

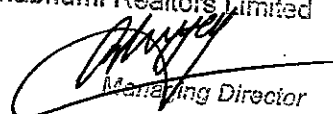
behalf the Owner shall be liable to pay interest on the outstanding at the rate of 18% per annum for the period from the last due date of payment up to payment in full. The Developer will also collect the service charges for the common facilities from its nominee(s) till such time the Association is formed.

ARTICLE IX - OBLIGATIONS OF THE DEVELOPER:

- 9.1 Execution of the Project shall be in conformity with the prevailing rules and by-laws of all concerned authorities and State Government/Central Government bodies.
- 9.2 The Developer shall be responsible for planning, designing development and construction of the Project with the help of professional bodies, contractors, etc.
- 9.3 The Developer has assured the Owner that they shall implement the terms and conditions of this Agreement strictly without any violation.
- 9.4 The Developer shall construct the Project at its own cost and responsibility. The Developer shall alone be responsible and liable to Government, Municipality, Panchayet and other authorities concerned as also to all the labourers, staff and employees engaged by it and shall alone be liable for any loss or for any claim arising from such construction and shall indemnify the Owner against any claims, loss or damages for any default or failure or breach on the part of the Developer.
- 9.5 All tax liabilities in relation to the construction, namely sales tax, GST and other dues shall be paid by the Developer subject to the condition that all statutory levies including Service Tax, GST and any other taxes as may be applicable for allocation of the Owners' Allocation in terms of the Agreement shall be entirely on account of the Owner.
- 9.6 The costs of marketing and publicity/advertisement campaigns shall be shared and borne by the developer and in the event the marketing is done for owners allocation the owner shall bear the cost of such marketing in proportionately as agreed herein but the marketing strategy, budget, selection of publicity material, media etc. shall be decided by the Developer. However it will be discussed with the owner as well before taking the final decision.

ARTICLE X - OBLIGATIONS OF OWNER AND CONFIRMING PARTY:

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- 10.1 The Owner and Confirming Party jointly and severally undertake to fully cooperate with the Developer for obtaining all permissions required for development of the said Land.
- 10.2 The Owner and Confirming Party undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 10.3 The Owner shall provide the Developer with any and all documentation and information relating to the said Land as may be required by the Developer from time to time.
- 10.4 The Developer shall undertake to obtain necessary permissions and clearances required under the Urban Land Ceiling Act and the West Bengal Land Reforms Act, wherein the owner shall cooperate.
- 10.5 The Owner shall not do any act, deed or thing whereby the Developer may be prevented from discharging their functions under this Agreement.
- 10.6 The Owner hereby covenant not to cause any interference or hindrance in the construction and development of the Project.
- 10.7 The Owner hereby covenant not to transfer, grant lease, mortgage and/or charge the Land or any portions thereof save in the manner envisaged by this Agreement.
- 10.8 The Owner hereby agree and covenant with the Developer not to do any act deed or thing whereby the Developer is prevented from developing, constructing, completing, selling, assigning and/or disposing of any part or portion of the constructed area or saleable area.
- 10.9 The Owner and the Confirming Party hereby agree, undertake and covenant with the Developer that for making project in the said **Second Additional Land**, the Owner shall procure the said **Second Additional Land** from the Cultivators and after executing the registered deeds in favour of the Developer shall mutated in the record of the concern B. L. & L. R. O. and converted the said **Second Additional Land** into bastu within 6 (Six) months to 1 (one) year from the date hereof.

ARTICLE XI - POWERS AND AUTHORITIES:

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11.1 To enable the Developer to specifically perform its obligations arising out of this Agreement, the Owner hereby under take to execute a registered Development Power of Attorney in favour of the Developer herein and/or the persons nominated by the Developer in respect to the said land;

ARTICLE XII - MARKETING:

