipality and as per specification approved by the First Party in the manner stated hereunder.
 - (c) The Second Party on behalf of the First Party shall convert Second plot admeasuring approximately 6 Cottahs 10 Chittaks and 26 Sq. ft. in C. S. Dag No. 1488, Khatian No. 260, R. S. No. 131, J. L. No. 48, Touji No. 256, in Mouza Kumrakhali, Police Station-Sonarpur, within Ward No. 25, of The Rajpur Sonarpur Municipality, Sub-Registry office at Sonarpur, District 24 Parganas South from dobba to Sali and all costs pertaining to such conversion shall be adjusted with the first party as elaborated further in Point 3.2 (2).

26 Commencement and Tenure

- 2.6.1 An unregistered agreement was executed between the First Party and the Second Party on 09.06.2010.
- 2.6.2 In continuation to the above mentioned Agreement, this Agreement is to be substituted by in continuation of the above mentioned agreement.

Mad Daland .

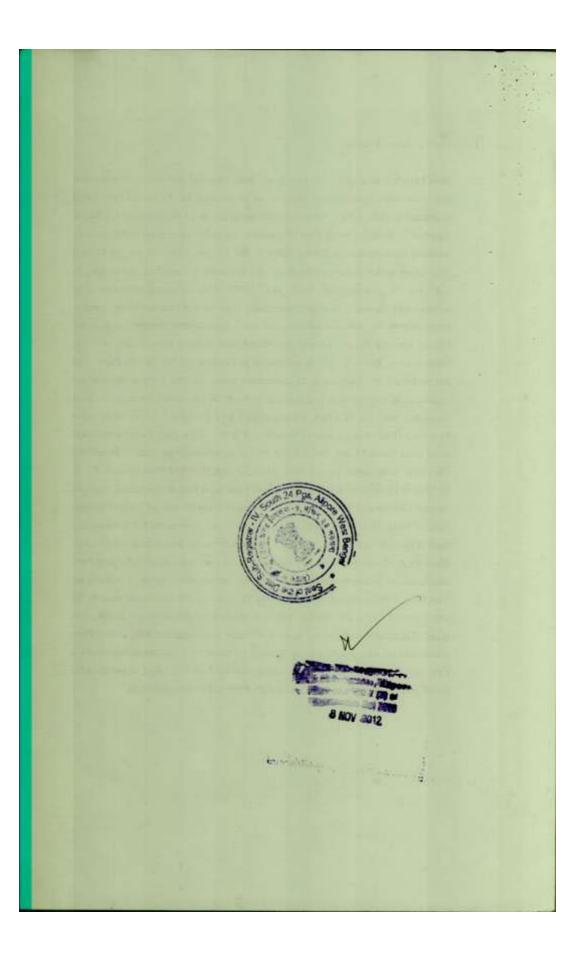


3. First Party's Consideration

First Party's Allocation: The First Party irrespective of the cost of construction 3.1 and other allied miscellaneous expenses to be incurred by the Second Party, shall be entitled to ALL THAT Area mentioned hereinafter to be sanctioned by the Rajpur Sonarpur Municipality in the form of residential flat and/or open areas of the premises including the open/covered Garage Space in the Ground Floor of the new Ground plus Seven storied buildings being Block B I and Block B 2 only to be constructed in and upon the said premises AND ALL THAT Area mentioned hereinafter to be sanctioned by the Rajpur Sonarpur Municipality in the form of commercial space and/or open areas of the premises including the entire open/covered Garage Space in the Ground Floor of the new Ground plus Four storied building being Block A. The building being Block A shall be constructed and finished by the Second Party, for and on behalf of itself and/or its constituents and/or the First Party at the cost and expense to be jointly bourne by the parties hereto in the ratio stated hereinabove . Be it mentioned that the First Party is being allotted with in Block B 1 Flat areas in the First Floor (Units A & C), Second Floor (unit B & D), entire Third Floor (units A,B,C & D) entire Fourth Floor (Units A,B,C & D) of the new building AND in Block B 2 Flat areas in the entire Second Floor (Units E,F,G & H), Third Floor (Units E,F,G & H), Fourth Floor (Units E,F,G & H), Seventh Floor (Unit G) and the residue areas of the total FAR remaining from both Block B1 & B2 is being allotted in Unit H of Seventh Floor of Block B2. If it is mutually decided to construct a Community hall in the ground floor of Block B1 & B2, then the 45% of the entire remaining area in the ground floor of Block B1 & B2 including open area and covered area shall be allocated to the First Party simultaneously with procurement of sanction plan. Furthermore, Block A building the First Party is being allotted with in Block A commercially sanctioned areas in the entire Ground, First and Second Floor of the new building with car parking Nos 50,51,52 & 53 in the open garage space. It is already understood that if the Second Party is unable to get a Ground Plus Seven Sanction for Block B1 & B2, the allocation of the First party shall remain unchanged. Furthermore if the FAR is not used or sanctioned at its full potential then the area allocated to First Party will remain unchanged

DE VEND

Blayenbarts

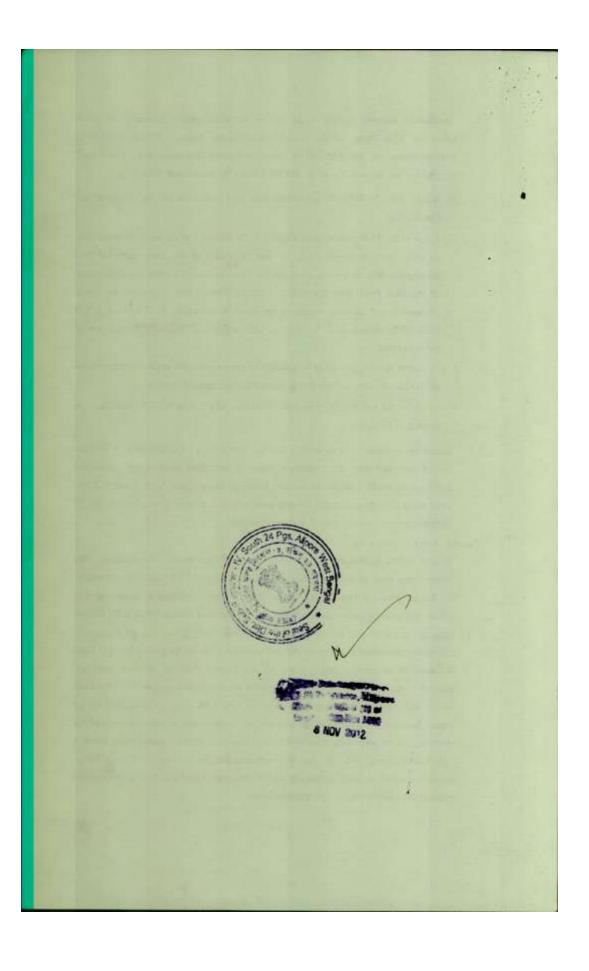


- 3.2 Refundable Security Deposit In addition to the aforesaid consideration as stated above the First Party has also received on refundable Security Deposit (Free From Interest) amount of Rs. 75,00,000.00 (Rupees Seventy Five lacs) only which shall be paid by the Second Party to the First Party in the manner following:-
 - (i) A sum of Rs. 25,00,000.00 has already been paid Agreement for Development and Construction
 - (ii) A sum of Rs. 43,00,000.00 to be adjusted by the Second Party against expenses to be incurred by the Second Party for and on behalf of the First Party for land development boundary walls, taxes and for obtaining mutation certificate in the name of the First Party from the Rajpur Sonarpur Municipality in respect the entire property as well as upon obtaining certificate of conversion from B. L. & L.R.O. Sonarpur in respect of R. S. Dag No. 1488 and also as well as for development of the entire land.
 - (iii) A sum of Rs. 4,00,000.00 to be adjusted by the second party against expenses to be incurred by the Second Party for obtaining Plan Sanction for Block A.
 - (iv)A sum of Rs 3,00,000.00 to be paid at the time of registration of Agreement or on demand of First party.
- 3.3 Common Portions: It is clarified that the First Party's consideration also includes cost of undivided share in the common areas, proportionate share of land, amenities and facilities made available in the new buildings being Block A, B 1 and B 2 and attributable to such constructed saleable areas which is more fully described in the 3rd Schedule below (collectively Common Portions).

4. Second Party's Allocation

Second Party's Allocation. After setting apart the First Party's consideration, the Second Party shall be entitled to the remaining of the total FAR as to be sanctioned by the Rajpur Sonarpur Municipality in the form of complete habitable residential flats and/or open areas of the premises including the open/covered Garage Space in the Ground Floor of the new Ground plus Seven storied buildings being Block B 1 and Block B 2 only to be constructed in and upon the said premises. The building being Block B 1 and B 2 shall be constructed and finished by the Second Party at its own cost and expense, for and on behalf of itself and/or its constituents and/or the First Party AND ALL THAT 40% (Forty percent) of the total FAR as to be sanctioned by the Rajpur Sonarpur Municipality in the form of complete habitable commercial space and/or open areas of the premises and the new Ground plus Four storied building being Block A. The building being Block A shall be constructed and finished by the Second Party, for and on behalf of itself and/or its constituents and/or the First Party at the cost and expense to be jointly bourne by the parties hereto in

Blogendont



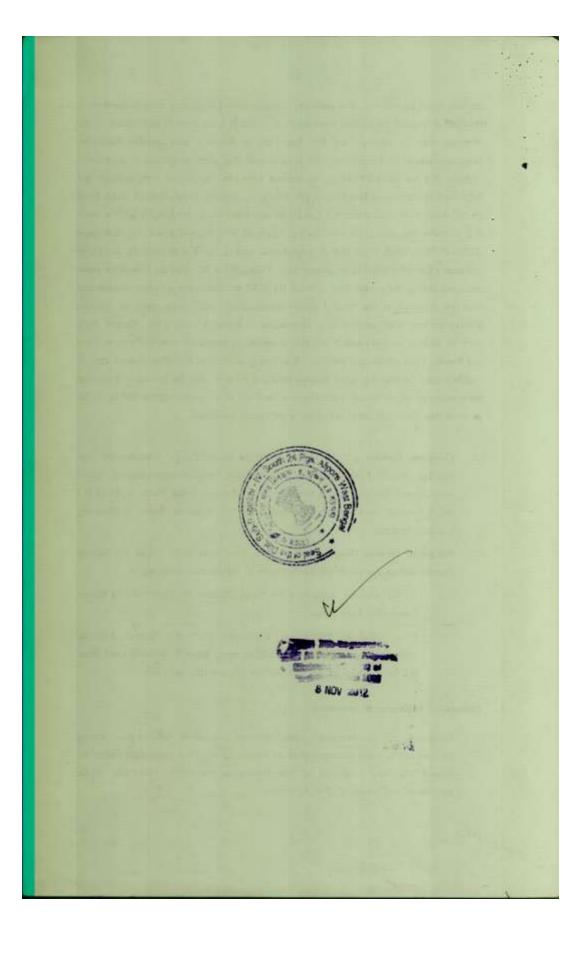
the ratio stated hereinabove. The undivided, impartible and singly non transferable share in the Land underneath the building being Block A, Block B I and Block B 2 contained in the Premises shall be conveyed by the First Party in favour of such intending Purchasers being nominees of the Second Party. Be it mentioned that after completion of construction of Block B 1 and Block 2 buildings the Second Party shall be allotted with in Block B 1 habitable Flat areas in the First Floor (Units B& D), Second Floor (units A & C), Fifth Floor (A.B.C & D), Sixth Floor (Units A.B.C & D), Seventh Floor (Units A.B.C & D) AND in Block B 2 habitable Flat areas in the First Floor (E,F,G & H), Fifth Floor (E,F,G & H), Sixth Floor (E.F.G & H), Seventh Floor (E.F & proportionate part of H). If it is mutually decided to construct a Community hall in the ground floor of Block B1 & B2, then the 55% of the entire remaining area in the ground floor of Block B1 & B2 including open area and covered area shall be allocated to the Second Party simultaneously with procurement of sanction planFurthermore after completion of construction of Block A building the Second Party shall be allotted with in Block A habitable commercially sanctioned areas in the entire Third and Fourth Floor of the new building. It is already understood that if the Second Party is unable to get a Ground Plus Seven Sanction for Block B1 & B2 then the allocation of the First party shall remain unchanged. Furthermore if the FAR is not used or sanctioned at its full potential then the area allocated to First Party will remain unchanged.

- 4.2 Common Portions It is clarified that the Second Party's consideration also includes undivided share in the common areas, proportionate share of land, amenities and facilities made available in the new building being Block A, Block B I and B 2 which is more fully described in the 3rd Schedule below (collectively Common Portions).
- 4.3 Refund of Security Deposit The First Party shall refund the Security
 Deposit without interest to the Second party in the Manner following -
 - (a) At the time of completion of Super Structure Rs. 25,00,000.00 (Rupees Twenty five Lacs) only.
 - (b) Upon obtaining Completion Certificate from the Rajpur Soanrpur Municipality in respect of the building being Block A, Block B I and Block B 2 balance sum of Rs. 50,00,000.00 (Rupees fifty lacs) only.

5. Possession, Shifting and Demolition

5.1 Possession: Simultaneously upon obtaining sanction of building plans against payment of the entire Security deposit as aforesaid, the First Party shall induct the Second Party into possession of the Premises as license of the First Party, for the purpose of implementing this Agreement.

