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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

Me-1385/16 W 153025

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

[Signature]
 Additional Registrar
 of Assurances-1, Kolkata

14 JUN 2016

JOINT DEVELOPMENT AGREEMENT

1. Date: 13th June, 2016
2. Place: Kolkata
3. Parties:

3.1 EXULT REALTY PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 50, Jawahar Lal Nehru Road, P.S. Shakespeare Sarani, P.O. Little Russel Street, Kolkata - 700 071, Income Tax

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

GRN: 19-201617-000808648-1 Payment Mode Online Payment
GRN Date: 09/06/2016 15:04:18 Bank: BANK OF INDIA
BRN: 34943543 BRN Date: 09/06/2016 03:04:18

DEPOSITOR'S DETAILS

Id No. : 19011000213516/3/2016
[Query No./Query Year]
Name : IDEAL AURUM NIRMAN LLP
Contact No. : Mobile No. : +91 9830071626
E-mail :
Address : 50 jawaharlal nehru road
Applicant Name : Mr CHANDI SAMANTA
Office Name :
Office Address :
Status of Depositor : Buyer/Claimants
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 3

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	19011000213516/3/2016	Property Registration- Stamp duty	0030-02-103-003-02	75071
2	19011000213516/3/2016	Property Registration- Registration Fees	0030-03-104-001-16	110101

Total

185172

In Words : Rupees One Lakh Eighty Five Thousand One Hundred Seventy Two only

Permanent Account No. **AABCE8715C**, and represented by its Director, Mr. Srawan Kumar Himatsingka, son of Late D. N. Himatsingka, working for gain at 50, Jawahar Lal Nehru Road, P.S. Shakespeare Sarani, P.O. Little Russel Street, Kolkata - 700 071, hereinafter referred to as the "**Owner**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and/or assigns) of the **One Part**;

And

- 3.2 IDEAL AURUM NIRMAN LLP**, a Limited Liability Partnership formed and incorporated under the Limited Liability Partnership Act, 2008 having its registered office at 50, Jawahar Lal Nehru Road, P.S. Shakespeare Sarani, P.O. Little Russel Street, Kolkata - 700 071 and Income Tax Permanent Account No. **AAFFI7626H**, represented by its Designated Partner, Mr. Nakul Himatsingka, son of Srawan Kumar Himatsingka, working for gain at 50, Jawahar Lal Nehru Road, P.S. Shakespeare Sarani, P.O. Little Russel Street, Kolkata - 700 071, hereinafter referred to as the "**Developer**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and permitted assigns) of the **Other Part**:

The Owner and the Developer are hereinafter individually referred to as a "**Party**", and collectively as "**Parties**".

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

- 4. Subject Matter of Agreement:** This Agreement between the Owner and the Developer records the terms and conditions agreed upon by and between the Parties with regard to development of **ALL THAT** piece and parcel of land containing an area of 4.24 acres (equivalent to 256.52 cottahs), more or less, situate, lying at, comprised in and forming part of R.S. Dag Nos. 1949, 1950, 1953, 1954, 1955, 1959, 1992, 1993, 1994, 1995, 1996, 2000, 2001, 2002, 2003, 2006, 2007, 2008, 2011, 2013, 2016, 2017, 2057, 2072 and 2197, corresponding to L.R. Dag Nos. 2205, 2206, 2210, 2212, 2211, 2218, 2219, 2220, 2227, 2254, 2255, 2256, 2260, 2261, 2262, 2263, 2266, 2267, 2268, 2271, 2273, 2276, 2277, 2318, and 2334, L.R. Khatian No. 2129, Mouza Kumrakhali, J.L. No. 48, P.S. Sonarpur and P.O. Narendrapur, Holding No. 116, under Ward No. 27 of Rajpur-Sonarpur

Municipality, in the District of South 24-Parganas, in the State of West Bengal, more fully mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as "the said Property".

5. Representations, Warranties and Background

5.1 Owner's Representations: The Owner has represented and warranted to the Developer as follows:

5.1.1 Ownership of said Property: The Owner is the absolute lawful owner of the said Property.

5.1.2 Marketable Title: The right, title and interest of the Owner in the said Property is free from all encumbrances, mortgages, leases, charges, liens, trusts, attachments, claims, demands and liabilities and the Owner has a marketable title to the said Property.

5.1.3 Possession: The said Property in its entirety is in the khas, vacant, physical and absolute possession of the Owner and is enclosed in boundary walls on all four sides.

5.1.4 Mutation: The said Property has already been duly mutated in the name of the Owner in the office of the Block Land & Land Reforms Officer, Sonarpur.

5.1.5 Urban Land Ceiling: No Objection Certificate has been granted by the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976 in terms of Building Plan Sanction Rules of Rajpur-Sonarpur Municipality in respect of the said Property.

5.1.6 No Requisition or Acquisition: The said Property is not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise.

5.1.7 Taxes Paid: All bills received for property taxes payable to the Rajpur-Sonarpur Municipality including khajna / land revenue in respect of the

said Property have been paid by the Owner and at present there are no outstanding demands regarding the same.

- 5.1.8 **Custody of Title Deeds:** The original documents of title in respect of the said Property (hereinafter referred to as the "Original Title Documents") are in exclusive possession and custody of the Owner and no other person or entity has any right or entitlement in respect of the same.
- 5.1.9 **No Guarantee:** No guarantee and/or corporate guarantee that may affect the said Property in any manner at any time whatsoever has been given by the Owner.
- 5.1.10 **No Legal Proceedings:** No suits and/or other legal proceedings are pending regarding the said Property and there are no orders of Court or any other authority affecting the said Property and/or the right title and interest of the Owner herein.
- 5.1.11 **No Previous Agreement:** The Owner has not entered into any agreement, arrangement or understanding whatsoever with any person or entity for sale, transfer, lease, development or otherwise dealing with or disposing off the said Property or any part thereof and has not created any third party rights whatsoever.
- 5.1.12 **Authority:** The Owner has full right, power and authority to enter into this Agreement and there is no legal bar or impediment regarding the same.
- 5.2 **Developer's Representations:** The Developer has represented and warranted to the Owner as follows:
- 5.2.1 **Infrastructure, Expertise and Financial Capacity of Developer:** The Developer has necessary infrastructure and expertise in the field of construction and development of real estate as also the financial capacity and resources to successfully undertake, complete and finish within the agreed time the development of the said Property.

5.2.2 **No Abandonment:** The Developer shall not abandon, delay or neglect the Project in any manner and shall accord the necessary priority thereto.

5.2.3 **Authority:** The Developer has good right, full power and absolute authority to enter into this Agreement and appropriate resolutions / authorizations to that effect exist.

5.3 **Background:** The Developer has expressed its interest to take up the development of the said Property by construction of the New Buildings thereat and marketing and selling the Units and other rights therein ("**Project**"). Pursuant to the above, the Parties have agreed to the final terms and conditions for the Project, which are being recorded in this Agreement.