- 12.1 The Developer shall have the right and entitlement to market the Project in accordance with the policy and other decisions of the Developer and the Developer shall have the right to sell, transfer and otherwise dispose-off any Units and, or, spaces structures and other facilities comprised in the Project on such terms and conditions and at such price from time to time as may be mutually decided by the Developer and the Owner.
- 12.2 The price of the Units shall be fixed by the Developer and the same shall be revised on a periodical basis or as and when decided by the Developer, The Parties shall ensure that the advertising and marketing of the Project is carried out in a manner that is consistent with and not in derogation of or conflict with the decision of the Developer and any terms or provisions of this Agreement and the Applicable Laws.
- 12.3 The marketing costs, which include the advertisement and promotion costs of the Project, shall be shared by the Owner and the Developers in proportion to their respective allocations.
- 12.4 The Developer shall have representations from the Developer only. All decisions of the Developer shall be approved by the representatives of the Developer. The Developer shall meet at such intervals and on such occasions as may be mutually decided by the Parties.
- 12.5 The Developer shall be entitled to commence such marketing from the date when all approvals for development of the Project are in place and to accept advances, premia, booking amounts and other considerations from the intending transferees of the Developer Allocation from such date and subject to Clause 8.10 above, .
- 12.6 All agreements out of developers allocation with the intending buyers shall be entered into by the Developer for themselves as well as the constituted attorney of the Owner and the Owner shall grant such power to the Developer in the Power of Attorney to be executed in favour of the Developer by the Owner.

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ARTICLE XIII- COLLECTION AND DEPOSIT

- 13.1 The Developer shall open two Bank Accounts with any Scheduled Bank where one Account shall be a 'Collection Account and the other a 'Disbursement Account.
- 13.2 All amounts receivable on sale of Flats and other charges shall be received by the Developer and deposited in the Collection Account
- 13.3 The Developer shall pay to all the Owner a total deposit amount of Rs. 30,00,000/- (Rupees Thirty Lac) only as refundable security deposit without interest which will be recovered from the owner before delivery of vacant possession of owner's allocation in the project.


ARTICLE XIV - TIME FOR COMPLETION

The Developer shall endeavour to complete the Project within a period of 36 (Thirty Six) months with a further grace period of 6 (Six) months from the date all requisite approvals for commencement of construction and development of the Project are obtained by the Developer, subject to Force Majeure Events, any delays owing to defaults of the Owner and there being no change in the applicable laws, building regulations, West Bengal building byelaws, parking regulations, height restriction, density, ground coverage, land acquisition, etc. or such other regulations which is impacting the planning/designing/execution of the Project. Any extension after the aforementioned period shall be mutually decided between the Parties.

ARTICLE XV-POST COMPLETION MAINTENANCE:

- 15.1 On completion of each phase of the Project, the Developer shall give a notice to the Owner in accordance with clause 8.7 above for taking over possession of the same (possession notice). On receipt of such notice the Owner shall within 15 (Fifteen) days thereafter take over possession of Owner's Allocation in such completed phase.
- 15.2 On and from the date of expiry of the possession notice (Possession Date), the Owner shall be deemed to have taken over possession for the purpose of determination of liability and shall become liable and responsible for the payments of maintenance charges, Rates and taxes, land revenue, Municipal tax in the ratio of their respective allocations irrespective of the fact whether actual physical possession was taken or not.

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- 15.3 The Parties and their respective nominees/transferees shall punctually and regularly pay the maintenance charges, Rates and taxes, land revenue, Municipal tax for their respective allocations to the concerned authorities/Maintenance in charge and the Parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequent upon a default by the other or others.
- 15.4 Till handing over of the Project to the Association the Developer shall be responsible for the management, maintenance and administration of the Complex or at its discretion appoint an agency to do the same. The Owner hereby agree to abide by all the rules and regulations to be framed for the management of the affairs of the Complex.
- 15.5 The Developer or the Agency to be appointed shall manage and maintain the Common Portions and services of the Complex and shall collect the costs and service charge therefore (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the Complex, land tax, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges and charges of capital nature for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments and all other expenses incurred for common purpose.

ARTICLE XVI-COMMON RESTRICTIONS:

- 16.1 The Complex shall be subject to the restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the Complex.
- 16.2 For the purpose of enforcing the common restrictions and ancillary purposes 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, all occupants of the Complex shall permit the agency to be appointed by the Developer and/or the Association, with or without workmen, at all reasonable time, to enter into and upon the concerned space and every part thereof.
- 16.3 It is agreed between the Parties that the Developer shall frame a scheme for the management and administration of the Complex and all the occupiers of the Complex shall perpetually in succession abide by all the rules and regulations to be framed in connection with the management of the affairs of the Complex.