Blogoobout



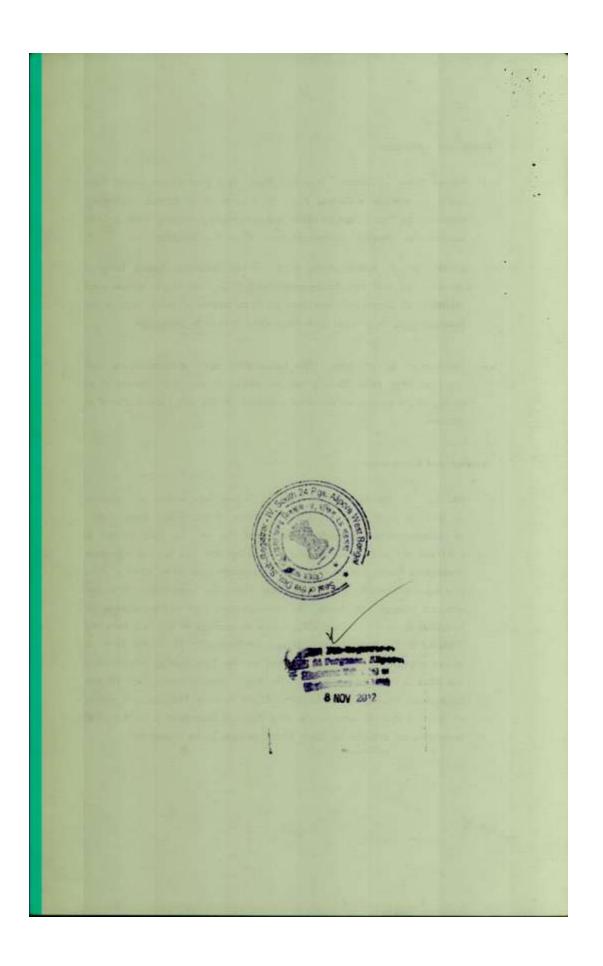
6. Power and Authorities

- 6.1 General Power of Attorney: The First Party shall grant to the Second Party and/or its nominees a General Power of Attorney for the purpose of obtaining sanction of the Plans of both the Blocks and all necessary permissions from different authorities in connection with the construction of the New Buildings.
- 6.2 Further Acts: Notwithstanding grant of the aforesaid General Power of Attorney, the First Party hereby undertakes that they will execute as and when necessary, all papers, documents, plans etc. for the purpose of development of the Rear portion of the premises upon which Block B is to be constructed.
 - 6.3 Indemnity by Second Party: The Second Party agrees to indemnify and keep the First Party saved harmless and indemnified in respect of exercise of all or any of the powers and authorities contained in the said General Power of Attorney.

7. Sanction and Construction

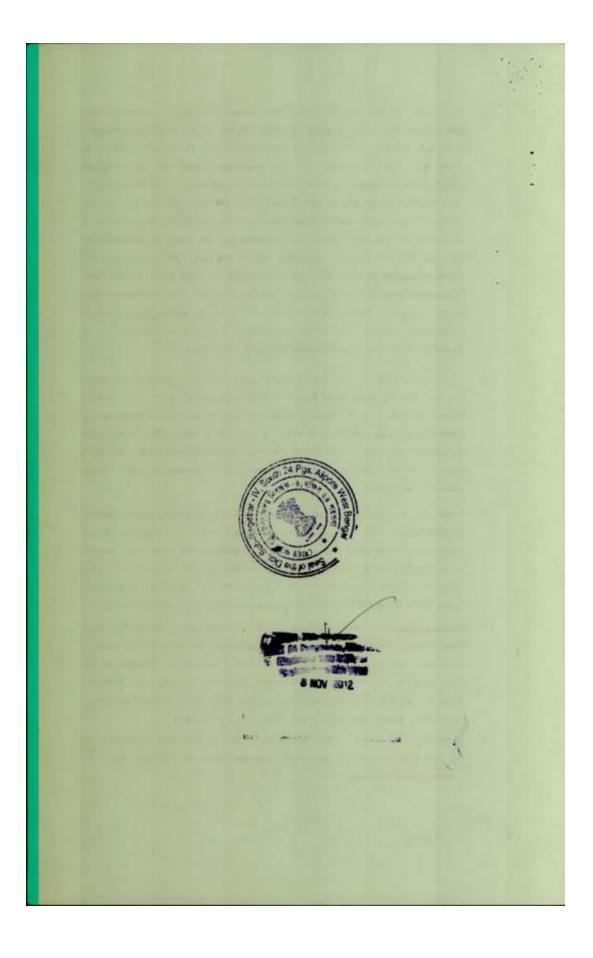
7.1 Sanction The Second Party shall, at its own costs appoint an Architect on behalf of the First Party (Architect). Within 60 (sixty) days from the date of obtaining conversion certificate in respect of Dag No. 1488 from the B.L. & L.R.O and or from the date of obtaining Mutation Certificate from the Rajpur Sonarpur Municipality in respect of the entire property morefully described in PART VI of the First Schedule hereunder written which ever is later, the Second Party, at its own costs and expenses and through the Architect, shall have the Plans prepared for both Block A and Block B I and B 2, get the same approved by the First Party and submitted to The Rajpur Sonarpur Municipality for sanction. The Second Party, at its own responsibility, shall have the Plans for the New Building being Block A and Block B I and B 2 sanctioned by The Rajpur Sonarpur Municipality. The cost and expenses including sanction fees of the Rajpur Sonarpur Municipality in respect of Block A shall be borne by the First Party and Second Part in the ratio stated bereinabove and in respect of Block B shall be borne by the Second Party.

Blogsabert.



- 7.2 Construction of The New Building: The Second Party shall, at its own costs and without creating any financial or other liability on the First Party, construct, erect and complete the New Ground Plus Seven storied Buildings being Block B 1 and B 2, in accordance with the sanctioned plans as per the agreed specifications, mentioned in the 4th Schedule below and as may be recommended by the Architect from time to time. Subject to the aforesaid, the decision of the Architect regarding the quality of materials shall be final and binding on the Parties. It is clarified that the materials used for construction of the New Building will be new and first class and the workmanship will be first class. All costs, charges and expenses including Architect's Fees shall be discharged and paid by the Second Party in respect of Block B 1 and B 2 only and the First Party shall bear no responsibility in this context. The Second party shall also have the building being Block A constructed for and on behalf of the First Party but such cost and expenses shall be shared by and between the parties hereto in the ratio stated herein above.
- 7.3 Construction Time: The Second Party shall construct, complete and finish the new building being Block B 1 and B 2 within a period of 30 (Thirty month) months from the date of obtaining sanction of plan to the date of obtaining the Completion Certificate and Block A within a period of 36 (Thirty Six) months from the date of obtaining sanction Plan to obtaining the completion certificate, subject to force majeure as defined in Clause 22.1 below. Time of construction shall be the essence of the contract.
- 7.4 Utilities The Second Party shall, at its own costs, install and erect in the new building, pump, water storage tank, overhead reservoir, elevator, temporary electric connection until permanent electric connection is obtained and water and sewage connection. The Parties shall proportionately bear and pay all the costs for bringing permanent electric connection of W. B. S. E. B to the New Buildings being Block. A and Block B I and B 2 along with the proportionate cost of generator and changers.
- Party to apply for and obtain quotas entitlements and other allocation for cement, steel, bricks and other building materials and inputs and facilities allocable to the First Party and required for the construction of the New Building being Block A, Block B 1 and B 2 but in no circumstances the First Party shall be responsible for their price/value, storage and quality in case of Block B 1 and B 2 only.
- 7.6 Temporary Connections The Second Party shall be authorized in the name of the First Party to apply for and obtain temporary connection of water, electricity , drainage and sewerage.

Blesoobsol

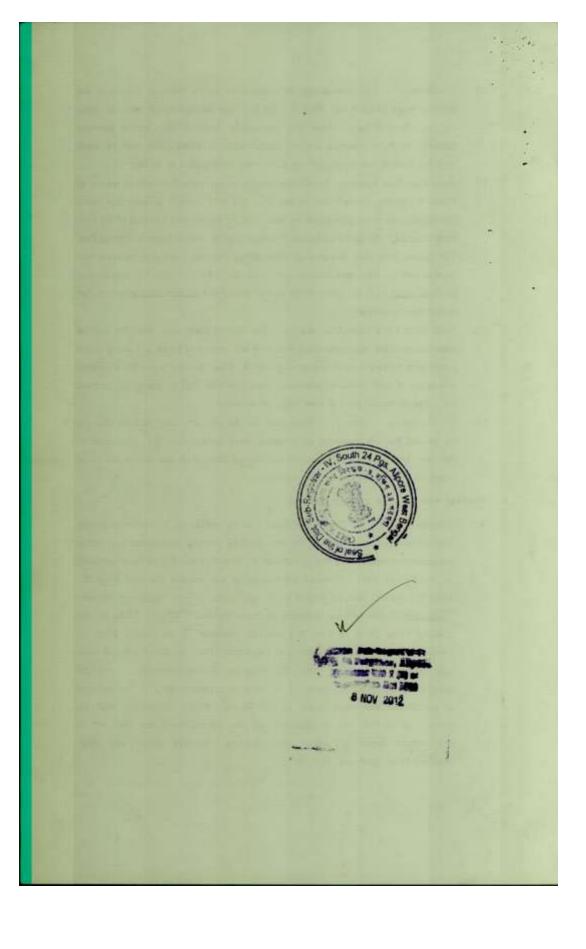


- 7.7 Modification: Any amendment or modification to the Plans in respect of the building being Block A and Block B 1 and B 2 may be made or caused to be made by the Second Party within the permissible limits of The Rajpur Sonarpur Municipality Rules provided however such alteration or modification shall be made with the consent and approval of the First Party's Allocation in writing.
- 7.8 Extra Floor/Area Expenses. Any further sanction of any extra floor/area in respect of Block A (beyond Ground plus 4) and B 1 and B 2 (beyond ground plus seven individually and respectively) shall be made with the consent and approval of the First Party in writing. The fee for such extra floor/area sanction shall be borne by Second Part. The Second Party shall also bear all other related expenses, including sanction fees payable with respect to such sanction upto an amount of Rs. 10,00,000.00. Any amount over and above such. Rs. 10,00,000.00 shall be shared by First Part and the Second Part in their respective ratios.
- 7.9 Profit from Extra Floor/Area sanction: The Second Party shall bear the cost of construction of any sanctioned extra floor/area with respect of Block B 1 and B 2 and jointly with the First party in respect of Block A in the aforesaid ratio. The allocation arising out of such additional sanctioned extra floor/area shall be shared by the First Party And the Second party in their ratios as aforesaid.
- 7.10 No obstruction: The First Party shall not do any act, deed or thing whereby the Second party is obstructed or prevented from construction and completion of the New Building provided however the Second Party shall not violate the terms , conditions and covenants of this Agreement.

8. Dealings with Units in the New Building ;

R.1 Transfer of Units : The Second Party shall be entitled to transfer or otherwise deal with and part and portions of the new building forming Second Part's allocation (as mentioned herein above in 4.1) in Block A, Block B 1 and B 2 to be constructed by the Second Party However, any transfer of any part of the said Block A, Block B 1 and B 2 shall be subject to the provisions of this Agreement. All such Agreement for Sale with any intending Purchaser/Purchasers of any Units in the building being Block B 1 and B 2 shall be executed by the Second Party as Constituted Attorney of the Vendor and the Second Party as Developer and such sale proceeds receivable from the intending Purchaser/Purchasers will be acknowledge by the Second party. It is however, understood that the dealings of the Second Party with regard to the Second Party's Allocation shall be entirely at the risk and responsibility of the Second Party and shall not in any manner fasten or create any financial liabilities and/or any other responsibilities upon the First Party.

@holoobsol



- 8.2 First Party's Allocation: The First Party shall be entitled to transfer or otherwise deal with the First Party's Allocation (as mentioned herein above in 3.1) in any manner the First Party deems appropriate. However, any transfer of any part of the First Party's Allocation shall be subject to the provisions of this Agreement. Also, the second party is bound to be the confirming party at the time of sale agreement/ sale deed between the first party and its transferees/nominees if required.
- 8.3 Cost of Transfer: The costs of such conveyances including stamp duty and registration expenses and all other expenses incidental or related thereto shall be borne and paid by the intending Purchasers/ Transferees.

