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Certified that the document is admitted to registration. the signature sheets and the endorsement sheets attached with this document are part of this document.

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District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas

16 JUN 2014

DEVELOPMENT AGREEMENT 0 JUN 2014

THIS INDENTURE is made this 16th day of June..., Two Thousand and Fourteen;

BETWEEN

M/S. SHANTIMAY COMPLEX PRIVATE LIMITED, (PAN No. AATCS 4851 R) a Company incorporated under the Companies Act, 1956, having its registered office at No. 54A, Sarat Bose Road, Arihant Park, Fifth Floor, Police Station Ballygung, Kolkata-700025, represented by its Director Sri Rajendra Kumar Saraogi son of Sri Jeshraj Saraogi working for gain at No. 1/1, Camac Street, Police Station Park Street, Kolkata-700 016, hereinafter collectively referred to as the "OWNER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in interest and/or assigns) of the ONE PART;

AND

R. K. Saraogi

[Signature]

SL. No. 25998 DATE 27 AUG 2012

NAME..... B. K. Jain & Co.
(Advocates)
ADD..... 6A, K. S. Roy Rd.
AMT..... 100K..... Kol - 1

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ARJAVV BUILDER PVT LTD

Director

Mousumi Ghosh

MOUSUMI GHOSH
LICENSED STAMP VENDOR
KOLKATA REGISTRATION OFFICE

(HARSH JAIN)

SHANTIMAY COMPLEX PVT. LTD.

Rajendra Kumar Samal

Director



Registrar-IV
Regulation No. 7(2) of
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Alipore, South 24 Parganas

16 JUN 2014

Identified by -
Braj Kumar Jain
2011, Sri Chandra Choudhary
Kolkata - 700002. P.S. - Tala
Service.

Braj Kumar Jain
2011, Sri Chandra Choudhary
Kolkata - 700002. P.S. - Tala
Service

MESSRS ARRJAVV BUILDER PRIVATE LIMITED, (P.A.N. No AAMCA3441L), a Company incorporated under the Companies Act, 1956, having its registered office at No. 54A, Sarat Bose Road, Arihant Park, Fifth Floor, Police Station Ballygung, Kolkata-700 025, represented by its Director **Sri Harsh Jain** son of Sri Mahendra Jain working for gain at No.54A, Sarat Bose Road, Arihant Park, Kolkata - 700025, 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 successor or successors in interest and/or assigns) of the **OTHER PART** ;

AND

The Owner and the Developer abovenamed are hereafter individually referred to as the "Party" and collectively referred to as the "Parties".

WHEREAS:


A. The Owner abovenamed is absolutely seized and possessed of or otherwise well and sufficiently entitled as absolute Owner in respect of **All** That the pieces or parcels of several **Plots of Bastu Land** in aggregate measuring about **243.25 Decimals** situate, lying at and comprised in **R.S./L.R. Dag Nos. 330, 332, 333, 334, 334/889, 335 and 336** under **Khatian No. 1722** at **Mouza - Dihimedanmalla, J.L. No.34, Police Station and Sub Registry Baruipur, within Hariharpur Gram Panchayat, District - 24 Parganas South**, (hereinafter referred to as the "**said Plots of Land**") more fully described in the *Schedule* hereunder written, by virtue of two Deeds of Conveyance both dated 5th October 2013 and both registered in Book No.I, C.D. Volume No.40 being Deed Nos.07856 and 07857 respectively for the year 2013 at the office of the District Sub-Registrar-IV, South 24-Parganas, West Bengal.

B. Since after purchase of the "**said Plots of Land**" as aforesaid, the owner herein on being approached and requested by **Messrs SRMB Srijan Limited** of No. 7, Khetra Das Lane, Kolkata-700012 (in short "**Promoter**") had agreed to entrust the development of the said Plots of Land to the said Promoter and accordingly, the Owner had entered into MOA dated 22.10.2013 with the said Promoter.

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C. The said "Plots of Land" have since been converted for use for Housing Complex/Multistoried building as per the provisions of Section 4C of the W.B. Land Reforms Act, 1955 read with Rule 5A of the W.B. Land Reforms Rules, 1965 vide Memo No.60(C)/57/6578/P/10 dated 4th December 2012 issued by the office of the District Land and Land Reforms Officer, South-24 Parganas and Memo No.02/1819/SDL-BRP/P/2013 dated 18th November 2013 issued by the Office of the Sub-Divisional Land and Reforms Office, Baruipur, South - 24-Parganas.