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ARTICLE-XVII - INDEMNITY:

- 17.1 The Developer shall indemnify and keep the Owner saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner in relation to the construction of the Complex including any act of neglect or default of the Developer's contractors, employees or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.
- 17.2 The Owner shall indemnify and keep the Developer saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Developer in the course of implementing the Project including marketing thereof for any successful claim by any third party for any defect in title of the said Land or any of their representations and the warranties being incorrect.
- 17.3 Each Party ("**Indemnifying Party**") shall indemnify and agrees to defend and to keep the other ("**Indemnified Party**") indemnified including its successors, officers, directors, agents and employees and save harmless against all costs, expenses (including attorneys' fees), charges, loss, damages, claims, demands or actions of whatsoever nature by reason of (i) the non-performance and non-observance of any of the terms and conditions of the Agreement by the Indemnifying Party; (ii) acts of negligence or intentional misconduct by the Indemnifying Party; (iii) breach of the provisions of this Agreement by the Indemnifying Party; (iv) any representation and warranty, express or implied, by the Indemnifying Party found to be misleading or untrue; and (v) failure by the Indemnifying Party to fulfill its obligations under any applicable law.

ARTICLE XVIII - MISCELLANEOUS

- 18.1 The Owner and the Developer have entered into this Agreement purely on the principal of exchange of the Owner's Allocation in the building to be constructed and completed by the Developer at its own cost against the undivided proportionate share of the Land attributable to the Developer's Allocation to be retained or sold to its nominees by the Developer in the said completed building. However, each Party shall keep the other indemnified from and against the same.
- 18.2 The Developer shall decide the name of the Complex.

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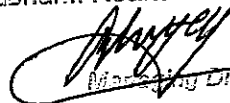
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- 18.3 The Owner and the Developer as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of a force majeure event with a view that obligation of the Party affected by the force majeure shall be suspended for the duration of the force majeure.
- 18.4 All the Agreements and the Deeds of Conveyance shall be as per a standard format to be drafted by the Developer's Advocates and Solicitors. But the owner shall be prepared at liberty to prepare such agreements and the deeds of the conveyances so that its advocates out of owner's allocations.
- 18.5 It is understood that from time to time to enable the construction and development of the Project by the Developer, various deeds, matters and things not herein specifically referred to may be required to be done by the Developer for which the Developer may require the authority of the Owner and various applications and other documents may be required to be signed or made by the Owner to which no specific provisions have been made herein, the Owner hereby authorizes the Developer to do all such acts, deeds, matters and things and undertake forthwith upon being required by the Developer in this behalf to execute any such additional powers of authorities or a Power of Attorney as may be required by the Developer for the purpose and also undertake to sign and execute all such additional applications and other documents as may be required for the purpose with prior approval of the Owner and by giving prior information.
- 18.6 Any notice required to be given by the Owner shall be without prejudice to any other mode of service available deemed to have been served on the Developer if delivered by hand or sent by prepaid registered post and shall be deemed to have been served on the Developer by the Owner. Similarly any notice required to be given by the Developer shall be without prejudice to any other mode of service available deemed to have been served on the Owner if delivered by hand or sent by prepaid paid registered post and shall be deemed to have been served on the Owner by the Developer.
- 18.7 Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the said Land or any part thereof to the Developer or as creating any right, title or interest in respect thereof, in favour of the Developer other than exclusive license to the Developer to commercially exploit the same in terms hereof.

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- 18.8 As and from the date of completion of the Complex, the Developer and/or its transferee(s) and the Owner and/or its transferee(s) shall be liable to pay and bear proportionate charges on account of wealth and other taxes payable in respect of their respective spaces.
- 18.9 In the event of any liability of G.S.T. / Service Tax or any other Tax liability which may arise or become payable on the Owner Allocation, the same would be payable by the owner or its nominees as the case may be to the Developer or to the respective authority directly.
- 18.10 The Developer / shall make payment of appropriate stamp duty and registration charges of this Development Agreement including this Development Power of Attorney. The Owner shall however provide all co-operation to the Developer to do that including being present before the registering authorities as and when required by the Developer.
- 18.11 None of the Parties hereto shall do or cause to be done any act, deed or thing whereby the progress of construction of the Building(s) shall in any way be hindered or affected and if any of the Parties shall do or cause to be done any such act, deed or thing, then the Party doing so shall be liable to forthwith remove such hindrance or difficulty or obstructions or shall be liable to compensate the other Party for all losses and damages suffered by such other Party.
- 18.12 The Parties shall jointly constitute, organize and/or otherwise form or cause to be formed an association of the intending transferees of the Units. All costs, charges and expenses in constitution, formation, organization, management and operation of such association shall be borne by the respective intending transferees of the Units in the Building(s) in such proportion to be decided and determined jointly by the Parties. The intending transferees of the Units in the Building(s) shall become members of the said association as and when constituted. Until the formation of the association, Owner and Developer and/or the intending transferees of the Units in the Building(s) shall pay, bear and discharge all common expenses on account of maintenance and preservation of the Project proportionately. Owner and Developer shall make such arrangements and frame such rules and regulations for rendering of common services and maintenance of the Project.
- 18.13 Notwithstanding the Owner appointing the Developer as its Constituted Attorney, the Owner shall be bound and liable to execute and register the Deed of