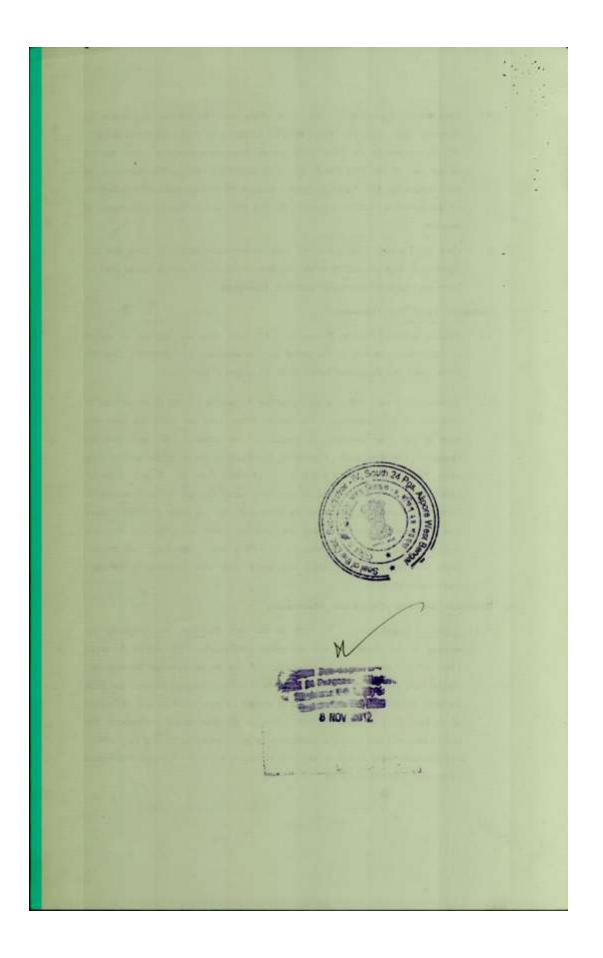
9. Municipal Taxes and Outgoings

- 9.1 Relating to Period Prior to Possession: All rates, taxes and outgoings in respect of the premises relating to the period prior to execution of Agreement shall be borne, paid and discharged by the First Party upto 9th June, 2010.
- 9.2 Relating to Period After Execution of this Agreement; As from the date of execution of this Agreement, the Second Party shall be liable for rates and taxes as also other outgoings in respect of the premises, till such time the Occupancy Certificate and/or Completion Certificate in respect of the new building being Block A, Block B I and B 2 is obtained from the Rajpur Sonarpur Municipality. From the date of obtaining such Occupancy Certificate and/or Completion Certificate in case of the Flats sold, the individual Flat/Unit Owners shall became liable and responsible for rates and taxes and other outgoings and in case of unsold Flats/Units both the First Party and Second Party shall become liable and responsible for rates and taxes and other outgoings in the ratio stated herein above.

10. Possession and Post Completion Maintenance

10.1 Notice of Completion: As soon as the New Buildings are completed (as certified by the Architect) with occupancy certificate from The Rajpur Sonarpur Municipality and sewerage connection of The Rajpur Sonarpur Municipality, Second Party shall give a written notice to the First Party regarding the same and from the date thereafter, all the outgoings in respect of new building will be liability of the First Party and Second Party jointly in the ration stated hereinabove. The second party will first hand over possession as per allocation to the first party and its transferees/nominees and then hand over possession to its own transferees/nominees attributable to its own allocation.

Blustookart

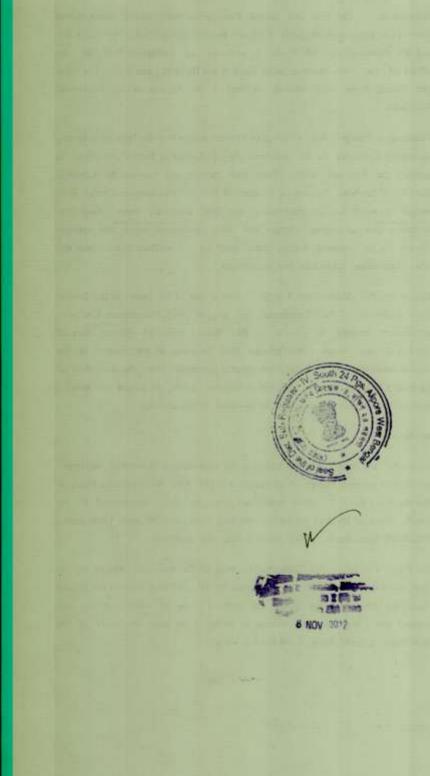


- 10.2 Maintenance: The First and Second Party herein shall form a representative body of the Transferees/occupants of the new building being Block A and Block B 1 and B 2 (Association), which shall be in charge of management of all the affairs of the New Building being Block A and Block B 1 and B 2. The First and Second Party shall become members of the Association for the Unsold Flats/units.
- 10.3 Maintenance Charge: For a period of 3 (three) months from the Date of obtaining occupancy Certificate or till such time the Association is formed, whichever is earlier, the First and Second Party shall manage and maintain the Common Portions of the New Building. It is clarified that the Maintenance Charge shall include premium for the insurance of the New Building, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments.
- 10.4 Failure to Pay Maintenance Charge: Should the First Party or the Second Party and/or any of the Transferees fail to pay the Maintenance Charge or any amount payable in respect of the Rates, within 15 (fifteen) days of demand in this behalf, the Defaulter shall be liable to pay interest on the amount outstanding @ 18% (eighteen percent) per annum from the due date of payment till the payment is made and in addition, during the period of default, none of the common services shall be available to the defaulter.

. 11 Common Restrictions ;

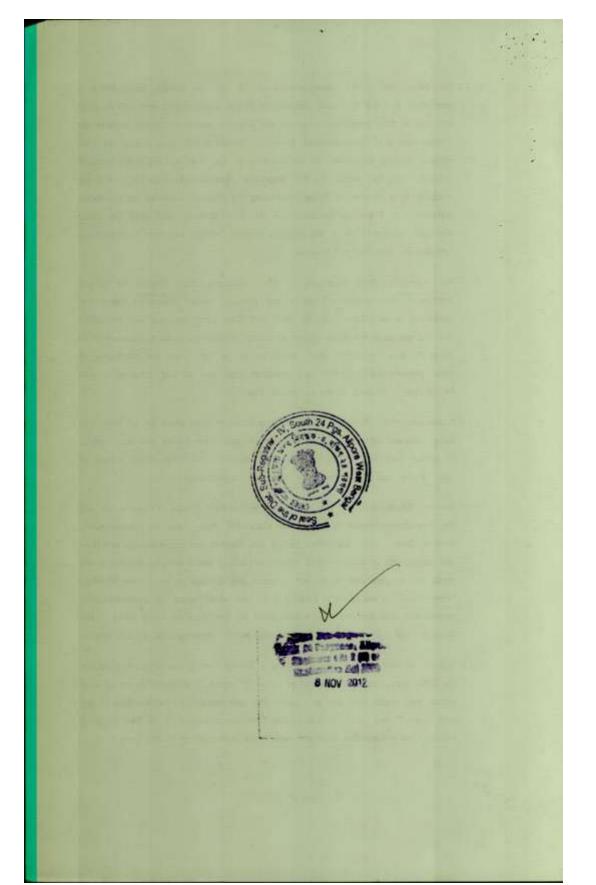
- 11.1 Applicable to Both: The restrictions as are applicable to Ownership buildings, intended for common benefit of all occupiers of the New Building being Block A and Block B 1 and B 2. Such restrictions shall be duly incorporated in the transfer deeds of the third parties i.e. intending Purchasers (all such Third parties collectively Transferees), which shall include the following:
- 11.1.1 No Illegal Activity: No Transferee/Occupant of the apartment / spaces in the New Building (Units) shall use or permit to be used their Units or any portion thereof for any obnoxious, illegal and immoral trade or activity or for any purpose which may cause any nuisance or hazard to the other occupiers of the New Building being Block A and Block B 1 and B 2.

Blogleskosts.



- 11.1.2 No Demolition: No transferee/occupant of the New building being Block A and Block B 1 and B 2 shall demolish or permit demolition of any wall or other structure in their respective Units or any portions, major or minor, without the written consent of the Association. However, internal modification within the Unit without creating any effect on the structure of the New Building or the common portions can be made by the respective Transferee/Occupant subject to the compliance of all existing Rules including the Building Rules of the concerned authority. No Transferee/Occupant of the New Building shall alter the outer elevation of any Unit or the common portions without written permission of the Association, first had and obtained.
- 11.1.3 No transfer without Compliance: The Transferees shall transfer or permit transfer of their respective Units or any portions thereof unless all terms and conditions to be observed and/or performed have been observed and performed and the proposed transferee gives a written undertaking to the Association to the effect that such transferee shall remain bound by the terms and conditions of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the concerned Unit.
- 11.1.4 Compliance with Rules; The Transferee/occupant shall abide by all laws, bye laws, rules and regulation of the government and local bodies and shall attend to, answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye laws rules and regulations.
- 11.1.5 Interior Maintenance The First and Second Party in case of unsold units and the Transferee/occupant in case of sold Flats/units shall keep the interior walls, sewers drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective Units in good working condition and repair and in particular so as not to cause any damage to the New Building being Block A and Block B 1 and B 2 or any other space or accommodation therein and shall keep the other occupiers of the New Building being Block A and Block B 1 and B 2 indemnified from and against the consequences of any breach.
- 11.1.6 Validity of Insurance: Neither the First and Second Party in case of unsold Units nor the Transferees/occupants shall do or cause or permit to be done any act or thing which may render void and/or voidable any insurance of the New Building or any part thereof and shall keep the other Transferee/Occupant of the New Building harmless and indemnified from and against the consequences of any breach.

Blestodool

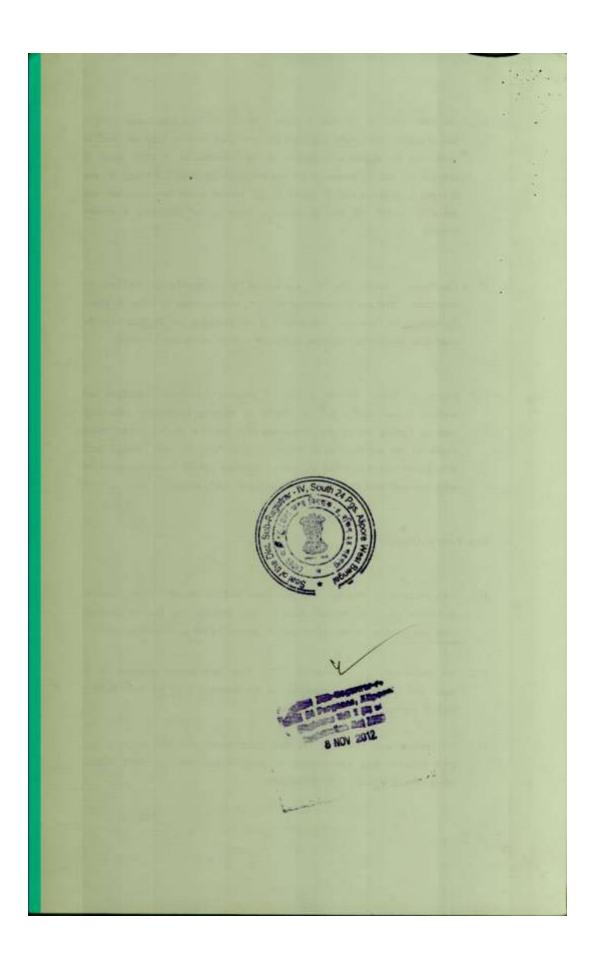


- 11.1.7 No Obstruction of Common Portions; Neither the First and Second Party in case of unsold Units nor the Transferee/occupant shall leave or keep any goods or other items for display or otherwise in the corridors or at other places of common use and enjoyment in the New Building being Block A and Block B I and B 2 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 building.
- 11.1.8 Cleanliness: Neither the First and Second Party in case of unsold Units nor the transferees shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the new building or in the compound, corridors or any other portion or portions of the new building.
 - 11.2 Rights of Entry: For the purpose of enforcing the common restrictions and ancillary purpose and/or for the purpose of repairing maintaining, rebuilding cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, the First Party and the Second Party shall permit each other, with or without workmen, at all reasonable times, to enter into and upon the New building and every part thereof.

12. First Party's Obligation

- 12.1 No obstruction in Dealing. The First Party and the Second Party covenants to each other not to do any act, deed or thing whereby they may be prevented from selling and/or disposing of any part or portion of the New Building jointly.
- 12.2 No obstruction in Construction : The First Party hereby covenants not to cause any interference or hindrance in the construction of the New Building without any specific breach of contract
- 12.3 No Dealing with Premises: The First Party hereby covenants not to let out, grant lease, mortgage and/or charge the premises or any portions thereof without the consent in writing of the Second Party.