6. **Basic Understanding:**

6.1 **Agreement:** The Owner shall at its own costs make available to the Developer for the purpose of development, the said Property with a marketable title free from all encumbrances and liabilities whatsoever. The Developer shall at its own costs develop the said Property and construct New Buildings thereon in accordance with the plans ("**Building Plans**") to be sanctioned by the Rajpur-Sonarpur Municipality as a residential building with specified areas, amenities and facilities to be enjoyed in common ("**New Building**") as per mutually agreed specifications in the manner envisaged in this Agreement. The saleable constructed spaces/apartments/flats and other rights in the New Building ("**Units**") shall be transferable in favour of intending buyers ("**Transferees**"). The term 'Transferees' shall also include the Owner and the Developer in respect of any Unit(s) that may be retained by them respectively.

6.2 **Developer to have exclusive development right:** For the purposes of construction and commercial exploitation, the Owner is hereby granting to the Developer an exclusive right and authority to construct the New Building and take all steps in terms of this Agreement.

7. **Appointment and Commencement**

- 7.1 **Appointment and Acceptance:** The Parties hereby accept the Basic Understanding between them as recorded in clause 6 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Consequent thereto, the Owner hereby appoints the Developer as the developer of the said Property with exclusive right to execute the Project in accordance with this Agreement. The Developer hereby accepts the said appointment by the Owner.
- 7.2 **Commencement and Tenure:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed or till this Agreement is terminated in the manner stated in this Agreement.
- 7.3 **Possession:** Simultaneously with the execution of this Agreement the said Property shall remain under the joint possession of the Owner and the Developer. The Developer shall be entitled to carry out survey, soil testing and other development related works at the said Property. Vacant physical and exclusive possession of the said Property shall be handed over to the Developer for the purpose of development in terms of this Agreement at a mutually agreed time.
8. **Sanction, Approvals and Construction**
- 8.1 **Sanction & Approvals:** The building plans have already been prepared and applied for sanction by the Owner to the Rajpur - Sonarpur Municipality at its own cost in consultation with its Architects. The Developer agrees to expeditiously take steps and obtain sanction of the said plans from the Rajpur - Sonarpur Municipality in a manner such that the maximum permissible area is sanctioned along with obtaining all other sanctions, approvals, permissions, clearances, consents, no objections, registrations, licences, etc. (collectively "**Approvals**") required for the Project and for commencement of the construction of the New Building. All costs, charges, expenses, outgoings and fees for the Approvals (including development fee, sanction fee, etc) shall be borne and paid by the Developer. However, in case of any Approvals being necessary because of modifications/changes being made in any Unit at the request of the Transferees of such Unit, then the costs, charges, expenses, outgoings and fees for the same shall

be borne and paid by the concerned Transferee. If at any time additional/further constructions become permissible on the said Property due to change in any law or Building Rules or otherwise, then such additional/further constructions shall be made by the Developer at its own costs. The Developer shall sell such additional/further constructions and the sale proceeds thereof shall be shared by the Owner and the Developer in the ratio mentioned in clauses 11.2 and 11.3 below, respectively.

- 8.2 **Architects and Consultants:** The Architects and consultants for the Project have been appointed by the Owner and the other consultants, if required, can be appointed by the Developer. All balance fees, costs, charges and expenses payable to them shall be paid by the Developer. In this respect it is agreed that the contracts and/or agreements entered into by and between the Owner and the said Architect shall be final and binding upon the Developer too as if the Developer was originally a party to such contracts / agreements in place of the Owner.
- 8.3 **Demolition of Existing Structures and Removal of Debris:** Within three months from the date of sanction of the Building Plans, the Developer shall at its own costs complete the demolition of the existing structures at the said Property and remove and/or dispose of the materials, salvage, debris, etc. so that the site is in an appropriate condition to commence construction of the New Building.
- 8.4 **Construction of New Building:** Subject to the sanction of the Building Plans and any other Approvals necessary for commencement of construction, the Developer shall commence and complete construction of the New Building at its own costs and expenses in accordance with the sanctioned Building Plans and the specifications contained in the **SECOND SCHEDULE** hereunder written and the Units made fit for habitation within the time mentioned in clause 8.5 below.
- 8.5 **Completion Time:** The Developer shall, at its own costs and expenses, construct, erect and complete the New Building in accordance with the Building Plan and the mutually agreed specifications within a period of 48 (forty-eight) months from the date of receiving all Approvals necessary for commencement of construction ("**Completion Time**"). For any delay thereafter not attributable to Force Majeure, the Developer shall be entitled to a further period of 12 (twelve) months from the date of expiry of the Completion Time ("**Grace Period**").

- 8.6 **Common Portions:** The Developer shall at the Developer's own costs, construct and/or install and/or make available in the New Building, the common areas, amenities and facilities (collectively "**Common Portions**").
- 8.7 **Building Materials:** The Developer shall be authorized to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities required for the construction of the New Building.
- 8.8 **Temporary Connections:** The Developer shall at its own costs be authorized in the name of the Owner to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use any existing electricity and water connection at the said Property the costs whereof shall be borne by the Developer.
- 8.9 **Co-operation:** Neither Party shall indulge in any activities that may be detrimental to the development of the said Property and/or may affect the mutual interest of the Parties. Both parties shall provide all cooperation that may be necessary for successful completion of the Project.
9. **Custody of Original Title Documents:** The Parties agree that the Original Title Deeds shall be held by the Owner during the term of this Agreement. The Owner agrees to provide inspection of all such Original Title Documents to the Developer and/or any person authorized by the Developer as and when required and also to provide certified or other copies at the cost of the Developer. The Owner further agrees that the Owner shall without any let or delay deposit all or such of the Original Title Documents with the Financiers, as and when requested by the Developer.
10. **Powers of Attorney:** Simultaneously with the execution of this Agreement, the Owner has granted to the Developer and/or its nominees, necessary Powers of Attorney for the purpose of, inter alia, obtaining sanction of the said Building Plans together with all necessary Approvals for the Project and entering into Agreements for Sale and executing and registering Deeds of Conveyance in respect

of sale of the proportionate undivided share in the land of the said property attributable to each Units and/or other saleable spaces in the New Building.

11. Allocation of Revenues of Saleable Constructed Spaces in the New Building:

11.1 Sale Proceeds: The sale proceeds from the sale of total saleable constructed spaces in the New Building upon development of the said Project together with an undivided indivisible impartible proportionate share and/or interest in the Land and the Common Portions ("**Sale Proceeds**") shall be allocated between the parties as mentioned below. It is clarified that the amounts receivable by the Developer under clauses 19.1 are not part of the Sale Proceeds and the same shall belong only to the Developer without the Owner having any share therein.

11.2 Owner's Allocation of Sale Proceeds: The Owner's Allocation of Sale Proceeds shall mean 30 (thirty) per cent of the Sale Proceeds.

11.3 Developer's Allocation of Sale Proceeds: The Developer's Allocation of Sale Proceeds shall mean 70 (seventy) per cent of the Sale Proceeds.