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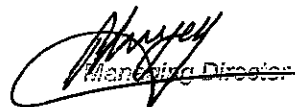
Conveyance transferring undivided proportionate share of Land in favour of the intending transferees as and when called upon by the Developer.

- 18.14 The Parties have negotiated in good faith. It is the intent and agreement of the Parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of, and to satisfy their obligations under this Agreement in order to secure to themselves the mutual benefits created under this Agreement. The Parties agree to execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement.
- 18.15 The Parties agree that in the event of any breach of the provisions of this Agreement, the Parties shall suffer irreparable harm and injury and damages would not be an adequate remedy and each of the Parties (at its sole discretion) shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court or arbitral forum of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have under this Agreement or at law or in equity, including without limitation a right for damages.
- 18.16 The Developer and its other associate companies are contemplating to purchase further land in contiguity to the said land which will be phase - 2 of the project.
- 18.17 In the event of extension of the Project to further phases, the common facilities and infrastructure, ingress and egress shall be shared and made available to the Developer and/or ultimate transferees.

ARTICLE XIX - DISPUTE RESOLUTION

- 19.1 The Parties shall attempt in good faith to resolve any dispute, difference, conflict or claim arising out of or in relation to the Agreement through negotiations. If the dispute has not been settled through negotiation within fourteen (14) days from the date on which either Party has served written notice on the other of the dispute ("Dispute Notice") then the following provisions shall apply.
- 19.2 In the event of a dispute arising out of or in connection with the Agreement not being resolved in accordance with the above provisions, either Party shall be entitled to, by notice in writing ("Arbitration Notice") to the other Party, refer

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such dispute for final resolution by binding arbitration in accordance with the provisions the Arbitration and Conciliation Act, 1996 or any statutory enactment or modification thereunder and such arbitration shall be before three arbitrators, one to be appointed by Owner and the other to be appointed by Developer and the two arbitrators thereafter by mutual consent appoint Umpire and/or the third arbitrator. The venue of such arbitration shall be at Kolkata and the arbitration shall be conducted in English language. The award of the arbitrators shall be binding on the Parties.

- 19.3 The Parties hereby agree that until the award is given none of the Parties shall do any act deed or thing whereby the construction and development of the Project is in any way stopped or prevented provided the dispute is not relating to the quality of the material being used and/or relating to violation of the statutory provisions and/or deviation from the Building Plan.
- 19.4 No variation of this Agreement shall be binding on any Party unless such variation is in writing and signed by each Party.
- 19.5 This Agreement shall not be assigned by the Parties except with the prior written consent of the other Party.

Provided that no such permission will be required in case the Agreement is assigned by the Developer in favour of any of its group companies. Provided such assignment is made with prior notice to the owner.

- 19.6 No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorised representative of the waiving Party.
- 19.7 If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

ARTICLE XX - JURISDICTION

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Courts at Aliporer, District 24 Parganas South alone shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents between the Parties.

THE FIRST SCHEDULE ABOVE REFERRED TO
SAID LAND

All That piece and parcel of Bastu land here ditaments admeasuring an area of 70 (Seventy) Decimals, be the same or little more or less lying and situated at Mouza Sukpukur, J.L. No. 30, Re. Sa. No. 223, Touzi No. 147, comprises in R.S. & L.R. Dag No. ~~132~~ and L.R. Khatian No. 480 within the local limits of Beonta -I No. Gram Panchayet, Police Station : Kolkata Leather Complex (K.L.C.), within the jurisdiction of Additional District Sub Registrar, Bhangore, District South 24 Parganas.