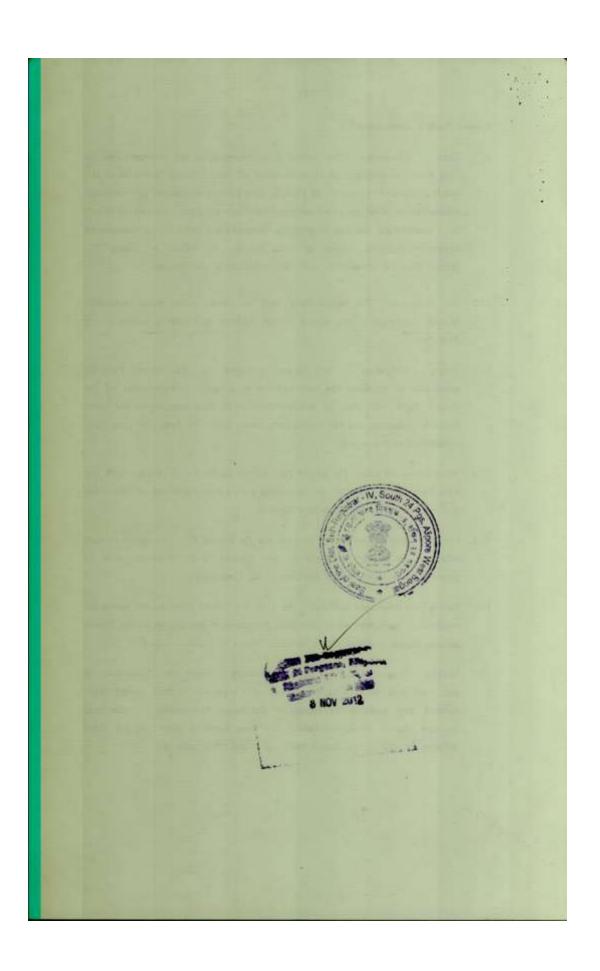
Bleftodowly



13. Second Party's Obligations :

- 13.1 Time of Completion: The Second Party hereby agree and covenants with the First Party to complete the construction of the New Building being Block B 1 and B 2 within 30 (Thirty month) months from the date of obtaining the Sanctioned Plan to the date of obtaining the Completion Certificate and Block A within 36 (Thirty Six.) months from the date of obtaining sanction Plans, to the date of obtaining the completion certificate subject to force majeure as defined in Clause 22.1 below. Time of completion shall be the essence of the contract.
- 13.2 No Assignment: The Second Party shall not transfer and/or assign the benefits of this Agreement or any portion thereof, without the consent in writing of the First Party.
- 13.3 Statutory Obligation: All persons employed by the Second Party for compliance of its obligations hereunder will be deemed to be employees of the Second Party who shall be solely responsible for their emoluments and other statutory obligations and the Second Party hereby agrees to keep the First Party indemnified in this regard.
- 13.4 No Violation of Law. The Second Party hereby agrees and covenants with the First Party not to violate or contravene any of the provisions of the rules applicable to construction of the New Building.
- 13.5 No Obstruction in Dealing: The First and the Second Party covenants to each other not to do any act, deed or thing whereby both the Parties may be prevented from selling and/or disposing of the Units jointly.
- 13.6 Parting with Possession of Units: The First and Second Party hereby agrees and covenants to each other not to part with possession of any part or portion thereof without consent in writing of both the parties hereto.
- 13.7 Liability Regarding Conveyance and Mutation: In case the Transferees of any Units fails to have registered Deed of Conveyance in their name or have mutated their name in the records of The Rajpur Municipality, in that case the First Party will have no liability for those Units in respect of any kind tax/taxes payable to The Rajpur Municipality and other authorities.

@holeokart



14 First Party's Indemnity

14.1 Title: Subject to whatever is mentioned in this Agreement, the First Party shall never be held responsible or liable in regards to the title of the said premises as it is clarified and confirmed that the second party is fully satisfied with the title of the said premises.

15. Second Party's Indemnity

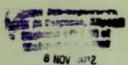
- 15.1 Third Party claims. The Second Party hereby undertakes to keep the First Party indemnified against all third party claims, actions, suits, costs and proceedings arising out of any act of omission or commission on the part of the Second Party in relation to the construction of the New Building being Block A and Block B I and B 2 and/or for any defect therein or development of the premises.
- 15.2 Powers and Authorities: The Second Party hereby undertakes to the First Party to keep the First Party indemnified and harmless from and against any claims, actions, suits, costs and proceedings arising out of any sort of steps taken by the Second Party on behalf of the First Party on the strength of powers and authorities given to the Second Party by the First Party.

16. Miscellaneous

- 16.1 No Partnership: The First Party and the Second Party have entered into this Agreement purely as a contract on principal to principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an Association of persons.
- 16.2 Further Acts: The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 16.3 Taxation The First Party shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Second Party's consideration stated in clause 6 hereinabove and the Second Party shall be liable to make payment of the same and keep the First Party indemnified against all actions, suits, proceedings, costs charges and expenses in respect thereof. Similarly, the Second Party shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the First Party's consideration and the First Party shall be liable to make payment of the same and keep the Second party indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

Blogroobant.





- 16.4 Name of New Buildings: The name of the buildings shall be such as may be mutually decided and the same shall not be changed on any later date by any of the Parties or their assigns.
- 16.5 Fees and Duties : All duties and fees payable at whatever stage pertaining to this Agreement shall be paid by the Second Party.

17. Defaults and Bonus :

- 17.1 The Second Party shall construct, complete and finish the New Building being Block B 1 and B 2 within a period of 30 (Thirty) months from the date of obtaining sanction Plan, subject to force majeure as defined in clause 22.1 below. However, it has been mutually agreed by the both First Party and Second Party that if the Second party construct, complete and finish the new building being Block B 1 and B 2 within a period of 18 (Eighteen) months from the date of obtaining demand for sanction of the Plans to the date of obtaining of completion certificate then the First Party shall provide the Second Party 1% of its Consideration with respect to the Block B 1 and B 2 as a Bonus. In the same way, subject to Force Majeure, in the event the Second Party fails and/or neglects to construct, complete and finish the New Building within a period of 30 (Thirty month) months from the date of obtaining demand for sanction of the Plans to the date of obtaining the completion certificate, then the first Party shall be entitled to 1% of Second Party's Consideration with respect to Block. A and Block B 1 and B 2 as a penalty for delay.
- 17.2 In the event the First Party and the Second Party fails and/or neglects to perform any of their obligations under this agreement, then both the Parties shall be entitled to refer respective the matters to Arbitration as provided for in this Agreement, for redressal of their respective grievances. The decision of the Arbitral Tribunal shall be binding on the Parties.
- 17.3 If any dispute or difference or question at any time hereinafter arises between the parties, the same shall be referred to the arbitration of Sri Subir Kumar Dutta, Advocate the decision of the Arbitrator shall be final and binding and the same be deemed to be reference within the meaning of Arbitration and Conciliation Act., 1996 or any statutory enactment or modification thereunder.

18. Further Misc.

18.1 Scheme/Plans Layout of the New Building being Block A and Block B 1 and B 2 shall be decided mutually by First Party and the Second Party.

VDIE 6

Blustonbant



- 18.2 All brokerages/commission payable with respect to the transfer of units of the New Building Block A and Block B 1 and B 2 shall be paid by the parties individually as per their individual allocation.
- 18.3 All original documents with respect to the said premises shall remain in the custody of the First Party. However, the First Party shall provide the said original documents with proper receipts for the purpose of them being shown to various authorities. Such Original documents shall be returned back to the first Party thereafter.
- 18.4 Any debris and rubbish arising out of any demolition of the existing structure at the premises not including the boundary wall shall go to the First Party.
- 18.5 The First Party may keep a site engineer/supervisor at their own cost to inspect the Work in Progress.
- 18.6 One-set of Original Sanction Plan shall be provided to the First Party by the Second Party.
- 18.7 A certified copy of this registered agreement shall be provided and handed over to the first party within 7 days from the execution of this agreement by the second party.

19. Force Majeure :

- 19.1 Meaning of: Force majeure shall mean an event or effect that cannot be reasonably anticipated or controlled (Force Majeure).
- 19.2 No Liability: The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of such obligation is prevented by the existence of Force Majeure and the performance of such obligation shall be suspended during the duration of Force Majeure.

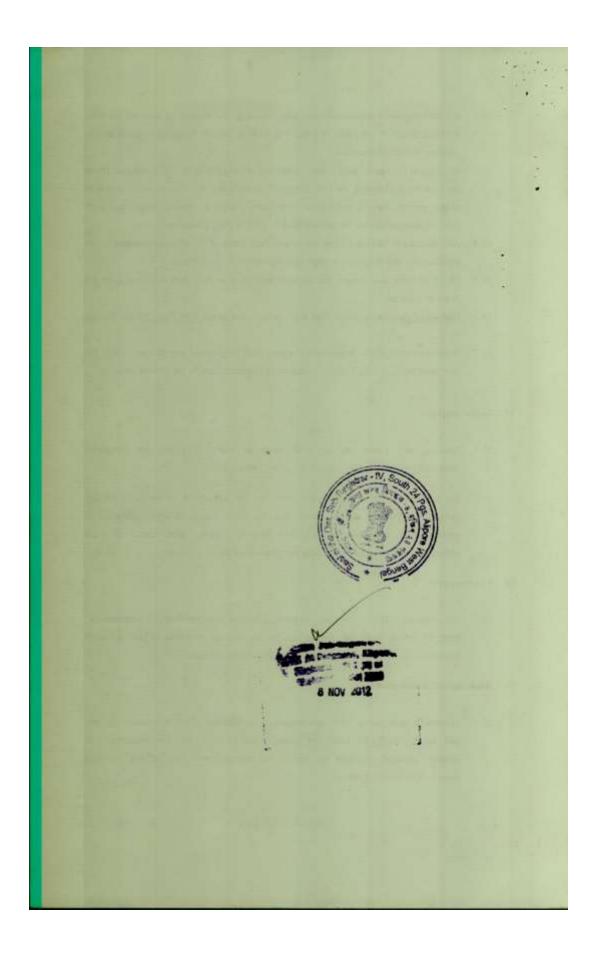
20. Counterparts :-

20.1 All originals: This Agreement is being executed simultaneously in counterparts, each of which shall be deemed to be an original and both of which shall constitute on instrument and agreement between the parties.

21. Amendment/Modifications

21.1 Express Documentation: No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the parties and expressly referring to the relevant provision of this Agreement.

Bluftendroh-



22 Governing Laws

22.1 Indian Law: The Parties shall abide by the laws of India and all applicable local laws with respect to the subject matter of this Agreement, to ensure that there is no contravention. If there is any contravention, either Party may, by written notice, call upon the other to ensure compliance with requirements as per applicable laws. Any penalties levied by the Government, State or Central, Municipal Body etc. as a result of non-compliance by either Party, will be borne by the defaulting Party.

23. Notice:

23.1 Mode Of Service: Any notice, consent, approval, demand, waiver or communication required or permitted hereunder shall be in writing and shall be deemed given/effective if delivered to the person personally, at the time of delivery or if sent by registered or certified mail, with postage and registration or certification fees thereon prepaid, on the 5th business day following delivery of such notice to the postal service or by express courier, on the 3rd business day following delivery of such notice to express courier, addressed as follows, unless any change in address is communicated in writing by the either Party to the Other.

First Party :
M/s.Godawari Land & Real Estate (P) Ltd.
26/1, School Row, Kolkata – 700 025
Sri Ashwani Dhawan
Sri Davinder Singh
Both Directors

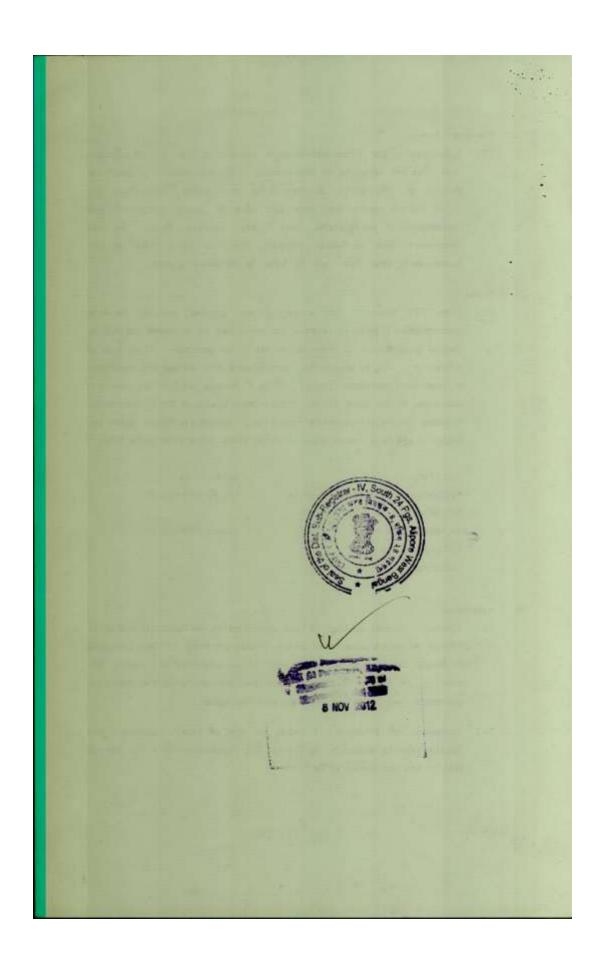
Second Party : M/s. Rajwada Group

Kolkata - 700 026

24. Arbitration

- 24.1 Tribunal: Disputes relating to this Agreement or its interpretation shall be referred to the arbitration of an arbitral tribunal, consisting of three Arbitrators (Tribunal), one each to be appointed by the two arbitrators so appointed. The award of the Tribunal shall be final and binding on the Parties. The Arbitration proceedings will be in Kolkata unless otherwise agreed.
- 24.2 Mechanism and Procedure: Procedure and type of award (speaking or non speaking) shall be decided by the Tribunal. The directions/awards of the Tribunal shall be final and binding on the Parties.

Photosbook.



25. Jurisdiction

25.1 District Judge , Alipore : In connection with the aforesaid Arbitration proceedings , the District Judge , Alipore alone shall have jurisdiction to receive , entertain , try and determine all actions and proceedings.

26. Rules of Interpretation

- 26.1 Headings: Headings have been inserted at various places merely for convenience of reference and are not intended to impact the interpretation or meaning of any clause.
- 26.2 Definitions: In this Agreement, the words put in brackets and in bold prints define the word, phrase or expression immediately proceeding.