12. Financials:

12.1 Project Finance: The Developer may arrange for financing of the Project (**Project Finance**) from any Bank / Financial Institution / NBFC / Private Equity Fund (**Financier**). After sanction of the Building Plans and obtaining of Approvals required for commencement of construction, the Owner shall at the request of the Developer execute Power of Attorney/s in favour of the Developer, provide corporate guarantee and also sign other documents, as may be required by the Developer for obtaining such Project Finance. The Owner shall also at the request of the Developer deposit the Original Title Documents of the said Property with the Financier as security for the purpose of Project Finance in the manner that the Financier shall not have any right or lien in respect of the Owner's Allocation of Sale Proceeds. For the aforesaid purpose, the Owner may join as consenting party (if required by the Financier) to create a mortgage/charge in favour of the Financier for availing such Project Finance Provided That the Owner shall not have any liability whatsoever to repay the loans obtained by the Developer and/or any interest, penalty or other amounts relating to the same (collectively **Project**

Finance Liability) and the Developer hereby indemnifies and agrees to keep indemnified the Owner against any claim, liability or loss whatsoever relating to Project Finance/ Project Finance Liability. The Developer undertakes to make timely payment of the Project Finance Liability without any default and in a manner that neither the Project nor the sales of the constructed spaces therein are adversely affected.

- 12.2 The Transferees of constructed spaces in the New Building shall be entitled to obtain housing loans from Banks/Financial Institutions subject to the terms and conditions of the Agreement for Sale to be executed in their favour.
- 12.3 **Deposit:** Simultaneously with the execution of this Agreement, the Developer has deposited with the Owner an interest free refundable sum of Rs.1,00,00,000/- (Rupees One Crore only). The Developer shall deposit with the Owner such further interest free refundable sum as may be mutually agreed in writing between the Developer and the Owner. The term "Deposit" in this Agreement shall mean and refer to the total aggregate amount of all such interest free refundable sums that may be paid from time to time by the Developer to the Owner and the same shall be refunded by the Owner to the Developer upon completion of the said Project or as mutually agreed.
- 12.4 **Service Tax:** The service tax relating to development and construction shall be paid and borne solely by the Developer who shall comply with the applicable provisions regarding the same and keep the Owner indemnified in this regard. The service tax in respect of the sale of the Units to the Transferees shall be collected by the Developer from the Transferees. Deposit of such Service Tax with the concerned authority in accordance with law in respect of the sale of the Units to the Transferees and complying with applicable provisions regarding the same shall be the responsibility of the Developer.
- 12.5 **Marketing Costs & Brokerage:** The costs for marketing including cost of marketing materials and brokerage, if any, shall be paid entirely by the Developer.
- 12.6 **Project Development & Revenue:** The Developer shall have the exclusive right and entitlement to market / advertise / promote the entire Project including the right to sell, transfer and otherwise dispose-off any Units and/or other

constructed areas or spaces, Parking Spaces, commercial spaces (if any) and other facilities comprised in the Project on such terms and conditions and at such prices as may be decided from time to time by the Owners and the Developer, jointly.

- 12.6.1 The Developer shall be entitled to receive all consideration / allotment money / advance consideration, etc. in its own name in respect of sale / lease of the Units and other areas comprised in the Project and give receipts thereof and transfer ownership, possession, use or occupation of any such Units and/or spaces structures and other facilities on behalf of the Owner to the persons intending to purchase the same.
- 12.6.2 The Parties hereby agree that all booking amounts, advances and sale proceeds received by the Developer for the sale, lease and/or Transfer otherwise of the Units comprised in the Project shall be appropriated and shared by the Parties in the ratio mentioned in clause 11.2 and 11.3 above, save and except the receipts on account of (i) all payments made by the Transferees as reimbursement of service tax and other taxes, as may be applicable, (ii) all payments made by the Transferees towards payment of legal fees, stamp duties and registration charges for registration of their respective Agreement for Sale and Deed of Conveyance, corpus deposits and/or sinking funds for maintenance, deposits / expenses for formation of the Association and Maintenance Organisation, Common Expenses, municipal taxes and deposits for the same, deposits and expenses for purchase, installation and maintenance of the common installations and facilities, charges / costs / expenses for additional work requested by any Transferee in his Unit, charges, out-pocket expenses and fees payable for changes / regularization / completion under the Applicable Law and rules, etc., (iii) all payments made by the Transferees towards installation and maintenance of any facility in the Project for common enjoyment, and (iv) all security deposits paid by any person / tenant in case of grant of lease / leave and license / any other non-permanent right of use of Project spaces (all hereinafter collectively referred to as "the **Excluded Receipts**"), which shall be exclusively received by the Developer for use of the respective purposes for which they are received.
- 12.6.3 Refunds of any amount to any Transferee shall be at the first instance made by the Developer and thereafter to be adjusted from the amounts payable to the Owner.

- 12.6.4 At the end of every month, the proportionate amount of the Owner's Allocation of Sale Proceeds out of the total monthly receipts (excluding the Excluded Receipts) shall be transferred to a designated bank account of the Owner.
- 12.6.5 Service Tax, V.A.T., Sales Tax, etc. and all other taxes, impositions or levies, as may be imposed or levied by any Statutory or Governmental Body or authority upon the development of the Said Property or matters connected therewith (Taxes), if any, relating to the development and construction of the Project shall be paid and borne solely by the Developer who shall comply with the applicable provisions regarding the same and keep the Owners indemnified in this regard. The Taxes in respect of the sale of the Units to the transferees shall be collected by the Developer from the transferees. Deposit of such Taxes with the concerned authority in accordance with law in respect of the sale of the Units to the transferees and complying with applicable provisions regarding the same shall be the responsibility of the Developer.
- 12.6.6 After completion of development of the Project, the parties shall carry out final reconciliation of accounts of the Project and pay or receive suitable adjustment amounts, to or from each other. Apart from the share or dues of Owners in the sale proceeds of the Project, the Owners shall have no other share or interest in any other head or account arising out of the development of the Said Property.
- 13. Retention of Units by Parties and transfer of Units to Transferees:**
- 13.1 **Retaining of Units by Parties:** Either Party may at its option intimate to the other party its desire to retain/acquire any Unit that is unsold at the relevant time at the market price prevalent at that time for sale of Units in the Project. In such an event such party shall have a right of first purchase and shall make payment of the sale consideration for such Unit as also the payments under clause 19.1 in the same manner as any other Transferee.
- 13.2 **Transfer in favour of Transferees:** The Units in the New Building shall be sold and transferred in favour of the Transferees by initially entering into Agreements for Sale and ultimately transferring title by registered Deeds of Conveyance. Both the Owner and the Developer shall be parties in all such Agreements and Deeds of Conveyance. The costs of such Agreements and Deeds of Conveyance including

stamp duty and registration fees (including deficit stamp duty and registration fees) and all legal fees and expenses incidental or related thereto shall be borne and paid by the respective Transferees.

- 14. Municipal Taxes and Outgoings:** All Municipal rates, taxes and outgoings (collectively **Rates**) in respect of the said Property relating to the period (i) upto the date of this Agreement shall be borne, paid and discharged by the Owner (ii) from the date of this Agreement shall be borne, paid and discharged by the Developer, and (iii) thereafter from the date of grant of the Completion Certificate or notice of possession, whichever is earlier, the Rates shall be borne, paid and discharged by the respective Transferees.