On the North : ~~R.S. & L.R. Dag No. 141, 142, 144, 145, 146, 147~~ By 40 Feet wide Common Passage
On the South : R. S. & L. R. Dag No. 141, 142, 144, 145, 146, 147
On the East : ~~R.S. & L.R. Dag No. 132~~ By 40 Feet wide common Passage
On the West : R. S. & L. R. Dag No. 133 ,

THE SECOND SCHEDULE ABOVE REFERRED TO:
COMMON AREAS, FACILITIES AND AMENITIES

1. Swimming pool with changing rooms.
2. Air conditioned community hall and attached open lawn.
3. Health club with steam.
4. Games room with pool table, table tennis and other board games with multipurpose Games Court.
5. Children play zone.
6. Indoor toddler's zone.
7. Common roof.
8. Round the clock security.
9. Elevators in all blocks.
10. Generator facility.
11. Servant toilet on ground floor.
12. Cable TV wiring.
13. Visitors' car park.

MORIAS INFRASTRUCTURE PVT. LTD.
Shradha
Authorized Signatory

Swapnabhumi Realtors Limited
Pradyut Kr. Bhowmik
Managing Director

Swapnabhumi Realtors Limited

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THE THIRD SCHEDULE ABOVE REFERRED TO:
COMMON EXPENSES

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the respective buildings of the complex and decorating and coloring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tide condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the complex.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the complex.
9. Cleaning as necessary of the areas forming parts of the complex.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time for the maintenance of the complex.
11. Maintaining and operating the lifts.

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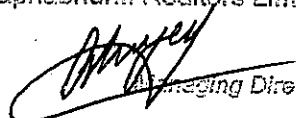
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12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the various buildings of the complex or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.
15. Generally managing and administering the development and protecting the amenities in the new building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the complex excepting those which are the responsibility of the owner/occupier of any Unit/Unit.
18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as may from time to time be considered necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders there under and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Holding Organization it is reasonable to provide.

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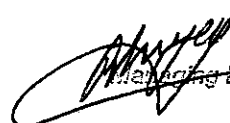
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21. In such time to be fixed annually as shall be estimated by the Holding Organization (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Holding Organization for the owner of the Units and shall only be applied in accordance with the decision of the Holding Organization.
23. The charges/fees of any professional Company/Agency appointed to carry out maintenance and supervision of the complex.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
DEPOSITS/EXTRA CHARGES/TAXES

- **Special Amenities/Facilities:** provision of any special amenities/facilities in the common portions including Club Facilities and Development charges etc.
- **Upgradation of fixtures and fittings:** improved specifications of construction of the said complex over and above the Specifications described.
- **Common Expenses/Maintenance Charges/Deposits:** proportionate share of the common expenses/maintenance charges as may be levied.
- **Sinking Fund Deposits.**
- **Transformer and allied installation:** Obtaining HT/LT electricity supply from the supply agency through transformers and allied equipments.
- Diesel Generator Charges.
- Formation of Association/Holding Organization
- Legal Charges
- **Taxes:** deposits towards Panchayet/Municipal rates and taxes, etc.
- Stamp Duty, Registration Fees, Service Tax, Works Contract Tax, GST or any other tax and imposition levied by the State Government, Central Government or any other authority or body payable on the transfer, acquisition and/or handing over of the Owner' allocation by the Developers to the Owner shall be paid by the Owner.

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- **Electricity Meter:** Security deposit and all other billed charges of the supply agency for providing electricity meter to the Said Complex, at actual.
- **Internal Layout Change:** any internal change made in the layout of the Owner's Allocation and/or upgradation of fixtures and fittings.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

Part - I
(Developers' Allocation)

All That the saleable area other than Owner's Allocation as defined in clause 1.19 of the total Saleable area of the Complex to comprise in various flats, units, apartments, and/or constructed spaces of the buildings to be constructed on the said Land **TOGETHER WITH** the share in the same proportion in car parking spaces (open and covered), **TOGETHER WITH** the undivided proportionate impartible part or share in the said Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and the signage space.

Part - II
(Owners' & Associate Companies' Allocation)

30% of the total Saleable area of the Complex to comprise in various flats, units, apartments, and/or constructed spaces of the buildings to be constructed on the said land more fully described in the Third Schedule **TOGETHER WITH** the share in the same proportion in car parking spaces (open and covered), **TOGETHER WITH** the undivided proportionate impartible part or share in the said Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and the signage space.

THE SIXTH SCHEDULE ABOVE REFERRED TO:
SPECIFICATIONS

FLOORING - Vitrified tiles in drawing, dining
BEDROOMS- Ceramic tiles.