1st Schedule Part - I (First Plot) (Block - A)

ALL THAT piece or parcel of land measuring approximately 3 Cottah 7 Chittack and 3 Sq. Ft. comprised in portion of C. S. Dag No. 1486, C. S. Khatian No. 264, Hal Khatian No. 1279, R.S. No. 131, J.L. No. 48, Touji No. 256, in Mouza – Kumrakhali, Police Station – Sonarpur, within Ward No. 25, of The Rajpur Sonarpur Municipality, Sub Registry office at Sonarpur, District 24 Parganas South, delineated in the plan or map annexed hereto coloured RED, butted and bounded in the manner following that is to say –

On the North

On the East

On the East

On the South

On the West

By Dag No. 1486

By Dag No. 1487

By Baraipur Road

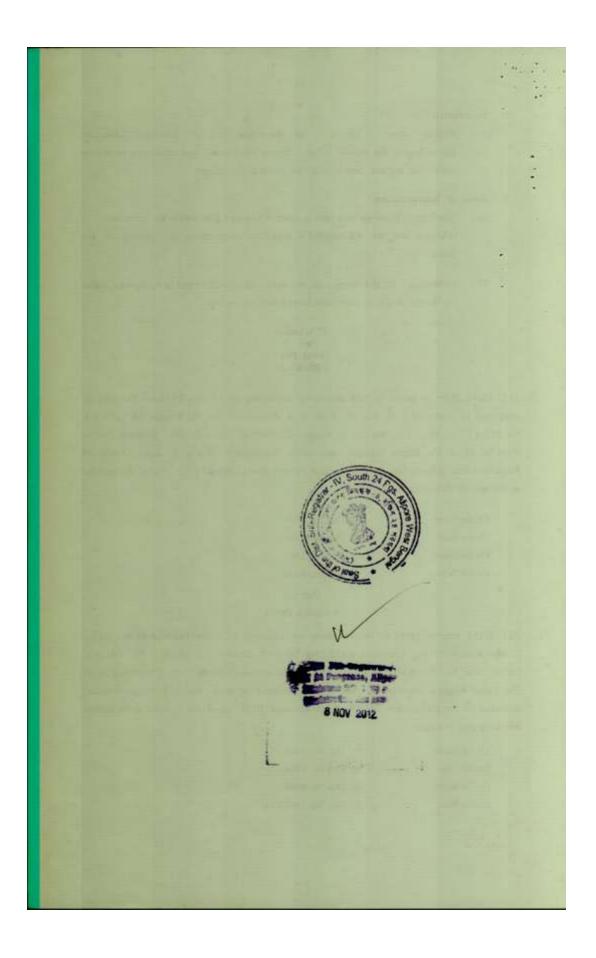
Part – II

(Second Plot)

ALL THAT piece or parcel of land measuring approximately 6 Cottahs 10 Chittacks and 26 Sq. Ft. equivalent to 11 Dec. comprised in C.S. Dag. No. 1488, Khatian No. 260, R. S. No. 131, J. L. No. 48, Touji No. 256, in Mouza – Kumrakhali, Police Station – Sonarpur, within Ward No. 25, of The Rajpur Sonarpur Municipality, Sub Registry office at Sonarpur, District 24 Parganas South, delineated in the plan or map annexed hereto coloured RED, butted and bounded in the manner following that is to say –

On the North By Dag No. 1487
On the East By Dag No. 1485
On the South By Dag No. 1489
On the West By Dag No. 1487(Part)

Bladedowy.



Part - III

(Third Plot)

ALL THAT piece or parcel of land measuring approximately 13 Cottahs 10 Chittacks and 0 Sq. Ft. comprised in C.S. Dag No. 1487, C.S. Khatian No. 206, R.S. No. 131, J.L. No. 48, Touji No. 256, in Mouza – Kumrakhali, Police Station – Sonarpur, within Ward No. 25, of The Rajpur Sonarpur Municipality, Sub Registry office at Sonarpur, District 24 Parganas South, delineated in the plan or map annexed hereto coloured RED, butted and bounded in the manner following that is to say:

On the North
On the East
On the East
By Dag Nos. 1505 & 1504
By Dag Nos. 1487,1488 & 1489
On the South
By Dag No. 1487
On the West
By Dag No. 1486
Part – IV
(Fourth Plot)

ALL THAT piece or parcel of land measuring approximately 6 Cottahs 5 Chittacks 0 Sq. Ft. comprised in portion of C. S. Dag No. 1487, C. S. Khatian No. 206, R. S. No. 131, J.L. No. 48, Touji No. 256 in Mouza – Kumrakhali, Police Station – Sonarpur, within Ward. No. 25, of The Rajpur Sonarpur Municipality. Sub Registry office at Sonarpur, District 24 Parganas South, delineated in the plan or map annexed hereto coloured RED, butted and bounded in the manner following that is to say:

(Block-B)

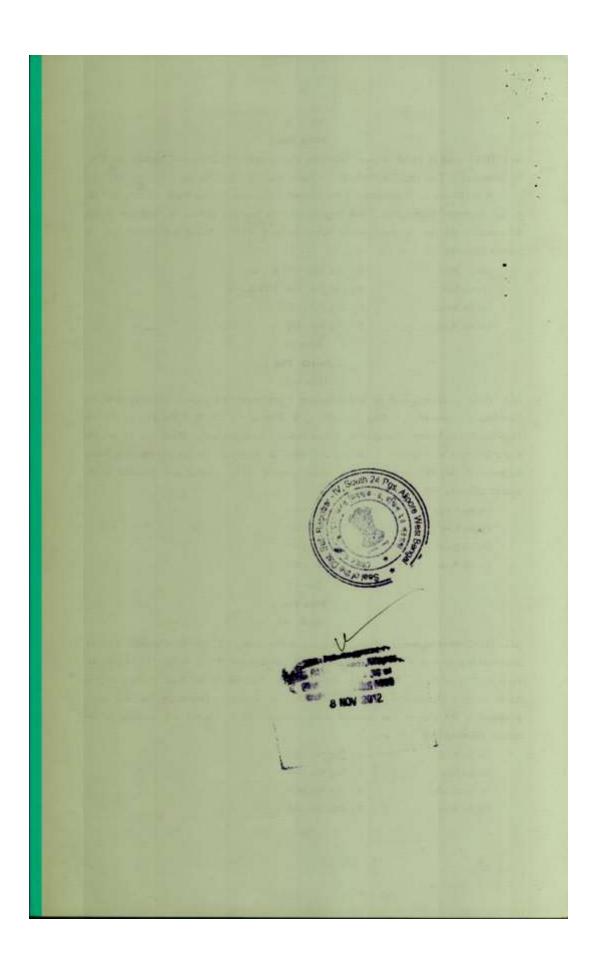
On the North By Dag No. 1504
On the East By Dag No. 1489
On the South By Dag No. 1487
On the West By Dag No. 1487
Part - V
(Fifth Plot)

ALL THAT piece or parcel of land measuring approximately 7 Cottahs 11 Chittacks 0 Sq. Ft. comprised in portion of C. S. Dag No. 1489, C. S. Khatian No. 213, R. S. No. 131, J.L. No. 48, Touji No. 256 in Mouza – Kumrukhali, Police Station – Sonarpur, within Ward No. 25, of The Raipur Sonarpur Municipality. Sub Registry office at Sonarpur, District 24 Parganas South, delineated in the plan or map annexed bereto coloured RED, butted and bounded in the manner following that is to say

(Block - B)

On the North By Dag No. 1487
On the East By Dag No. 1485
On the South By Dag No. 1491
On the West By Dag No. 1488

Blogroobant.



2nd. Schedule (Said Premises)

[Subject Matter of this Agreement]

ALL THAT the First Plot described in Part – I of the First Schedule above and the Second Plot described in Part – II of the First Schedule above and the Third Plot described in Part – III of the First Schedule above and the Fourth Plot described in Part – IV of the First Schedule above and the Fifth Plot described in Part – V of the First Schedule above being total land measuring approximately 37 Cottahs 11 Chittacks and 29 Sq. Ft. (Block A & B) be the same a little more or less together with existing buildings thereon, situate , lying at and being amalgamated Municipal Holding No. 1159, Kumrakhali, Police Station – Sonapur , Kolkata – 700 ..., within Ward No. 25 , of The Rajpur Sonarpur Municipality , Sub Registry office at Sonarpur , District 24 Parganas South delineated in the plan attached and bordered in colored BLUE and butted and bounded as follows:-

ON THE NORTH - By Dag No. 1504

ON THE SOUTH :- By Dag No. 1485, 1486 and 1487

ON THE EAST :- By Dag No. 1490, 1491

ON THE WEST :- By Road

3rd. Schedule

(Common Portions)

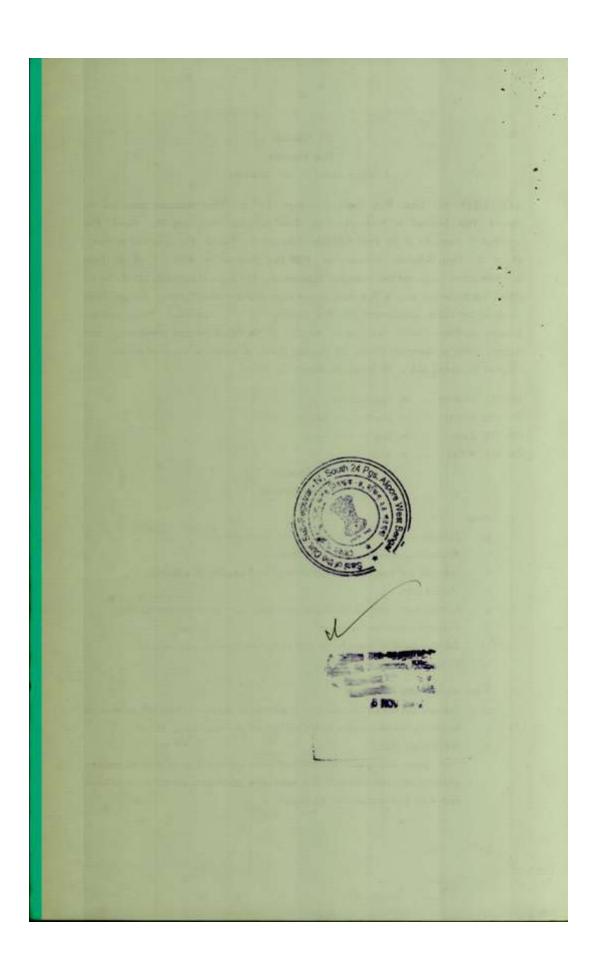
I) Areas :

- a) Entrance and exists to the Premises and the New Building.
- b) Boundary walls and main gate of the Premises.
- c) Staircase, stair head room and lobbies on all the floor of the New Building.
- d) Vertical Shaft.
- e) Entrance lobby, electric/utility room, water pump room, generator room (if any).
- f) Common installations on the roof.
- g) the ultimate Roof above the top floor of the New Building.
- h) Common lavatory.

II) Water, Plumbing and Drainage:

- Drainage and sewage lines and other installation for the same (except only those as are installed within the exclusive area of any Unit and/or exclusively for its use)
- b) Water supply system
- c) Water pump, underground and overhead water reservoir together with all common plumbing installations for carriage of water (save only those as are within the exclusive area of any Unit/or exclusively for its use).

Blustoobook.



III) Electric Installation

- Electrical wiring and other fittings (excluding only those as are installed within the exclusive any Unit and / or exclusively for its use)
- b) Lighting of the Common Portions.
- Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.
- d) Elevators.
- e) Inter com system
- IV) Others: Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the premises and the new building as are necessary for passage to and/or user of the Units in common by the Co-Owners.

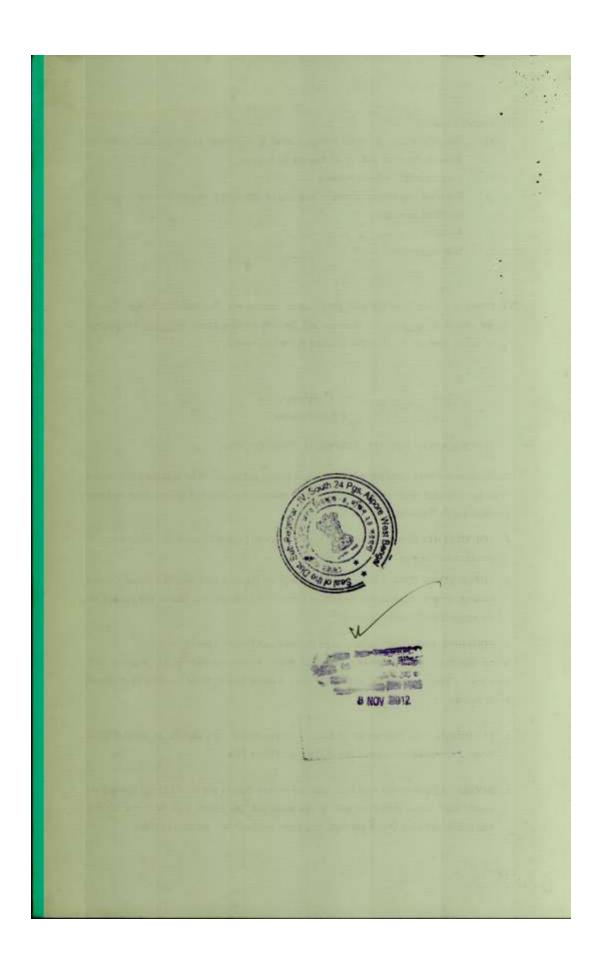
4th, Schedule (Specifications)

SPECIFICATION FOR THE PROPOSED CONSTRUCTION:- .