D. The Owner herein also duly applied for and obtained in the name of the previous owner M/s. Dipesh Developers Pvt.Ltd. necessary Plans duly Sanctioned and approved by the Zilla Parishad, South 24-Paranas as also Hariharpur Gram Panchayat for construction of a residential complex of 6 (six) building blocks each consisting of ground and upper four floors, at or upon the land comprised in the "said Plots of Land".

E. Portions of the "said Plots of Land" have been and are in wrongful and unauthorized occupation of some unauthorized occupants/ trespassers.

F. Subsequent to the above, the owner herein decided to treat the said MOA dated 22.10.2013 as cancelled and further to entrust the development of the "said Plots of Land" as also construction of the proposed buildings complex to the Developer abovenamed and accordingly, the Owner had approached the Developer for the purpose.

G. The Developer herein, on being approached and requested by the Owner as aforesaid, has agreed to undertake development of the "said Plots of Land" and construction of the proposed residential buildings complex thereat at or for the agreed consideration and also subject to the term that the Developer would at its own costs cause all the unauthorized occupants and trespassers to vacate the portions of the "said Plots of Land" in their occupation and also make necessary negotiations with the abovenamed Promoter and further cause the said Promoter to agree for cancellation of the said MOA dated 22.10.2013 and in this regard, all costs, charges and expenses including compensation required to be incurred and paid shall be borne by the Developer.

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H. The parties hereto have agreed to record in writing the various terms and conditions for development of the "said Plots of Land" and also construction of the said proposed residential building complex thereat by the Developer.


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

1. In this Agreement, unless it be contrary or repugnant to the subject or context, the under mentioned terms or expressions shall have meaning as follows:-
 - 1.1. "OWNER" shall mean and include Messrs Shantimay Complex Private Limited, and its successor or successors in office and assigns;
 - 1.2. "DEVELOPER" shall mean and include Messrs Arrjavv Builder Private Limited and its successor or successors in office and/assigns;
 - 1.3. "PLOTS OF LAND" / "SAID LANDS" shall mean and include All That the pieces or parcels of several Plots of Land in aggregate measuring about 243.25 Decimals situate, lying at and comprised in R.S./L.R. Dag Nos. 330, 332, 333, 334, 334/889, 335 and 336 under Khatian No. 1722 at Mouza - Dihimedanmalla, J.L. No.34, Police Station and Sub Registry Baruipur, within Hariharpur Gram Panchayat, District - 24 Parganas South, more fully described in the *Schedule* hereunder written and the same converted for use for ultistoried building/Housing Complex;
 - 1.4. "COMPLEX" shall mean and include the proposed complex of 6 (six) several building blocks of Ground and upper floors each and the same consisting of residential flats, servant quarters, parking spaces and other spaces to be constructed at or upon the "said Plots of Land" as per the sanctioned plan;
 - 1.5. "BUILDINGS" shall mean and include 6(six) several building blocks of Ground and upper four floors each and the same consisting of residential unit, servant quarters, parking spaces and other spaces as per the Sanctioned Plans.

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- 1.6. "UNITS" shall mean and include several residential flats, servant quarters, shops, show rooms, parking spaces and other spaces of the 6(six) Building blocks at the complex proposed to be erected at the "said Plots of Land";
- 1.7. "DEVELOPMENT WORK" shall mean and include the development of the said Plots of Land and construction of the proposed "Building Complex" consisting of 6 (six) several building blocks of ground and upper four floors each as per the Sanctioned Plans and the same as per the Municipal Laws and building Rules;
- 1.8. "GROSS SALE CONSIDERATION" shall mean the total consideration, which the Developer would receiver and/or realise on account of sale on ownership or otherwise disposal of the units at the Buildings;
- 1.9. "NET SALE CONSIDERATRION" shall mean the amount which, would remain balance after reimbursement and payment to the Owner of the costs incurred and consideration paid towards purchase of the "said Plots of Land" together with interest accrued thereon as also adjustment of the compensation amount required to be paid for recovering vacant possession of the said Plot of Land by evicting the encroachers/ unauthorized occupants and also towards cancellation of the MOA dated 20.10.2013 entered into by the Owner with M/s. SRMB Srijan Limited and also the costs of construction and other costs, charges and expenses required to be incurred by the Developer for construction of the proposed building complex and also marketing the project, out of the gross sale consideration.
- 1.10. "OWNER'S ALLOCATION" shall mean and include 10 (ten) percent of the "Net Sale Consideration" of the total units, servant quarters, car parking spaces and other spaces including the roof of the buildings complex at the complex and the same to be paid to the owner as provided in *Clause 17.4* hereunder;
- 1.11. "DEVELOPER'S ALLOCATION" shall mean and include 90 (ninety) percent of the "Net Sale Consideration" of the total units,