TOILETS AND KITCHEN - Ceramic tiles

GROUND FLOOR LOBBY - Marble/vitrified tiles

STAIRCASE -Kota stone

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DOORS - Decorative main door, others wooden framed enamel painted flush doors.

WINDOWS - Alumunium sliding windows with clear glass and grills.

BATHROOM FITTINGS- Ceramic tiles upto door height. Sanitary wares and cp fittings of reputed make.Hot and cold water supply.

KITCHEN - Granite top counters with stainless steel sink. ceramic tiles upto 2 feet above kitchen platform.

ELECTRICAL - Concealed copper wiring. Semi modular switches of reputed brands.

WALLS - Plaster of paris finish.

LIFTS - Automatic Lifts.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

TITLE DEEDS

Owner

Deed of Conveyance, dated 23rd February 2011, registered before the A.D.S.R Bhangore South 24 Parganas duly recorded in Book No. I, CD Volume No. 3, Pages 2592 to 2609, Being no. 868 for the year 2011,

Deed of Conveyance 15th March 2011, registered before the A.D.S.R Bhangore South 24 Parganas duly recorded in Book No. I, CD Volume No. 4, Pages 2426 to 2442, Being No. 1219 for the year 2011,

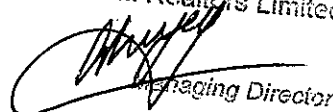
Deed of conveyance, 29th September 2011, registered before the A.D.S.R Bhangore South 24 Parganas duly recorded in Book No. I, CD Volume No. 11, Pages 2582 to 2600, Being no. 3633 for the year 2011.

THE EIGHTH SCHEDULE ABOVE REFERRED TO:

TITLE OF OWNER

WHEREAS On 23/02/2011 M/S SwapnaBhumi Realtors Ltd. Purchased all that piece and parcel of agricultural Land (recorded as Sali) measuring about 11 Satak/ Decimals out of 23.25 Decimals comprised in R.S. and L.R. Dag No. 132 appertaining to R.S. Khatian No. 58 L.R. Khatian No. 13, in Mouza - Sukpukuria, J.L. No. 30, ADSR Office Bhangore, under police Station Bhangore now Kolkata Leather

Swapnabhumi Realtors Limited


Managing Director

B.B

S/

R/L

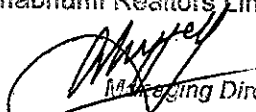
Complex District 24 Parganas South at present within the limits of Beonta 1 No. Gram Panchayettogetherwith all sorts of easement right over the passage/ Road and other benifits, facilities and advantages attached therein from one Astopado Naskar by a registered Deed of conveyance, dated 23rd February 2011, registered before the ADSR Bhangore South 24 Parganas duly recorded in Book No. I, CD Volume No. 3, Pages 2592 to 2603, being no. 868 for the year 2011,

Again on 15/03/2011 M/S SwapnaBhumi Realtors Ltd. Purchased all that piece and parcel of agricultural Land (Recorded as Sali) measuring about 46.50 Satak/ Decimals comprised in R.S. and L.R. Dag No. 132 appertaining to R.S. Khatian No. 58 L.R. Khatian No. 260, in Mouza Sukpukuria, J.L. No. 30, A.D.S.R Office Bhangore, under police Station Bhangore now Kolkata Leather Complex District 24 Parganas South at present within the limits of Beonta1 No. Gram Panchayet together with all sorts of easement right over the passage/ Road and other benifits, facilities and advantages attached therein from one Mullukchand Naskar by a registered Deed of conveyance 15th March 2011, registered before the A.D.S.R Bhangore South 24 Parganas duly recorded in Book No. I, CD Volume No. 4, Pages 2426 to 2442, being No. 1219 for the year 2011,

Thereafter on 29/09/2011 M/S Swapna Bhumi Realtors Ltd. Purchased all that piece and parcel of agricultural Land (Recorded as Sali) measuring about 11.62 Satak/ Decimals out of 93 Decimals comprised in R.S. and L.R. Dag No. 132 appertaining to R.S. Khatian No. 58 L.R. Khatian No. 371, in Mouza Sukpukuria, J.L. No. 30, ADSR Office Bhangore, under police Station Bhangore now Kolkata Leather Complex District 24 Parganas South at present within the limits of Beonta 1 No. Gram Panchayet together with all sorts of easement right over the passage/ Road and other benifits, facilities and advantages attached therein from 1) Sushil Naskar@ Sushil Kumar Naskar 2) Bhim Naskar @ Bhim Chandra Naskar, 3) Mihir Naskar @ Mihir Kumar Naskar by a registered Deed of Conveyance, 29/09/2011, registered before the A.D.S.R. Bhangore South 24 Parganas duly recorded in Book No. I, CD Volume No. 11, Pages 2582 to 2600, Being no. 3633 for the year 2011,