15. Access and Post Completion Maintenance:

- 15.1 Notice of Completion:** Upon the construction of the New Building being completed to the extent necessary for giving access for internal finishing of Units therein as per the certificate from the Architects, the Developer shall give a written notice to the Owner/Transferee and the date of such notice shall be deemed to be the Completion Date though Common Portions may be incomplete at that time and though the Completion / Occupancy Certificate from the Rajpur-Sonarpur Municipality shall be obtained subsequently after completion of Common Portions by the Developer.
- 15.2 Access for fit out:** Access to any Unit shall be made over to the Transferees for fit-outs only after both the Owner and the Developer have received their respective share of the Sale Consideration and other amounts receivable in respect of such Unit.
- 15.3 Maintenance:** The parties shall frame a scheme for the management and maintenance of the New Building. Initially the maintenance of the New Building including the Common Portions shall be looked after by the Developer who shall be entitled to collect the costs and service charges for the same ("**Maintenance Charges**"). At an appropriate stage the Developer shall hand over the maintenance to a body constituted / formed at the instance of the Developer and the Transferees shall be represented on such body.

16. Principal Obligations of Developer:

- 16.1 Payment of Deposit:** The Developer shall ensure timely deposit of any further amount that may be mutually agreed in writing to be deposited by the Developer with the Owner in terms of clause 12.3.
- 16.2 Completion of construction for access within Completion Time:** The Developer shall complete the construction of the New Building to the extent necessary for giving notice under clause 15.1 above within the Completion Time Provided. However that in case of revised sanction, the time required for revision shall be added.
- 16.3 Obligations subsequent to Completion:** The Developer shall complete the Common Portions and make available utilities like electricity, water, sewerage, drainage etc. at appropriate time.
- 16.4 Completion Certificate from the Rajpur-Sonarpur Municipality:** The Developer shall take steps and obtain at its own costs the Completion Certificate from the Rajpur-Sonarpur Municipality as soon as possible. The Developer shall thereafter obtain drainage/sewerage connection required to be obtained after the Completion Certificate.
- 16.5 Compliance with Laws:** The Developer shall execute the Project and make construction of the New Building in conformity with the prevailing laws, rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the responsibility of the Developer to ensure proper compliance.
- 16.6 Involvement of other consultants, etc.:** The Developer shall be responsible for development and construction of the New Building with the help of the Architects as also all other consultants, professional bodies, contractors, etc. The Owner shall be consulted and kept informed.
- 16.7 Specifications:** The Developer shall construct the new building as per the specifications mentioned in the **SECOND SCHEDULE** hereunder written and such other specifications as may be agreed with the Owner.

- 16.8 **Adherence by Developer:** The Developer has assured the Owner that it shall implement the terms and conditions of this Agreement and shall adhere to the stipulations of time limits in terms of this Agreement.
- 16.9 **Construction at Developer's Risk and Cost:** The Developer shall construct and complete the New Building at its own cost, risk and responsibility including for planning, designing and sanction of building plan. The Developer shall be responsible and liable to Government, Rajpur-Sonarpur Municipality and other authorities concerned for any loss or for any claim arising from such construction and hereby indemnifies and agrees to keep indemnified the Owner against any claims, losses or damages for any default or failure or breach on the part of the Developer.
- 16.10 **Tax Liabilities:** All project liabilities for taxes, levies, duties, etc. in relation to the development and construction of the New Building/Project, including sales tax, value added tax, service tax, works contract tax and all other rates and taxes shall be paid by the Developer. With regards the tax payable by the Owner on the income arising out of transfer of the Units in the New Building, the same shall be payable by the Owner in respect of the Owner's Allocation and shall be payable by the Developer in respect of the Developer's Allocation.
- 16.11 **Approvals for Construction:** It shall be the responsibility of the Developer to obtain Approvals required from various Government authorities to commence, execute and complete the Project.
- 16.12 **Responsibility for Marketing:** All saleable constructed spaces in the New Building shall be marketed and sold by the Developer who shall decide the marketing strategy, budget, selection of publicity material, media etc. The Developer shall discuss the marketing strategy with the Owner and consider its views.
- 16.13 **Assignment:** The Owner hereby agrees that the Developer shall with prior written approval of the Owner be entitled to transfer and/or assign this Agreement or any rights or benefits hereunder to any third party provided such

third party agrees to honor this Agreement in place and stead of the Developer on the same terms and conditions, as herein contained.

- 16.14 **Stamp Duty and Registration Fee:** The Developer shall pay and bear the entire amount of Stamp Duty and the registration fee payable in respect of this Development Agreement and the Powers of Attorney granted pursuant hereto.

17. Principal Obligations of Owner

- 17.1 **Title:** The Owner shall ensure that its title to the said Property continues to remain marketable and free from all encumbrances, liabilities and restrictions and is approved for grant of Project Finance. The Owner shall remain liable to rectify defects, if any, in the title at its own costs.
- 17.2 **Co-operation with Developer:** The Owner undertakes to fully co-operate with the Developer for obtaining all Approvals required for development of the said Property.
- 17.3 **Documentation and Information:** The Owner undertakes to provide the Developer with necessary documentation and information relating to the said Property as may be required by the Developer from time to time.
- 17.4 **No Obstruction to Developer:** The Owner covenants not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions and/or exercising its rights and entitlements under this Agreement.
- 17.5 **No Dealing with the said Property:** The Owner hereby covenants not to let out, grant lease, mortgage and/or charge the said Property or any portion thereof save in the manner envisaged by this Agreement.
- 17.6 **Adherence by Owner:** The Owner has assured the Developer that it shall implement the terms and conditions of this Agreement and shall adhere to the stipulations of time limits in terms of this Agreement.

18. Indemnity

- 18.1 **By the Developer:** The Developer hereby indemnifies and agrees to keep the Owner saved, harmless and indemnified of from and against any and all losses, damages and/or liabilities (whether criminal or civil) suffered by the Owner relating to the development and/or to the construction of the New Building and arising from any breach of this Agreement by the Developer and/or arising from any breach, default or violation of any law, permission, rules, regulations or by-laws relating to development and construction and/or arising out of any accident or negligence during development and construction.
- 18.2 **By Owner:** The Owner hereby indemnifies and agrees to keep the Developer saved, harmless and indemnified of from and against any and all losses, damages and/or liabilities (whether criminal or civil) suffered by Developer relating to the ownership and title of the said Property and arising from any breach of this Agreement by the Owner and/or arising from any defect in title of the Said Property and/or arising from any of the Representations of the Owner being incorrect.

19. Miscellaneous

- 19.1 **Developer to Collect Additional Payments & Deposits:** The Developer shall be entitled to collect in respect of all Units of the New Building all additional charges, expenses and/or deposits. These shall include corpus deposit/sinking fund, deposit/expenses for formation of the Maintenance Company, Common Expenses, Maintenance Charges and deposits for the same, Municipal Taxes and deposits for the same, deposits demanded by the electric supply authority and other agencies, Project Advocates' Fees, charges for additional work and amenities that may be provided, charges, out pocket expenses and fees payable for changes/regularization/ completion under applicable Rules or provisions, etc. It is clarified that the aforesaid additional charges, expenses and/or deposits shall belong exclusively to the Developer and shall not be included as part of Sale Proceeds. The Owner agrees that if any air-conditioning charges are taken from the Transferees, then the same shall belong exclusively to the Developer and no part thereof shall be claimed or demanded by and/or payable to the Owner.