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servant quarters, car parking spaces and other spaces including the roof of the buildings at the complex and the same to be paid to the Developer as provided in *Clause 17.4* hereunder;

- 1.12. "UNDIVIDED SHARE IN THE LAND" shall mean and include the undivided proportionate share in the land beneath the buildings at the complex attributable to the said Units;
- 1.13. "ARCHITECT" shall mean and include such Architect and Engineer, who may be retained and/or appointed by the Developer to supervise as also to provide guidance, suggestions and advices for the proposed development work and construction of the buildings complex;
- 1.14. "SANCTIONED PLANS" shall mean and include 6(six) several plans respectively bearing No. 301/431/KMDA and No. 67 respectively dated 06/02/2014 and dated 14/02/2014 duly sanctioned and/or approved by Zilla Parishad, South 24-Parganas and also the Hariharpur Gram Panchayat and other concerned authorities respectively for construction of the proposed buildings complex at the said Lands the same issued in the name of the previous owner M/s. Dipesh Developers Pvt. Ltd. and shall also include the renewed, revised and/or modified and/or other Plans, elevations, designs, maps, drawings and other specifications;
- 1.15. "COMMON PARTS" shall mean and include the common parts and areas of the building complex including community hall, administrative office, darwan quarters, entrances, corridors, lobbies, landings, stairs, paths, passages, ways, driveways, underground and overhead water reservoirs, water pipes, water Pump and motor, Lifts, Lift well, Lift machine rooms, boundary walls and the water sewerage and drainage connections and other areas, spaces and facilities as may be meant for the common use and enjoyment by the Owners/Occupants of the units at the building complex but shall not include the roof, court yard and open spaces on the Ground floor level of the proposed building complex.
- 1.16. "COMMON PURPOSES" shall mean and include the purpose of maintaining the buildings at the complex and in particular the

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essential services and the common parts thereof and shall also include the meeting of the common costs and expenses for the same and further include all matters relating to mutual rights and obligations of the Owners/Occupants/Buyers of the units and other spaces at the building complex;

1.17. "ASSOCIATION" shall mean an Association or Syndicate or Company as may hereafter be formed for the common purposes of the said buildings complex;

1.18. "BUYERS" shall mean and include the intending Buyers/ Transferees of units at the buildings complex;

2. This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution of this Agreement and that this Agreement shall remain valid and in force till all obligations of the Parties are duly fulfilled and performed.

3. Both the Owner and the Developer jointly and severally represent, warrant and covenant with each other as hereunder;

3.1. That they and each of them are competent as also have the authority to enter into this Development agreement and to perform their respective obligations under this Agreement;

3.2. Both the Owner and the Developer shall take such further steps and do or commit such further acts, and also execute and deliver such further deeds, instruments and documents, as may be reasonably necessary or required to accomplish the proposed Development work and/or construction of the proposed buildings at the complex by the Developer as contemplated in this Agreement;

4. The owner declare and confirm to have represented the Developer that the Owner is the sole and absolute owner of the said Plots of Land and have further assured the Developer as hereunder;

4.1. That the said Plots of Land have duly been converted for use of the same for construction of multi-storeyed building/Housing Complex

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as per the provisions of Section 4C of the W.B. Land Reforms Act, 1955 read with Rule 5A of the W.B. Land Reforms Rules, 1965;

- 4.2. That there is no bar or other impediment of any nature in construction of the proposed buildings complex at the said Plots of Land and further to sell on ownership basis the Units to the proposed buildings, which are so constructed in favour of the intending buyers;
- 4.3. That the rights title or interest of the Owner in respect of the said Plots of Land are free from all encumbrances, whatsoever save and except unauthorized occupants in respect of portions of the "said Plots of Land" as aforesaid and also the said MOA dated dated 22.10.2013 entered into with the Promoter Messrs SRMB Srijan Limited as aforesaid and that the owner has duly notified the said Promoter Messrs SRMB Srijan Limited with regard to its intention to treat the said MOA dated 22.10.2013 as cancelled;
5. The Owner has duly appointed and/or hereby appoints the Developer above named as the Builder to undertake and carry out the development of the "said Plots of Land" and construction of building complex thereat as per the said Sanctioned Plans.
- 5.1. The developer hereby accepts its appointment as the Builder and further agrees to undertake and carry out the development of the "said Plots of Land" and construction of building complex in the manner and within the time and on the terms herein recorded.
6. The Owner herein shall at its own costs, duly cause its name to be mutated as the Owner of the "said Plots of Land" in the records of the B.L. & L.R.O. as also all other concerned authorities and/or departments.
7. The Developer herein shall be responsible to approach and negotiate with the Promoter Messrs SRMB Srijan Limited and further to cause the said Promoter to confirm cancellation of the MOA dated 22.10.2013 for development of the said "Plots of Land" either by paying to the promoter the required compensation or otherwise and in this regard, the Owner shall not in any manner be liable or responsible.