Thus the said M/S Swapna Bhumi Realtors Ltd became the owner of 69.12 decimal of Land Comprised in R.S. and L.R. Dag No. 132, Mouza Sukpukuria, J.L. No. 30, A.D.S.R. Office Bhangore, under Police Station Bhangore now Kolkata Leather Complex, District 24 Parganas South at present within the limits of Beonta 1 No. Gram Panchayet and applied before the concern B.L & L.R.O and got its name mutated and obtained Present L.R. Khatian No. 480, against the 70 Decimal Sali Land.

Swapnabhumi Realtors Limited


Managing Director

B.B

8/1

13/10

Thereafter the said M/S Swapna Bhumi Realtors Ltd. applied before the A.D.M & D.L.R.O for conversion of the said 70 Decimal of Sali land into Bastu Land and such conversion was duly allowed by the competent authority.

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

SIGNED, SEALED and DELIVERED by the within named **OWNER** at Kolkata in the presence of:

Witness :

1. Vinit K.S. Sharma

2. Bhola Nath Gayen

Swapnabhumi Realtors Limited

[Signature]
Managing Director

Swapnabhumi Realtors Limited

[Signature]
Bidyut K. Rayen

SIGNATURE OF THE OWNER

SIGNED, SEALED and DELIVERED by the within named **DEVELOPER** at Kolkata in the presence of:

Witness:-

1. Vinit K.S. Sharma
137-V.I.P Road, Kol- 52
P.S - Bagulhati

2. Bhola Nath Gayen

MORIAS INFRASTRUCTURE PVT. LTD.

[Signature]
Sharan J.

Authorised Signatory

SIGNATURE OF THE DEVELOPER

SIGNED, SEALED and DELIVERED by the within named **CONFIRMING PARTY** at Kolkata in the presence of:

Witness:-

1. Vinit K.S. Sharma

2. Bhola Nath Gayen

BAYEN ENTERPRISE

[Signature]
Bhagya Shar Shukla
Partner
BAYEN ENTERPRISE
[Signature]
Bikash Kumar Bayen

Partner

[Handwritten mark]

MEMO OF CONSIDERATION

RECEIVED from the within named Developer the sum of Rs. 30,00,000/- (Rupees Thirty Lac) only as refundable interest free security deposit as mentioned herein above in the manner mentioned below:

<u>Name</u>	<u>Date</u>	<u>Cheque/RTGS</u>	<u>Bank</u>	<u>Amount (Rs.)</u>
Swapnabhumi Realtors Limited	27.09.2017	392607	Yes Bank, Ranchi	10,00,000/-
Swapnabhumi Realtors Limited	07.11.2017	511742	State Bank of India, Ranchi	5,00,000/-
Swapnabhumi Realtors Limited	10.11.2017	000900	Kotak Mahindra Bank, Ranchi	5,00,000/-
Swapnabhumi Realtors Limited	03.11.2017	UTIBR52017		10,00,000/-
			TOTAL	30,00,000/-

(Rupees Thirty Lac) Only

WITNESSES:

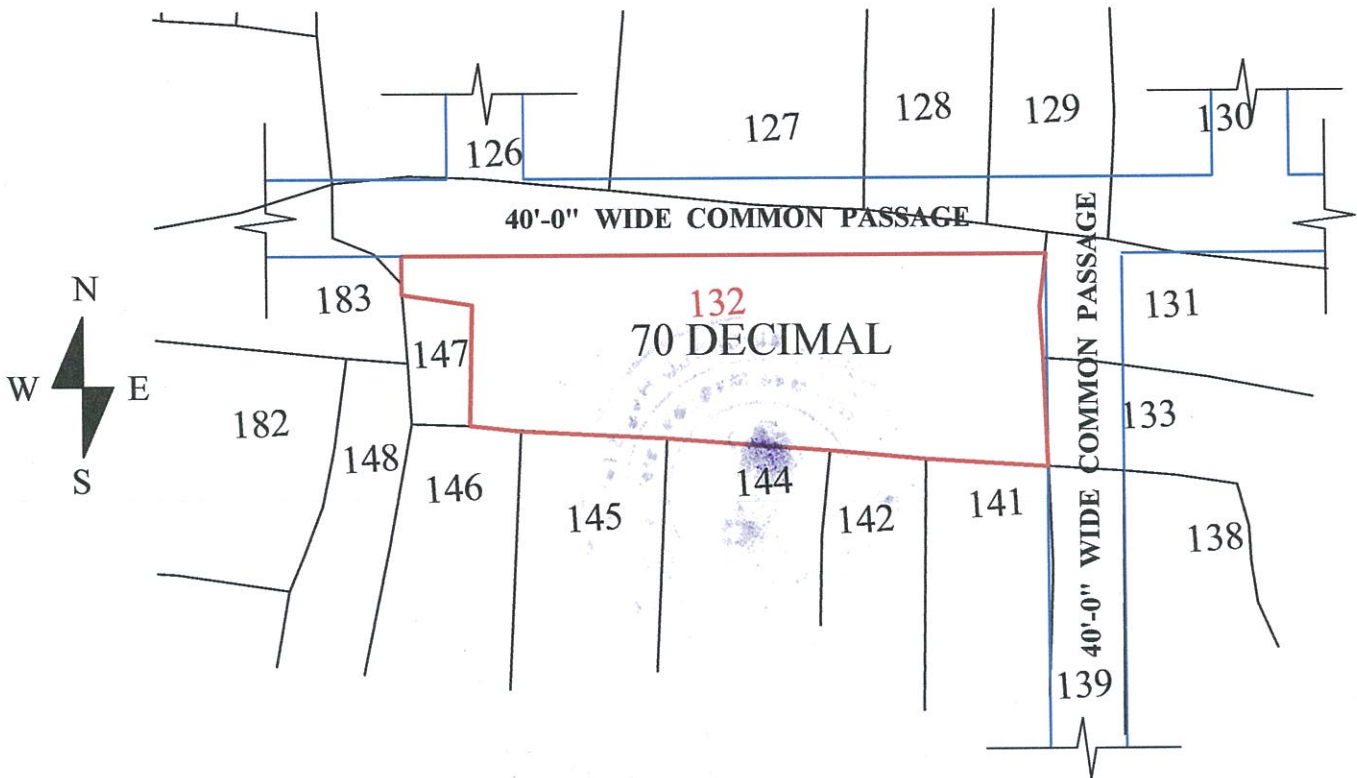
1. *Vijit Kr. Sharma*

2. *Bholanath Gayen*
vill- Krotberia, P.O- Beanta
P.S - K.L.C
PIN - 748502

Swapnabhumi Realtors Limited
Bidyut Kr. Gayen
SIGNATURE OF THE OWNER
Managing Director

Drafted by me, *Nishant Kr. Saraf* Advocate.
Mr. Nishant Kr. Saraf, Advocate (Enrolment No. F-314/2002)
Nishant Kr. Saraf Advocates
8, Old Post Office Street,
2nd Floor, Kolkata 700 001.
Email: nishantsaraf1976@gmail.com

A SITE PLAN OF R.S & L.R DAG NO. - 132 , MOUZA - SHUKPUKUR ,
 J.L. NO. - 30 ,L.R KHATIAN NO. - 480 , RE. SA. NO.- 223, TOUZI NO.-
 147, UNDER BEONTA NO. - 1 GRAM PANCHAYET , P.S - KOLKATA
 LEATHER COMPLEX. DIST. - SOUTH 24 PARGANAS. SCHEDULED
 LAND AREA - 70 DECIMALS WHICH IS MARKED BY RED BORDER.



R.S & L.R DAG NO.	L.R KHATIAN NO.	DEVELOPMENT AREA
132	480	70 DEC.

AYEN ENTERPRISE

Bhagyashree Shal

Partner

Swapnabhumi Realtors Limited

Murphy
 Managing Director

MORIAS INFRASTRUCTURE PVT. LTD. AYEN ENTERPRISE

Sharad . *Bikash Kumar Bajen.*

Authorised Signatory

Partner

DRAWN BY

Rishi Bera
 BM/A-023/S.T.E

SIGNATURE OF THE OWNER

SIGNATURE OF THE DEVELOPER

SIGNATURE OF CONFIRMING PARTY