- 19.2 **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions, correspondence and agreements between the Parties, written, oral or implied.
- 19.3 **Validity:** The parties are executing this Agreement as a legally binding contract with intent to be bound by the terms hereof. If any term or provision herein contained shall be held to be invalid or unenforceable, the same shall not affect the validity or enforceability of the other provisions of this Agreement and the parties shall endeavor to replace such term or provision with a valid and enforceable term or provision which corresponds best to the original intention.
- 19.4 **Custody:** The Developer shall be entitled to the custody of this Agreement.
- 19.5 **Essence of the Contract:** The Owner and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 19.6 **No Partnership:** The Owner and the Developer have entered into this Agreement purely on a 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.
- 19.7 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights. A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a future occasion.
- 19.8 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 19.9 **Name of New Building:** The New Building shall be named as "IDEAL AURUM", or as mutually decided by the parties.
- 19.10 **No Transfer at present:** Nothing in these presents shall be construed as a transfer, demise, assignment or conveyance in law of the said Property or any part thereof to the Developer by the Owner. No transfer of any title is intended to be or

is being made by virtue of this Agreement. The transfer of title is intended to and shall take place only after Completion of the New Building.

20. Defaults / Termination:

20.1 Prior to grant of all Approvals required for commencement of construction including sanction of Building Plan, this Agreement may be cancelled in the following circumstances:

a) In the event of there being any defect in title or any encumbrances in respect of the said Property, the Developer shall have the option to cancel this Agreement by giving notice by Speed Post with Acknowledgement Due to the Owner.

b) In the event of the Building Plans not being sanctioned and all Approvals required for commencement of construction not being received within 24 (twenty-four) months from the date of this Agreement for any reason whatsoever, the Owner shall be entitled to cancel this Agreement by giving notice by Speed Post with Acknowledgement Due to the Developer.

20.2 In event of termination under clause 20.1(a) or (b), the Deposit amount shall be refunded by the Owner to the Developer within 30 days of receipt of notice of termination. In event of termination under clause 20.1(a) the Owner shall also pay to the Developer the expenses and costs incurred at actuals by the Developer till that time within 30 days of receipt of notice of termination. The Developer shall hand over the possession of the said Property to the Owner simultaneously with receipt of the Deposit and the expenses (if applicable).

20.3 Save as mentioned in clause 20.1, none of the Parties shall be entitled to cancel or rescind this Agreement without recourse to arbitration. In the event of any default on the part of either Party, the other Party shall be entitled to sue the Party in default for specific performance of this Agreement. Damages may be claimed by a Party in addition to specific performance. However, if there is any delay in implementing the Project except due to force majeure (explained in clause 21 below), the same shall be justified by the Developer to the Owner to its

satisfaction or otherwise a penalty shall be imposed, which shall be decided by arbitration.

21. Force Majeure

21.1 Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise from and is not attributable to any act, omission, breach or violation by such Party of any of its obligations under this Agreement but which arises from, or is attributable to Acts of God, natural calamities, accidents, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightening, 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, labor unrest or other industrial action, terrorist action, civil commotion, non-availability/shortage of construction material, delays due to municipal elections, any legislation, regulation, ruling or omissions (including delay or failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any Government or Court orders.

21.2 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 inform the other Party in writing of the event of Force Majeure specifying the nature and extent of the circumstances giving rise to the event/s of force majeure. Similar notice in writing shall also be given upon cessation of the Force Majeure event. Subject to written notifications as above with proof of service, neither Party 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 upon occurrence and cessation of any event constituting Force Majeure be extended by the same period as the period of Force Majeure event.

22. Amendment/Modification: The parties may add to, alter, amend and/or modify this Agreement or any part hereof in such manner as may be mutually agreed in writing provided however it shall not be necessary to register such writing. 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.

23. **Notice:** Any notice or other written communication given under or in connection with this Agreement may be delivered by hand against written acknowledgment, or sent by facsimile transmission with proof of proper transmission, or sent by registered post with acknowledgement due to the address of the relevant Party mentioned in this agreement or such other address as may be notified in writing by each Party from time to time.
24. **Arbitration:** Any dispute or difference between the parties hereto arising out of and/or relating to and/or concerning the said Property and/or this Agreement or any term or condition herein contained and/or relating to interpretation thereof shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The parties have agreed that the Arbitrator shall have summary powers and may make or give interim orders, awards and/or directions. The Arbitrator shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law but shall give reasons for the award. The Award(s) made by the Arbitrator shall be final and the parties agree to be bound by the same.
25. **Jurisdiction:** In connection with the aforesaid arbitration proceedings, the Courts at Calcutta only shall have exclusive jurisdiction to receive, entertain, try and determine all actions and proceedings.
26. **Rules of Interpretation:**
- 26.1 **Statutes:** In this Agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statutory provision shall be construed

as including references to all statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statutory provision.

- 26.2 **Number:** In this Agreement, any reference to singular includes plural and vice-versa.
- 26.3 **Gender:** In this Agreement, words denoting any gender including all other genders.
- 26.4 **Party:** In this Agreement, any reference to a Party is to a party to this Agreement.
- 26.5 **Clause or Paragraph:** In this Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a reference to a clause or paragraph or schedule (as the case may be) of this Agreement and the schedules form part of and are deemed to be incorporated in this Agreement .
- 26.6 **Including:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 26.7 **Headings:** In this Agreement, the headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.
27. **Schedules:**

THE FIRST SCHEDULE ABOVE REFERRED TO:

..(Description of the said Property)

ALL THAT piece and parcel of land containing an area of 4.24 acres (equivalent to 256.52 cottahs), more or less, situate, lying at, comprised in and forming part of R.S. Dag Nos. 1949, 1950, 1953, 1954, 1955, 1959, 1992, 1993, 1994, 1995, 1996, 2000, 2001, 2002, 2003, 2006, 2007, 2008, 2011, 2013, 2016, 2017, 2057, 2072 and 2197, corresponding to L.R. Dag Nos. 2205, 2206, 2210, 2212, 2211, 2218, 2219, 2220, 2227, 2254, 2255, 2256, 2260, 2261, 2262, 2263, 2266, 2267, 2268, 2271, 2273, 2276, 2277, 2318, and 2334, R.S. Khatian Nos. 383, 741, 373, 378, 460, 612, 437, 744, 745, 1522, 438, 1144, 1145, 1116, 1115, 141, 423, 1292, 416, 1571, 1287, 1209, 418, 308, 325/2, 468 and 1293, L.R. Khatian No. 2129, Mouza Kumrakhali, J.L. No. 48, P.S. Sonarpur and

P.O. Narendrapur, Holding No. 116, under Ward No. 27 of Rajpur-Sonarpur Municipality, in the District of South 24-Parganas, in the State of West Bengal, particulars whereof are more particularly mentioned in the table below:

Sl. No.	R.S. Dag No.	L.R. Dag No.	Classification	Area (in dec.)
1.	1949	2205	Multistoried Building	26.00
2.	1950	2206	Multistoried Building	31.00
3.	1953	2210	Multistoried Building	18.00
4.	1954	2211	Multistoried Building	7.00
5.	1955	2212	Multistoried Building	14.00
6.	1959	2220	Multistoried Building	16.00
7.	1992	2254	Multistoried Building	30.00
8.	1993	2218	Multistoried Building	3.00
9.	1994	2219	Multistoried Building	3.00
10.	1995	2255	Multistoried Building	31.00
11.	1996	2256	Multistoried Building	89.00
12.	2000	2260	Multistoried Building	19.00
13.	2001	2261	Multistoried Building	12.00
14.	2002	2262	Multistoried Building	3.00
15.	2003	2263	Danga	10.00
16.	2006	2266	Danga	4.00
17.	2007	2267	Danga	19.00
18.	2008	2268	Multistoried Building	12.00
19.	2011	2271	Multistoried Building	35.00
20.	2013	2273	Danga	4.00
21.	2016	2276	Danga	2.00
22.	2017	2277	Danga	3.00
23.	2057	2318	Multistoried Building	27.00
24.	2072	2334	Multistoried Building	3.00
25.	2197	2227	Multistoried Building	3.00
TOTAL				424.00 (4.24 acres)