The Construction to be made and equipment's and fittings and fixtures to be installed and provided in the building shall be of standard quality and according to the plans and advice of the Architect and including the following:

- FOUNDATION: The foundation shall be of Reinforced Cement Concrete as per the design of the structural Engineer.
- SUPER STRUCTURE: The Super Structure of the Building shall have Reinforced Cement Concrete framed structure with Reinforced Cement Concrete columns, beams, and slabs as per the design of the Structural Engineer.
- 3. FINISHING: All internal surfaces to be plastered with Cement Sand Mortar with Ratio 1:5 and finished with Wall Putty. All external walls to be plastered with waterproof Cement sand mortar, and painted using Weather Shield. Stone Cladding as suggested by the Architect.
- FLOORING: The Flooring of the Living / Dining, Bed Rooms shall be of Vitrified Floor Tiles (2'x2') and Kitchen and Toilet of shall be of Floor Tiles.
- 5. DOORS: All door frames shall be of quality wood and shutters will be of 32 mm ISI brand hot pressed Flush Doors, to be fitted with hinges, tower bolt, and Doors shall be of one side tick with polish with Main Door night latch, magic eye, and hatch bolt and shall be polished.

Blustenbant-



- 6. WINDOWS: Shall be of Alluminium sliding with glass and Grill / Box Grill.
- 7. TOILET FITTINGS: All Toilets to have concealed pipe line for Hot & Cold water fixtures to include one white EWC, one White Wash Basin of with bottle trap and C. P. fittings shall Concealed stop cock, Bib cock, one mixer, Overhead shower all continental series of "Jaquar" make and white Ceramic tiles dado up to 7 ft. height.
- KITCHEN FITTINGS: Platform with Black Granite, finish with one Sink, C.P. Bib Cock all
 continental series of "Jaquar" make to fitted together with concealed pipe line. Kitchen shall
 have dado of 2' above the platform.
- 9. ELECTRICAL INSTALLATIONS: Internal and External Concealed copper wiring of adequate capacity shall be of Finolex / Havells or Equivalent make with adequate outlets, switches of "Modular", M.C.B or Equivalent make, calling bell for each unit and make with switches of ordinary make, calling bell for each unit. Power points in each toilets and Kitchen and each Bedroom will have one plug point, one TV point, one Fan point and two tube light points, one telephone point, one cable point and points for Air-Conditioners shall be extra charges.
- 10. WATER ARRANGEMENTS: Supply of water from K.M.C connected to underground reservoir, centrifugal pump connected to overhead reservoir.
- 11. LOBBY: Aesthetically and exclusively designed.
- 12. ELEVATOR: Of reputed make.
- 13. ELEVATION: All exterior walls including chajjas, bonds, cornises will have cement plaster (1:5) and shall be finished with cement based colour wash of standard make and selected shed special care for covering ext. pipes and maintain pleasing looks.
 - It is mutually decided between both the Parties that any extra specifications that the Second Party shall be providing to the Flat pertaining to Second Party's Allocated Flats, the same shall be provided to the Flat pertaining to First Party's Allocated Flats.

Blos wobonty.

14.





5th Schedule

FIRST PARTY ALLOCATION:

BLOCK B1:

1ST FLOOR: FLAT NO. A (SUPER BUILT UP AREA 1435 SQ. FT.)
1ST FLOOR: FLAT NO. C (SUPER BUILT UP AREA 1445 SQ. FT.)
2ND FLOOR: FLAT NO. B (SUPER BUILT UP AREA 1445 SQ. FT.)
2ND FLOOR: FLAT NO. D (SUPER BUILT UP AREA 1445 SQ. FT.)
3ND FLOOR: FLAT NO. A (SUPER BUILT UP AREA 1435 SQ. FT.)
3ND FLOOR: FLAT NO. B (SUPER BUILT UP AREA 1435 SQ. FT.)
3ND FLOOR: FLAT NO. C (SUPER BUILT UP AREA 1445 SQ. FT.)
3ND FLOOR: FLAT NO. D (SUPER BUILT UP AREA 1445 SQ. FT.)
4TH FLOOR: FLAT NO. B (SUPER BUILT UP AREA 1435 SQ. FT.)
4TH FLOOR: FLAT NO. B (SUPER BUILT UP AREA 1435 SQ. FT.)
4TH FLOOR: FLAT NO. C (SUPER BUILT UP AREA 1445 SQ. FT.)
4TH FLOOR: FLAT NO. C (SUPER BUILT UP AREA 1445 SQ. FT.)

BLOCK B2:

2ND FLOOR. FLAT NO. E (SUPER BUILT UP AREA 1330 SQ. FT.)

2ND FLOOR. FLAT NO. F (SUPER BUILT UP AREA 1385 SQ. FT.)

2ND FLOOR. FLAT NO. G (SUPER BUILT UP AREA 1470 SQ. FT.)

3ND FLOOR. FLAT NO. H (SUPER BUILT UP AREA 1210 SQ. FT.)

3ND FLOOR. FLAT NO. E (SUPER BUILT UP AREA 1530 SQ. FT.)

3ND FLOOR. FLAT NO. F (SUPER BUILT UP AREA 1385 SQ. FT.)

3ND FLOOR. FLAT NO. G (SUPER BUILT UP AREA 1470 SQ. FT.)

3ND FLOOR. FLAT NO. H (SUPER BUILT UP AREA 1210 SQ. FT.)

4TH FLOOR. FLAT NO. E (SUPER BUILT UP AREA 1385 SQ. FT.)

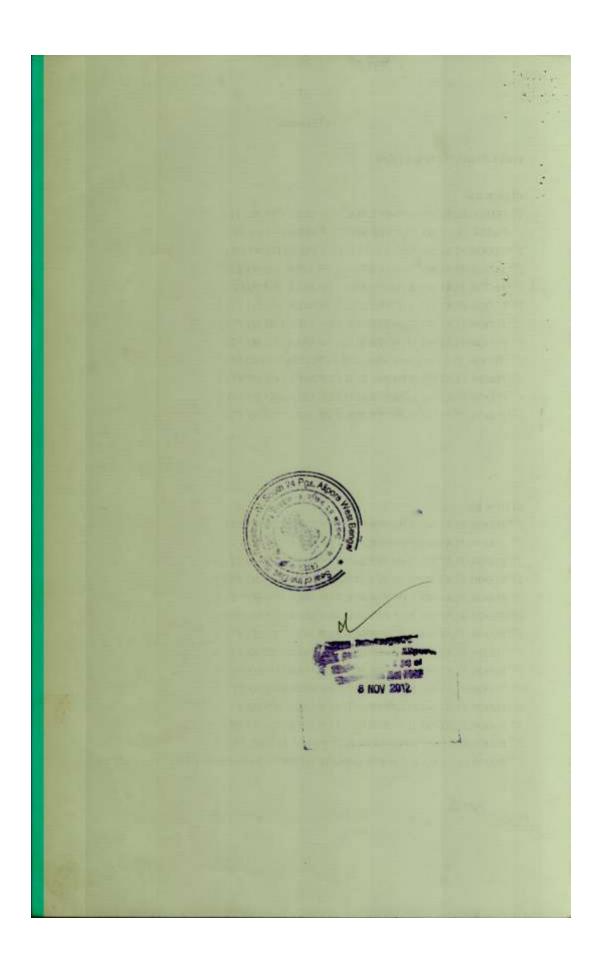
4TH FLOOR. FLAT NO. F (SUPER BUILT UP AREA 1470 SQ. FT.)

4TH FLOOR. FLAT NO. H (SUPER BUILT UP AREA 1470 SQ. FT.)

7TH FLOOR. FLAT NO. H (SUPER BUILT UP AREA 1470 SQ. FT.)

7TH FLOOR. FLAT NO. H (SUPER BUILT UP AREA 1470 SQ. FT.)

Blogarbart.



BLOCK A (COMMERCIAL):

GROUND FLOOR: SUPER BUILT UP AREA 1519 SQ. FT.
FIRST FLOOR: SUPER BUILT UP AREA 1519 SQ. FT.
SECOND FLOOR: SUPER BUILT UP AREA 1519 SQ. FT.

CAR PARKING (COVERED AND OPER):

If it is mutually decided to construct a Community hall in the ground floor of Block B1 & B2, then the 45% of the entire remaining area in the ground floor of Block B1 & B2 including open area and covered area shall be allocated to the First Party simultaneously with procurement of sanction plan.

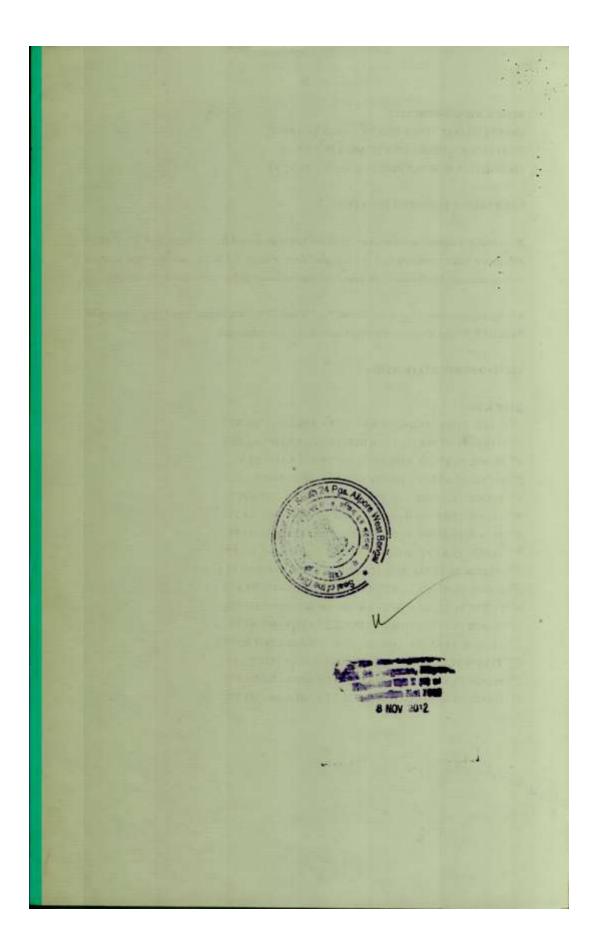
It is already understood that if the Second Party is unable to get a Ground Plus Seven Sanction for Block B1 & B2, the allocation of the First party shall remain unchanged.

SECOND PARTY ALLOCATION:

BLOCK BI:

1ST FLOOR: FLAT NO. B (SUPER BUILT UP AREA 1435 SQ. FT.) 15T FLOOR: FLAT NO. D (SUPER BUILT UP AREA 1445 SQ. FT.) 2ND FLOOR: FLAT NO. A (SUPERBUILT UP AREA 1435 SQ. FT.) 2ND FLOOR: FLAT NO. C (SUPER BUILT UP AREA 1445 SQ. FT) 5TH FLOOR: FLAT NO. A (SUPER BUILT UP AREA 1435 SQ.FT.) 5TH FLOOR: FLAT NO. B (SUPER BUILT UP AREA 1435 SQ. FT) 5TH FLOOR: FLAT NO. C (SUPER BUILT UP AREA 1445 SQ. FT) 5TH FLOOR: FLAT NO. D (SUPER BUILT UP AREA 1445 SQ. FT) 61H FLOOR: FLAT NO. A (SUPER BUILT UP AREA 1435 SQ.FT.) 6TH FLOOR: FLAT NO. B (SUPER BUILT UP AREA 1435 SQ. FT) 6TH FLOOR: FLAT NO. C (SUPER BUILT UP AREA 1445 SQ. FT) 6TH FLOOR: FLAT NO. D (SUPER BUILT UP AREA 1445 SQ. FT) 7TH FLOOR: FLAT NO. A (SUPER BUILT UP AREA 1435 SQ.FT.) 7TH FLOOR: FLAT NO. B (SUPER BUILT UP AREA 1435 SQ. FT) 7TH FLOOR: FLAT NO C (SUPER BUILT UP AREA 1445 SQ. FT) 7TH FLOOR: FLAT NO. D (SUPER BUILT UP AREA 1445 SQ. FT)

Photosbarly



BLOCK B2:

2.