THE SECOND SCHEDULE ABOVE REFERRED TO:
(Specifications)

Superstructure	: RCC Structure.
Walls	: RCC / Brick Work. Internal: POP/ Wall Putty. Common Area: Paint. External: Paint.
Windows	: Aluminium windows with grills.
Doors	: Wooden Doorframe, Flush doors with accessories.
Kitchen	: Tiles flooring with granite top platform Ceramic tiles dado (up to 2 feet above platform)
Toilets	: Concealed plumbing system using standard materials. Ceramic sanitary ware with C.P. fittings. Ceramic tiles flooring and ceramics tiles on walls upto door height.
Flooring	: Tiles in the living rooms. Marble/Tiles/Stones in all Common Portions including the stairs. Tiles in the bed room.
Electricals	: PVC conduit pipes with copper wiring. 15 and 5 Amp points in the living room, dining room, bed rooms, family rooms, bath rooms and kitchen. Telephone point in the living room. TV point in the living room and all bed rooms.
Water Supply / Sewerage System	: 24 hours water supply from borewell / Rajpur-Sonarpur Municipality / STP / WTP/ RHT. Sewerage/Drainage system from the Block to the main sewerage system.

Air Conditioning : In all bed rooms (at extra cost)

28. Execution and Delivery

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

For EXULT REALTY PVT. LTD.

S.K. Hunsicker
DIRECTOR

Owner

IDEAL AURUM NIRMAN LLP

Nars (atp)
DESIGNATED PARTNER

Developer

Witnesses:

Signature *S. Roy*

Name *Saptanshi Roy*

Father's Name *S.K. Roy*

Address *15, Old Post Office Street - Kol-01*

Signature *Amalan Saha*

Name *AMLAN SAHA*

Father's Name *Mr. S. N. Saha*

Address *50, P.L. Nandan Rd., Kol-71*







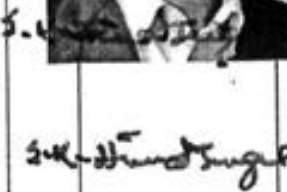





















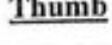
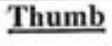

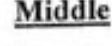


Drafted by :-

Saptanshi Roy
Advocate

High Court at Calcutta

Enrollment No. - F/1621/2011

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signature of the executants and/or purchaser/presentants						
		Left Hand					
		<u>Little</u>	<u>Ring</u>	<u>Middle</u>	<u>Fore</u>	<u>Thumb</u>	
		Right Hand					
		<u>Thumb</u>	<u>Fore</u>	<u>Middle</u>	<u>Ring</u>	<u>Little</u>	
		Left Hand					
		<u>Little</u>	<u>Ring</u>	<u>Middle</u>	<u>Fore</u>	<u>Thumb</u>	
		Right Hand					
		<u>Thumb</u>	<u>Fore</u>	<u>Middle</u>	<u>Ring</u>	<u>Little</u>	
		Left Hand					
		<u>Little</u>	<u>Ring</u>	<u>Middle</u>	<u>Fore</u>	<u>Thumb</u>	
		Right Hand					
		<u>Thumb</u>	<u>Fore</u>	<u>Middle</u>	<u>Ring</u>	<u>Little</u>	





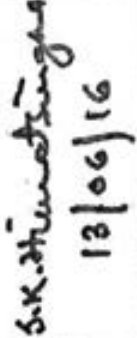



Government of West Bengal

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

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

Signature / LTI Sheet of Query No/Year 19011000213516/2016

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr SRAWAN KUMAR HIMATSINGKA 50, JAWHAR LAL NEHRU ROAD, P.O:- LITTLE RUSSEL STREET, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700071	Representative of Land Lord [EXULT REALTY PVT LTD]		 2936	 13/06/16
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Mr NAKUL HIMATSINGKA 50, JAWHAR LAL NEHRU ROAD, P.O:- LITTLE RUSSEL STREET, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700071	Representative of Developer [IDEAL AURUM NIRMAN LLP]		 2937	 13/06/16

Sl No.	Name and Address of identifier	Identifier of	Signature with date
1	Mr CHANDI SAMANTA Son of Late KALIPADA SAMANTA SULAHGORI, P.O:- GHUNI, P.S:- New Town, District:-North 24- Parganas, West Bengal, India, PIN - 700157	Mr SRAWAN KUMAR HIMATSINGKA, Mr NAKUL HIMATSINGKA	<i>Chandi Samanta</i> 13/08/16



(Sujan Kumar Maity)

ADDITIONAL REGISTRAR
OF ASSURANCE

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

Kolkata, West Bengal



भारतीय विशिष्ट पहचान प्राधिकरण
भारत सरकार
Unique Identification Authority of India
Government of India



তালিকাভুক্তির নম্বর/Enrolment No.: 2017/25089/08637

Date: 24/03/2016

Chandi Samanta (চন্ডি সামন্ট)

S/O: Kalipada Samanta, sulongori, GHUNI, Hatiara,
North 24 Parganas,
West Bengal - 700157

আপনার আধার সংখ্যা/Your Aadhaar No.:

7133 7332 9475



আমার আধার, আমার পরিচয়



1947



help@uidai.gov.in



www.uidai.gov.in

- আধার সারা দেশে মান্য
- আধার আধারের জন্য আপনার একবারই তালিকাভুক্তি করার আবশ্যিকতা আছে।
- অনুগ্রহ করে আপনার বর্তমান মোবাইল নম্বর এবং ই-মেইল ঠিকানা পরীক্ষিত করুন। এতে ভবিষ্যতে আপনার বিভিন্ন সুবিধা পাওয়া সহজ হবে।

তথ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়
- পরিচয়ের প্রমাণ অনলাইন অথেন্টিকেশন দ্বারা লাভ করুন
- এটা এক ইলেক্ট্রনিক প্রক্রিয়ায় তৈরী পত্র

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

Chandi Samanta

Signature Not Verified

Digitally signed by Chandi Samanta
UNIQUE IDENTIFICATION AUTHORITY OF INDIA
Date: 2016.03.24 14:42:02 IST

- Aadhaar is valid throughout the country.
- You need to enrol only once for Aadhaar.
- Please update your mobile number and e-mail address. This will help you to avail various services in future.



भारत सरकार
GOVERNMENT OF INDIA



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA



চন্ডি সামন্ট
Chandi Samanta
জন্মতারিখ/ DOB: 02/12/1949
পুরুষ / MALE



ঠিকানা:

এস/ও: কালিপদ সামন্ট,
শুলংগরী, ঘুনি, হাতিয়ারা,
উত্তর ২৪ পরগনা,
পশ্চিম বঙ্গ - 700157

Address:

S/O: Kalipada Samanta,
sulongori, GHUNI, Hatiara, North
24 Parganas,
West Bengal - 700157

7133 7332 9475

7133 7332 9475

আমার আধার, আমার পরিচয়

MERA AADHAAR, MERI PEHACHAN

Seller, Buyer and Property Details

A. Land Lord & Developer Details

Presentant Details	
SL No.	Name and Address of Presentant
1	Mr SRAWAN KUMAR HIMATSINGKA 50, JAWHAR LAL NEHRU ROAD, P.O:- LITTLE RUSSEL STREET, P.S:- Shakespeare Sarani, District:- Kolkata, West Bengal, India, PIN - 700071

Land Lord Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	EXULT REALTY PVT LTD 50, JAWHAR LAL NEHRU ROAD, P.O:- LITTLE RUSSEL STREET, P.S:- Shakespeare Sarani, District:- Kolkata, West Bengal, India, PIN - 700071 PAN No. AABCE8715C.; Status : Organization; Represented by representative as given below:-
1(1)	Mr SRAWAN KUMAR HIMATSINGKA 50, JAWHAR LAL NEHRU ROAD, P.O:- LITTLE RUSSEL STREET, P.S:- Shakespeare Sarani, District:- Kolkata, West Bengal, India, PIN - 700071 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India.; Status : Representative; Date of Execution : 13/06/2016; Date of Admission : 13/06/2016; Place of Admission of Execution : Pvt. Residence

Developer Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	IDEAL AURUM NIRMAN LLP 50, JAWAHAR LAL NEHRU ROAD, P.O:- LITTLE RUSSEL STREET, P.S:- Shakespeare Sarani, District:- Kolkata, West Bengal, India, PIN - 700071 PAN No. AAFI7626H,; Status : Organization; Represented by representative as given below:-
1(1)	Mr NAKUL HIMATSINGKA 50, JAWHAR LAL NEHRU ROAD, P.O:- LITTLE RUSSEL STREET, P.S:- Shakespeare Sarani, District:- Kolkata, West Bengal, India, PIN - 700071 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,; Status : Representative; Date of Execution : 13/06/2016; Date of Admission : 13/06/2016; Place of Admission of Execution : Pvt. Residence

B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	Mr CHANDI SAMANTA Son of Late KALIPADA SAMANTA SULAHGORI, P.O:- GHUNI, P.S:- New Town, District:-North 24-Parganas, West Bengal, India, PIN - 700157 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India,	Mr SRAWAN KUMAR HIMATSINGKA, Mr NAKUL HIMATSINGKA	

C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Kumrakhali	RS Plot No:- 1949 , RS Khatian No:- 383	26 Dec	5,000/-	69,33,326/-	Proposed Use: Bastu, ROR: Bastu, Property is on Road
L2	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Kumrakhali	RS Plot No:- 1950 , RS Khatian No:- 741	31 Dec	5,000/-	82,66,658/-	Proposed Use: Bastu, ROR: Bastu, Property is on Road

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L3	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR- SONARPUR, Mouza: Kumrakhali	LR Plot No:- 2210 , LR Khatian No:- 2129	18 Dec	5,000/-	47,99,995/-	Proposed Use: Bastu, ROR: Bastu, Property is on Road
L4	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR- SONARPUR, Mouza: Kumrakhali	RS Plot No:- 1954 , RS Khatian No:- 373	7 Dec	5,000/-	18,66,665/-	Proposed Use: Bastu, ROR: Bastu, Property is on Road
L5	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR- SONARPUR, Mouza: Kumrakhali	LR Plot No:- 2212 , LR Khatian No:- 2129	14 Dec	5,000/-	37,33,330/-	Proposed Use: Bastu, ROR: Bastu, Property is on Road
L6	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR- SONARPUR, Mouza: Kumrakhali	RS Plot No:- 1993 , RS Khatian No:- 378	3 Dec	5,000/-	7,99,999/-	Proposed Use: Bastu, ROR: Bastu, Property is on Road
L7	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR- SONARPUR, Mouza: Kumrakhali	RS Plot No:- 1994 , RS Khatian No:- 460	3 Dec	5,000/-	7,99,999/-	Proposed Use: Bastu, ROR: Bastu, Property is on Road
L8	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR- SONARPUR, Mouza: Kumrakhali	LR Plot No:- 2254 , LR Khatian No:- 2129	30 Dec	5,000/-	79,99,992/-	Proposed Use: Bastu, ROR: Bastu, Property is on Road
L9	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR- SONARPUR, Mouza: Kumrakhali	LR Plot No:- 2220 , LR Khatian No:- 2129	16 Dec	5,000/-	42,66,662/-	Proposed Use: Bastu, ROR: Bastu, Property is on Road
L10	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR- SONARPUR, Mouza: Kumrakhali	RS Plot No:- 1996 , RS Khatian No:- 612	89 Dec	5,000/-	2,37,33,310/-	Proposed Use: Bastu, ROR: Bastu, Property is on Road

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L11	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Kumrakhali	RS Plot No:- 2000 , RS Khatian No:- 437	19 Dec	5,000/-	50,66,662/-	Proposed Use: Bastu, ROR: Bastu, Property is on Road
L12	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Kumrakhali	RS Plot No:- 2001 , RS Khatian No:- 744	12 Dec	5,000/-	31,99,997/-	Proposed Use: Bastu, ROR: Bastu, Property is on Road
L13	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Kumrakhali	LR Plot No:- 2262 , LR Khatian No:- 2129	3 Dec	5,000/-	7,99,999/-	Proposed Use: Bastu, ROR: Bastu, Property is on Road
L14	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Kumrakhali	LR Plot No:- 2263 , LR Khatian No:- 2129	10 Dec	5,000/-	26,66,664/-	Proposed Use: Bastu, ROR: Danga, Property is on Road
L15	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Kumrakhali	RS Plot No:- 2006 , RS Khatian No:- 745	4 Dec	5,000/-	10,66,666/-	Proposed Use: Bastu, ROR: Danga, Property is on Road
L16	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Kumrakhali	RS Plot No:- 2007 , RS Khatian No:- 1522	19 Dec	5,000/-	50,66,662/-	Proposed Use: Bastu, ROR: Danga, Property is on Road
L17	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Kumrakhali	RS Plot No:- 2008 , RS Khatian No:- 438	12 Dec	5,000/-	31,99,997/-	Proposed Use: Bastu, ROR: Bastu, Property is on Road
L18	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Kumrakhali	RS Plot No:- 2197 , RS Khatian No:- 1144	3 Dec	5,000/-	11,20,001/-	Proposed Use: Bastu, ROR: Bastu, Property is on Road