- 15T FLOOR: FLAT NO. E (SUPER BUILT UP AREA 1530 SQ. FT)
- . 1ST FLOOR: FLAT NO. F (SUPER BUILT UP AREA 1385 SQ. FT.)
- 15T FLOOR: FLAT NO. G (SUPER BUILT UP AREA 1470 SQ. FT)
 - 15T FLOOR: FLAT NO. H (SUPER BUILT UP AREA 1210 SQ. FT.)
 - 5TH FLOOR: FLAT NO. E (SUPER BUILT UP AREA 1530 SQ. FT)
 - 5TH FLOOR: FLAT NO. F (SUPER BUILT UP AREA 1385 SQ. FT.)
 - 5TH FLOOR: FLAT NO. G (SUPER BUILT UP AREA 1470 SQ. FT)
 - 5TH FLOOR: FLAT NO. H (SUPER BUILT UP AREA 1210 SQ. FT.)
 - 6TH FLOOR: FLAT NO. E (SUPER BUILT UP AREA 1530 SQ. FT)
 - 6TH FLOOR: FLAT NO. F (SUPER BUILT UP AREA 1385 SQ. FT.)
 - 6TH FLOOR: FLAT NO. G (SUPER BUILT UP AREA 1470 SQ. FT)
 - 6TH FLOOR: FLAT NO. H (SUPER BUILT UP AREA 1210 SQ. FT.)
 - 7TH FLOOR: FLAT NO. E (SUPER BUILT UP AREA 1530 SQ. FT)
 - 7TH FLOOR FLAT NO. F (SUPER BUILT UP AREA 1385 SQ. FT.)
 - 7TH FLOOR: FLAT NO. H (SUPER BUILT UP AREA 1210 SQ. FT.) (PROPORTIONATE SHARE OF RESIDUE WITH FIRST PARTY)

BLOCK A:

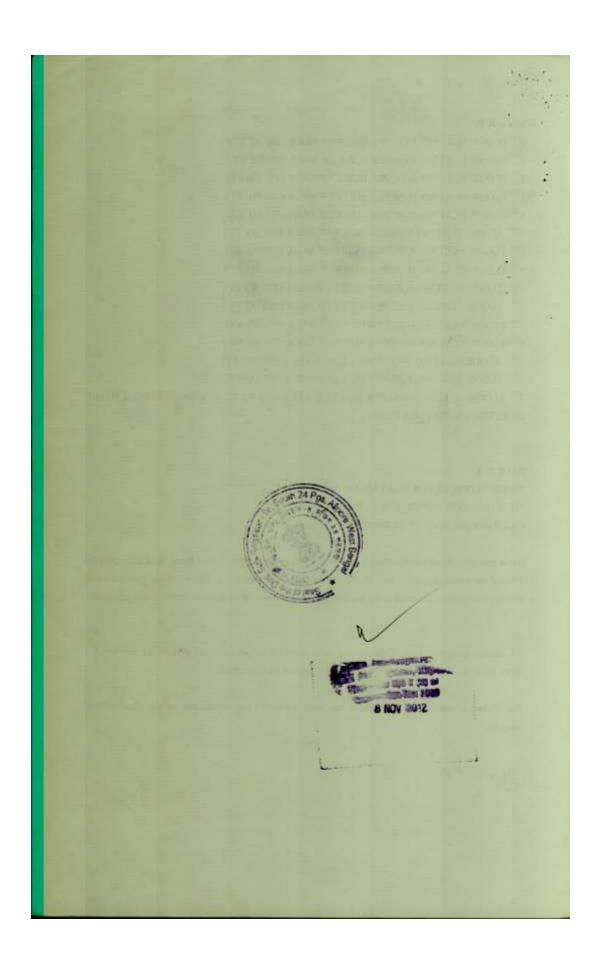
THIRD FLOOR: SUPER BUILT UP AREA 1519 SQ. FT. FOURTH FLOOR: SUPER BUILT UP AREA 1519 SQ. FT. CAR PARKING (COVERED AND OPER):

If it is mutually decided to construct a Community hall in the ground floor of Block B1 & B2, then the 55% of the entire remaining area in the ground floor of Block B1 & B2 including open area and covered area shall be allocated to the Second Party simultaneously with procurement of sanction plan.

It is already understood that if the Second Party is unable to get a Ground Plus Seven Sanction for Block B1 & B2, the allocation of the First party shall remain unchanged.

The allocation mentioned herein above has been mentioned and demarcated in the plan attached herewith.

Bhajjaderly



30. EXECUTION AND DELIVERY

30.1 In Witness whereof the Parties have executed this Agreement on the date mentioned above.

Ashimon Atomorphisms.

RAJWADA GROUP

Paymen Jayun

RAJWADA GROUP

RAJWADA GROUP
Refusal
Partner

First Party

M/s. Godawari Land & Real Estate (P) Ltd. 26/1, School Row, Kolkata – 700 025 Sri Ashwani Dhawan Sri Davinder Singh Both Directors (First Party) Second Party :
M/s. Rajwada Group
26, Mahamaya Mandir Road,
Kolkata - 700 084
[Second Party]

Witnesses :

Your heat Sigh

1 (YASHPREET SINGH)

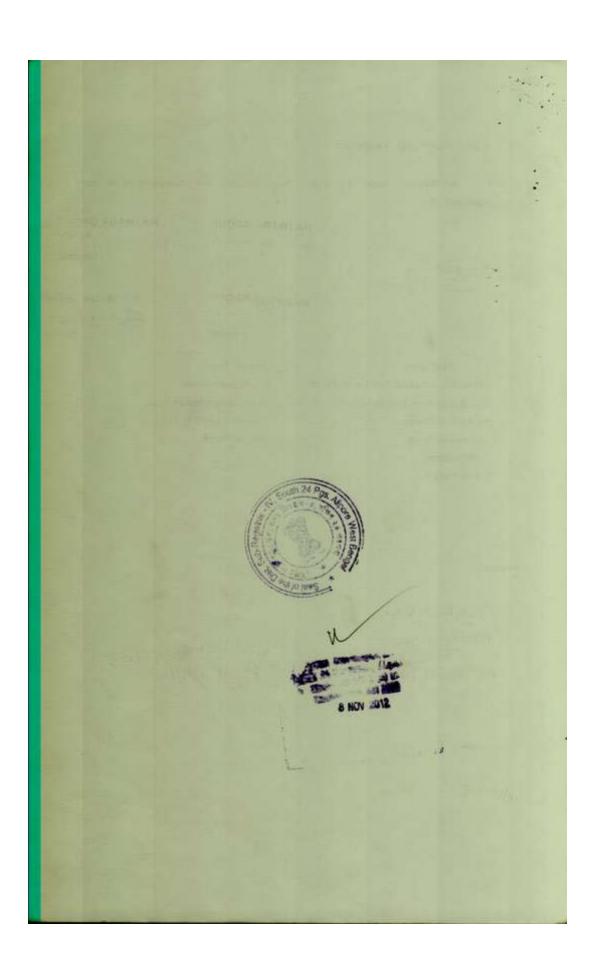
STO DAVINDER SINGH

261, SCHOOL POW

1652- 25

2 Some math chaptakants— Alipur a Possice Kat-27

Blestadoch-



MEMO OF CONSIDERATION

Godawari Land & Seal Edate Fvt. Ltd.

Ask. Discourse Vol. Director.

Date	Bank Name	Branch	Ch. No.	Amount	
14.05.10	Axis Bank	Garia, Kolkata	351787	10,00,000.00	
17.05.10	Axis Bank	Garia, Kolkata	351788	5,00,000.00	
09.06.10	Axis Bank	Garia, Kolkata	351795	10,00,000.00	
		T	OTAL.	25,00,000.00	

(Rupees Twenty five Lacs) only

IN PRESENCE OF:

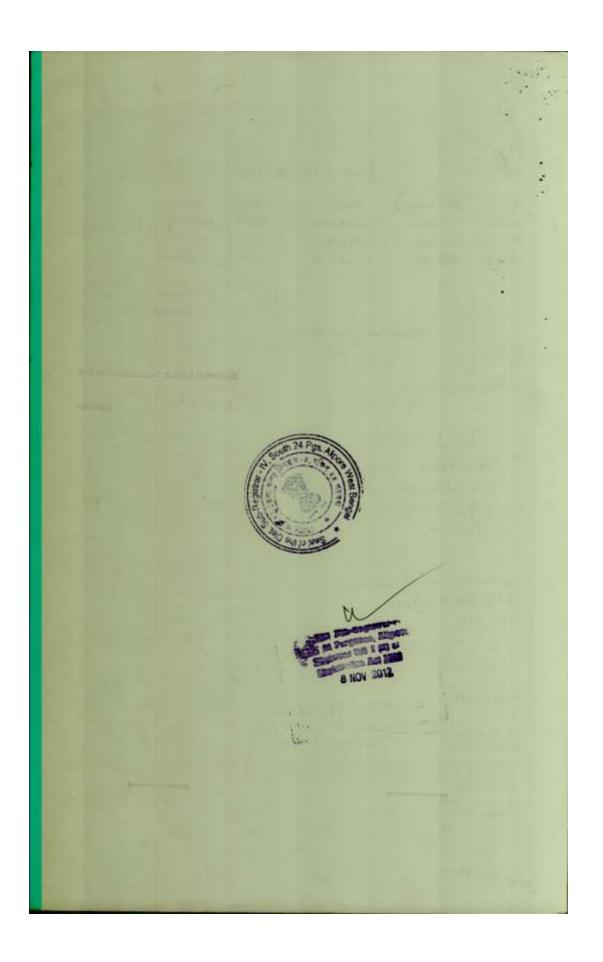
Your heat Soyl 17 (YASH PREET SINGH) Slo DAVINDER SINGH 20/1, SCHOOL PRI KO-25

2) Same north chapeaboats— Alique D. R. Office 1001-27

DRAFTED BY: Some nell bledgestral 7
Advocate Secon water (647/130)
Kellone - 200027
TYPED BY: (101-27
Second Secon

Blastantes .

Kolkata - 700 040.





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

NAME - RASE NORA XUMBR AGARWAR
SIGNATURE Rejendo XUMB AFALUN



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					6
Right Hand			6)		

NAME PARVEON ALARWAL
SIGNATURE PAINEM MAJAME



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					0
Right Hand		9			

NAME BILASH ACARUAL

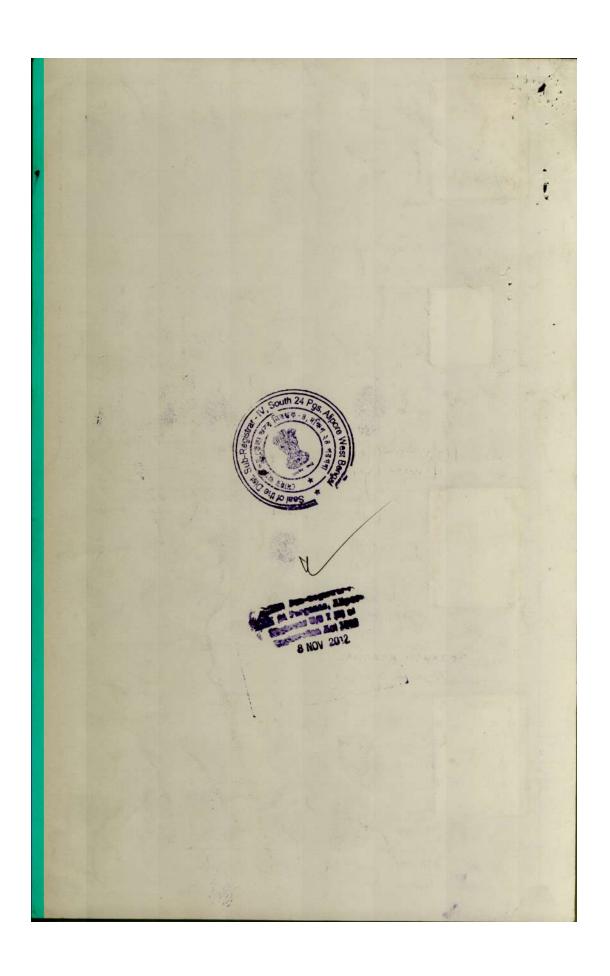
SIGNATURE BILLAS Agarmed



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand		9			
Right Hand		0		1	7

NAME - PASKUNAR AGAROJAC

SIGNATURE Riphung Agencol





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

NAME - ASHWANI DHAWAN SIGNATURE AShwan Dagoon



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					•
Right Hand				1	

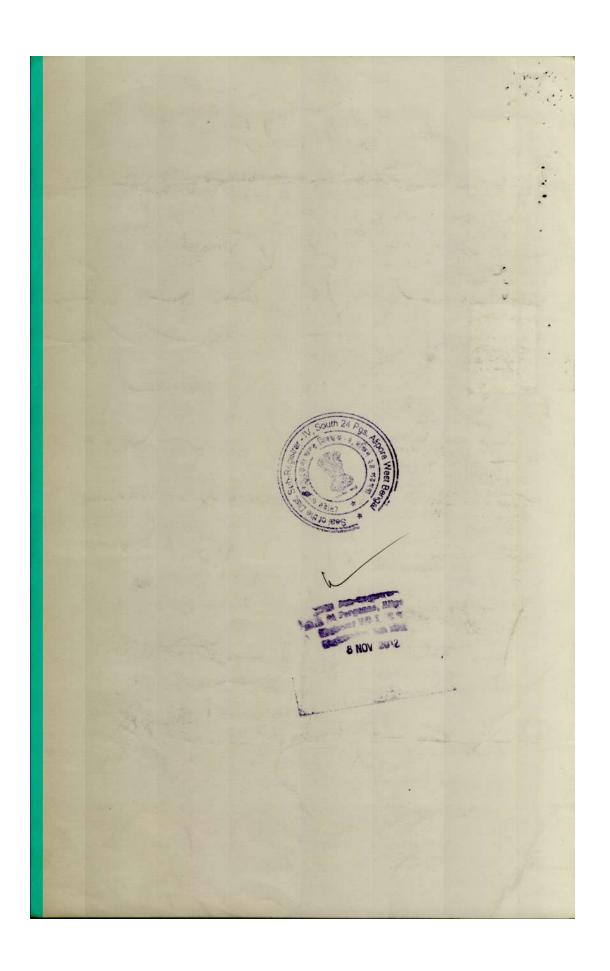
NAME - DAVINDER SINGH SIGNATURE DAVINDERSING

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

NAME	
SIGNATURE	

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

NAME		 	
SIGNATURE	***************************************	 ******	





Government Of West Bengal Office Of the D.S.R. - IV SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number: I - 08828 of 2012 (Serial No. 08769 of 2012)

On

Payment of Fees:

On 19/10/2012

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

Presented for registration at 14.05 hrs on :19/10/2012, at the Private residence by Ashwani Dhawan , one of the Executants.