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L19	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Kumrakhali	RS Plot No:- 2011 , RS Khatian No:- 1145	35 Dec	5,000/-	93,33,324/-	Proposed Use: Bastu, ROR: Bastu, Property is on Road
L20	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Kumrakhali	RS Plot No:- 2057 , RS Khatian No:- 1116	27 Dec	5,000/-	71,99,993/-	Proposed Use: Bastu, ROR: Bastu, Property is on Road
L21	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Kumrakhali	RS Plot No:- 1995 , RS Khatian No:- 1115	31 Dec	5,000/-	82,66,658/-	Proposed Use: Bastu, ROR: Bastu, Property is on Road
L22	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Kumrakhali	LR Plot No:- 2334 , LR Khatian No:- 2129	3 Dec	5,000/-	7,99,999/-	Proposed Use: Bastu, ROR: Bastu, Property is on Road
L23	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Kumrakhali	LR Plot No:- 2277 , LR Khatian No:- 2129	3 Dec	5,000/-	7,99,999/-	Proposed Use: Bastu, ROR: Danga, Property is on Road
L24	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Kumrakhali	RS Plot No:- 2016 , RS Khatian No:- 423	2 Dec	5,000/-	5,33,333/-	Proposed Use: Bastu, ROR: Danga, Property is on Road
L25	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Kumrakhali	RS Plot No:- 2013 , RS Khatian No:- 1293	4 Dec	5,000/-	10,66,666/-	Proposed Use: Bastu, ROR: Danga, Property is on Road

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	EXULT REALTY PVT LTD	IDEAL AURUM NIRMAN LLP	26	100
L2	EXULT REALTY PVT LTD	IDEAL AURUM NIRMAN LLP	31	100

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L3	EXULT REALTY PVT LTD	IDEAL AURUM NIRMAN LLP	18	100
L4	EXULT REALTY PVT LTD	IDEAL AURUM NIRMAN LLP	7	100
L5	EXULT REALTY PVT LTD	IDEAL AURUM NIRMAN LLP	14	100
L6	EXULT REALTY PVT LTD	IDEAL AURUM NIRMAN LLP	3	100
L7	EXULT REALTY PVT LTD	IDEAL AURUM NIRMAN LLP	3	100
L8	EXULT REALTY PVT LTD	IDEAL AURUM NIRMAN LLP	30	100
L9	EXULT REALTY PVT LTD	IDEAL AURUM NIRMAN LLP	16	100
L10	EXULT REALTY PVT LTD	IDEAL AURUM NIRMAN LLP	89	100
L11	EXULT REALTY PVT LTD	IDEAL AURUM NIRMAN LLP	19	100
L12	EXULT REALTY PVT LTD	IDEAL AURUM NIRMAN LLP	12	100
L13	EXULT REALTY PVT LTD	IDEAL AURUM NIRMAN LLP	3	100
L14	EXULT REALTY PVT LTD	IDEAL AURUM NIRMAN LLP	10	100
L15	EXULT REALTY PVT LTD	IDEAL AURUM NIRMAN LLP	4	100
L16	EXULT REALTY PVT LTD	IDEAL AURUM NIRMAN LLP	19	100
L17	EXULT REALTY PVT LTD	IDEAL AURUM NIRMAN LLP	12	100
L18	EXULT REALTY PVT LTD	IDEAL AURUM NIRMAN LLP	3	100
L19	EXULT REALTY PVT LTD	IDEAL AURUM NIRMAN LLP	35	100
L20	EXULT REALTY PVT LTD	IDEAL AURUM NIRMAN LLP	27	100
L21	EXULT REALTY PVT LTD	IDEAL AURUM NIRMAN LLP	31	100
L22	EXULT REALTY PVT LTD	IDEAL AURUM NIRMAN LLP	3	100
L23	EXULT REALTY PVT LTD	IDEAL AURUM NIRMAN LLP	3	100
L24	EXULT REALTY PVT LTD	IDEAL AURUM NIRMAN LLP	2	100
L25	EXULT REALTY PVT LTD	IDEAL AURUM NIRMAN LLP	4	100

D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	CHANDI SAMANTA
Address	10, OLD POST OFFICE STREET, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001
Applicant's Status	Solicitor firm

Office of the A.R.A. - I KOLKATA, District: Kolkata
Endorsement For Deed Number : I - 190104566 / 2016

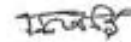
Query No/Year	19011000213516/2016	Serial no/Year	1901004337 / 2016
Deed No/Year	I - 190104566 / 2016		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Mr SRAWAN KUMAR HIMATSINGKA	Presented At	Private Residence
Date of Execution	13-06-2016	Date of Presentation	13-06-2016

Remarks

On 02/06/2016

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 11,33,86,556/-



(Sujan Kumar Maity)

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

On 13/06/2016

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

Presented for registration at 15:10 hrs on : 13/06/2016, at the Private residence by Mr SRAWAN KUMAR HIMATSINGKA ..

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

Execution is admitted on 13/06/2016 by

Mr SRAWAN KUMAR HIMATSINGKA DIRECTOR, EXULT REALTY PVT LTD, 50, JAWAHAR LAL NEHRU ROAD, P.O:- LITTLE RUSSEL STREET, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700071 Mr SRAWAN KUMAR HIMATSINGKA, Son of , 50, JAWHAR LAL NEHRU ROAD, P.O: LITTLE RUSSEL STREET, Thana: Shakespeare Sarani, , Kolkata, WEST BENGAL, India, PIN - 700071, By caste Hindu, By profession Business

Indetified by Mr CHANDI SAMANTA, Son of Late KALIPADA SAMANTA, SULAHGORI, P.O: GHUNI, Thana: New Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700157, By caste Hindu, By Profession Service

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

Execution is admitted on 13/06/2016 by

Mr NAKUL HIMATSINGKA PARTNER, IDEAL AURUM NIRMAN LLP, 50, JAWAHAR LAL NEHRU ROAD, P.O:- LITTLE RUSSEL STREET, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700071 Mr NAKUL HIMATSINGKA, Son of , 50, JAWHAR LAL NEHRU ROAD, P.O: LITTLE RUSSEL STREET, Thana: Shakespeare Sarani, , Kolkata, WEST BENGAL, India, PIN - 700071, By caste Hindu, By profession Business

Indetified by Mr CHANDI SAMANTA, Son of Late KALIPADA SAMANTA, SULAHGORI, P.O: GHUNI, Thana: New Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700157, By caste Hindu, By Profession Service



(Sujan Kumar Maity)

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

On 14/06/2016

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,10,101/- (B = Rs 1,09,989/- ,E = Rs 28/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,10,101/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

1. Rs. 1,10,101/- is paid, by online on 09/06/2016 3:04AM with Govt. Ref. No. 192016170008086481 on 09-06-2016, Bank: BANK Of INDIA (BKID0004000), Ref. No. 34943543 on 09/06/2016, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,071/- and Stamp Duty paid by

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

1. Rs. 75,071/- is paid, by online on 09/06/2016 3:04AM with Govt. Ref. No. 192016170008086481 on 09-06-2016, Bank: BANK Of INDIA (BKID0004000), Ref. No. 34943543 on 09/06/2016, Head of Account 0030-02-103-003-02

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

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



(Sujan Kumar Maity)

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

DATED THIS 13th DAY OF June 2016

BETWEEN

EXULT REALTY PVT. LTD. ... Owner

AND

IDEAL AURUM NIRMAN LLP ... Developer

DEVELOPMENT AGREEMENT

FOX & MANDAL,
Advocates,
12, Old Post Office Street,
Kolkata - 700 001.

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1901-2016, Page from 154584 to 154627
being No 190104566 for the year 2016.



Digitally signed by SUJAN KUMAR
MAITY
Date: 2016.06.15 16:30:11 +05:30
Reason: Digital Signing of Deed.

(Sujan Kumar Maity) 15/06/2016 16:30:10
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
West Bengal.

(This document is digitally signed.)