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

Execution is admitted on 19/10/2012 by

Director, M/s Godawari Land & Real Estate Pvt Ltd, 26/1 School Row, P.O. :- ,District:-South 1. Ashwani Dhawan 24-Parganas, WEST BENGAL, India, Pin:-700025. , By Profession : Business

Director, M/s Godawari Land & Real Estate Pvt Ltd, 26/1 School Row, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin:-700025. , By Profession : Business

Partner, M/s Rajwada Group, 26 Mahamaya Mandir Rd, Thana:-Sonarpur, P.O. :- ,District:-South Rajendra Kumar Agarwal 24-Parganas, WEST BENGAL, India, Pin:-700084. By Profession: --

Partner, M/s Rajwada Group, 26 Mahamaya Mandir Rd, Thana:-Sonarpur, P.O. :- ,District:-South 4. Praveen Agarwal 24-Parganas, WEST BENGAL, India, Pin:-700084. By Profession : --

Partner, M/s Rajwada Group, 26 Mahamaya Mandir Rd, Thana:-Sonarpur, P.O. :- ,District:-South Bikash Agarwal 24-Parganas, WEST BENGAL, India, Pin:-700084. , By Profession : -

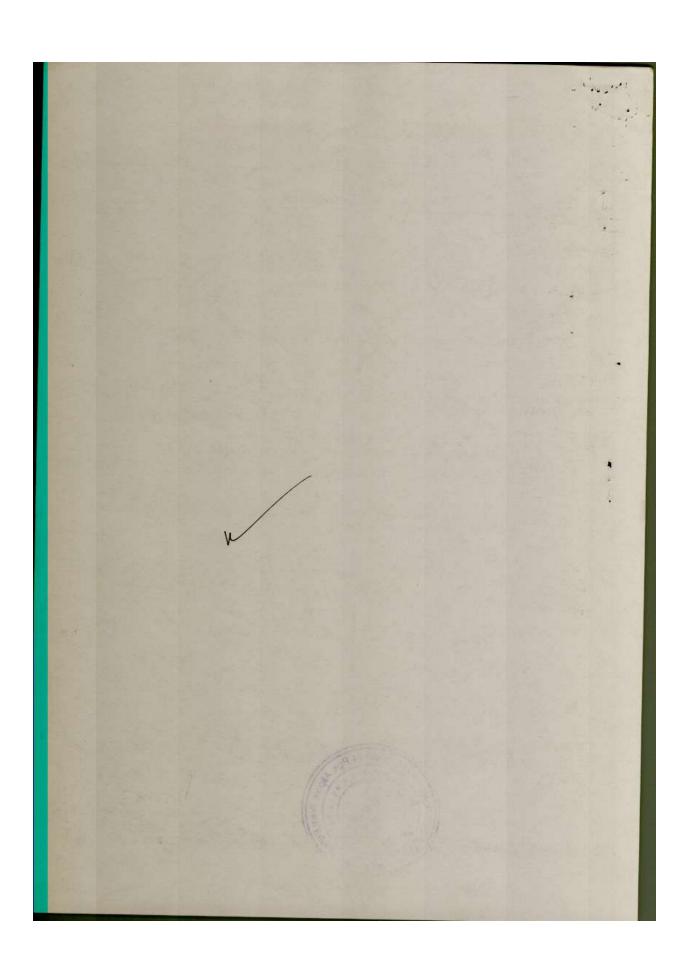
Partner, M/s Rajwada Group, 26 Mahamaya Mandir Rd, Thana:-Sonarpur, P.O. :- ,District:-South Raj Kumar Agarwal 24-Parganas, WEST BENGAL, India, Pin:-700084.

By Profession: -Identified By Yash Preet Singh, son of Davinder Singh, 26/1 School Row, P.O.:-, District:-South 24-Parganas, WEST BENGAL, India Pin 1/00025 By Caste: Hindu, By Profession: Business.

> (Ashoke Kumar Biswas) DISTRICT SUB-REGISTRAR-IV

EndorsementPage 1 of 3

08/11/2012 14:58:00





Government Of West Bengal Office Of the D.S.R. - IV SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number: I - 08828 of 2012

(Serial No. 08769 of 2012)

Executed by Attorney

Execution by

- Rajendra Kumar Agarwal, Representative of Partner, M/s Rajwada Group, 26 Mahamaya Mandir Rd, Thana:-Sonarpur, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084. ,as the constituted attorney of M/s Rajwada Group is admitted by him.
- Praveen Agarwal, Representative of Partner, M/s Rajwada Group, 26 Mahamaya Mandir Rd, Thana:-Sonarpur, P.O.:-, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700084. as the constituted attorney of M/s Rajwada Group is admitted by him.
 - Bikash Agarwal, Representative of Partner, M/s Rajwada Group, 26 Mahamaya Mandir Rd, Thana:-Sonarpur, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084. as the constituted attorney of M/s Rajwada Group is admitted by him.
- 4. Raj Kumar Agarwal, Representative of Partner, M/s Rajwada Group, 26 Mahamaya Mandir Rd, Thana:-Sonarpur, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084. ,as the constituted attorney of M/s Rajwada Group is admitted by him.

Identified By Yash Preet Singh, son of Davinder Singh, 26/1 School Row, P.O.:-, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700025, By Caste: Hindu, By Profession: Business.

(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV

On 06/11/2012

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.-3,16,20,505/-

Certified that the required stamp duty of this document is Rs.- 75001 /- and the Stamp duty paid as: Impresive Rs.- 500/-

> (Ashoke Kumar Biswas) DISTRICT SUB-REGISTRAR-IV

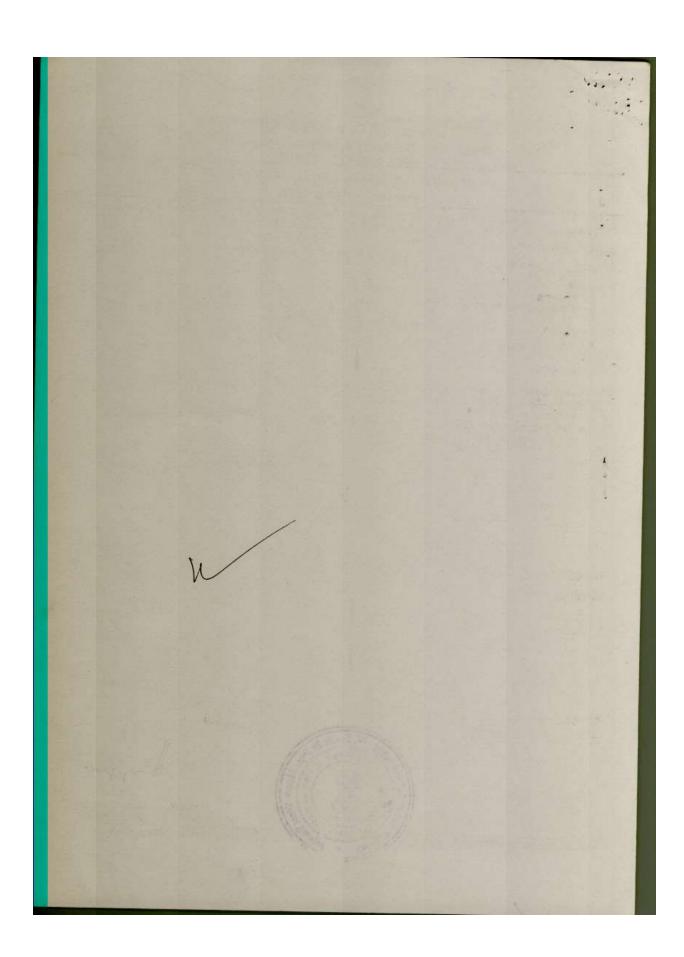
On 08/11/2012

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

Herry

(Ashoke Kumar Biswas) DISTRICT SUB-REGISTRAR-IV EndorsementPage 2 of 3

08/11/2012 14:58:00





Government Of West Bengal Office Of the D.S.R. - IV SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number: I - 08828 of 2012

(Serial No. 08769 of 2012)

.Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A. Article number: 5(f), 53 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

Amount By Cash

Rs. 82528.00/-, on 08/11/2012

(Under Article : E = 7/- H = 28/- M(b) = 4/- on 08/11/2012)

Deficit stamp duty

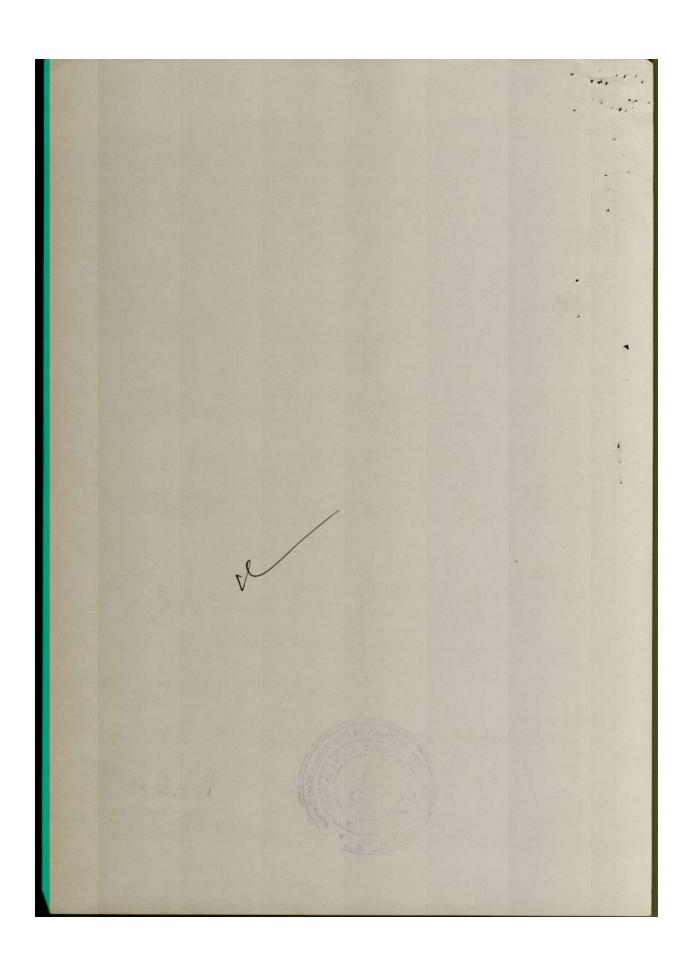
Deficit stamp duty

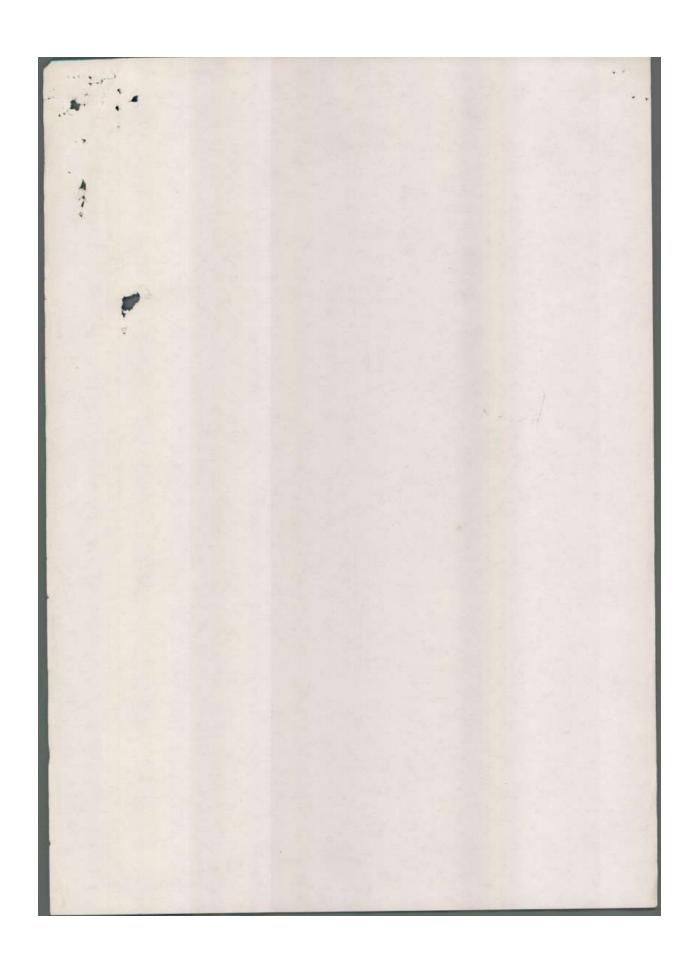
- 1. Rs. 39550/- is paid, by the draft number 577966, Draft Date 18/10/2012, Bank Name State Bank of India, MAHAMAYATALA, received on 08/11/2012
- 2. Rs. 35000/- is paid, by the draft number 578051, Draft Date 07/11/2012, Bank Name State Bank of India, MAHAMAYATALA, received on 08/11/2012

(Ashoke Kumar Biswas) DISTRICT SUB-REGISTRAR-IV



(Ashoke Kumar Biswas) DISTRICT SUB-REGISTRAR-IV EndorsementPage 3 of 3





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 30 Page from 3464 to 3503 being No 08828 for the year 2012.



(Ashoke Kumar Biswas) 08-November-2012 DISTRICT SUB-REGISTRAR-IV Office of the D.S.R. - IV SOUTH 24-PARGANAS West Bengal