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- 7.1. The Developer hereby agree that in the event any compensation or other costs, charges and expenses are required to be paid to the said Promoter Messrs SRMB Srijan Limited for and on account of confirmation of cancellation of the said MOA dated the 22.10.2013, such compensation, costs and expenses would be paid by the Developer and in this regard, the owner would not be liable or responsible.
- 7.2. The Developer herein shall at its own costs duly evict all the trespassers and unauthorized occupants in respect of portions of the "said Plots of Land" and further duly recover the vacant and peaceful possession thereof and the same by paying adequate compensation or by due process of law.
- 7.3. The Developer herein shall solely and exclusively be liable and responsible to bear and pay all costs, charges, expenses and compensation amounts as are required to be incurred or paid for and on account of evicting the unauthorized occupants and trespassers and recovering the vacant and peaceful possession of the "said Plots of Land" and in this regard, the Owner shall not in any manner be liable.
8. The Developer herein shall carry out the Project of development of the "said Plots of Land" by erecting and/or constructing the proposed residential buildings complex thereat as per the sanctioned Plans and the same strictly in accordance with the Municipal laws and the Building Rules for the time being in force;
- 8.1. The Developer herein shall also in the name of the Owner duly apply for and obtain all necessary permissions, clearances, sanctions, No Objections and approvals from all concerned authorities and/or departments as may from time to time be necessary or required for carrying out and completing the construction of the proposed buildings complex. The Developer herein shall be responsible to bear and pay all fees, costs and charges on account of obtaining of such permissions, clearances, sanctions, No Objections and approvals.
9. The Developer shall bear and pay all costs, charges and expenses for carrying out and completing the construction of the proposed

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buildings complex and in this regard, the Owner herein shall not in any manner be liable or responsible. The Developer shall reimburse and pay to the Owner the costs and expenses incurred and paid by the Owner prior to the execution of this Agreement as also those which are hereafter be incurred or paid by the Owner towards development of the said Plots of Land and Construction of the said buildings complex.

- 9.1. The Developer shall be responsible to arrange all necessary finance and/or moneys as may from time to time be required for carrying out and completing development of the said Plots of Land and construction of the buildings complex thereat.
- 9.2. The Developer shall be entitled to arrange finance for development of the "said Plots of Land" from any Bank or financial institution or other parties by creating charge or mortgage over and in respect of the "said Plots of Land" and/or the buildings to be erected thereat and in this regard, the Owner shall make available the original title deeds and documents in respect of the "said Plots of Land" as also sign, execute and deliver all papers and documents signifying its consent for the purpose as may be required.
- 9.3. The Developer herein shall keep the Owner absolutely indemnified and harmless against repayment of the loans and advances as may be obtained by the Developer for carrying out development of the "said Plots of Land" as also against the charge and/or mortgage to be created over and in respect of the "said Plots of Land" and/or the buildings thereat.
10. The Developer shall be at liberty to retain and appoint such Architects, Engineers, Contractors, Masons, Mistries and other staff members as may be necessary or required for carrying out and completing construction of the said buildings complex and the same

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on such terms and at such remuneration fees, consideration, salaries and wages as the Developer may at its discretion think proper.

- 10.1. The Developer shall also be responsible for planning, designing, development and construction of the proposed buildings complex and the same as per the advices, suggestions and recommendations of the Architects, Engineers and other professional bodies, who are retained and appointed by the Developer for the purpose.
- 10.2. The Developer shall further be responsible to bear and pay the professional fees, remuneration, salaries and other charges as are required to be incurred and paid to the Architects, Engineers, Contractors, Masons, Misteries and Staff, who are retained and appointed by the Developer for carrying out and completing the construction of the proposed buildings complex and in this regard the owner shall not be liable or responsible.
11. The Developer shall carry out and complete the said development work and/or construction of the proposed buildings complex by use of standard quality of building materials, sanitary and electrical fittings and the same as per the recommendations of the Project Architect.
 - 11.1. The Developer herein shall positively within 3 (three) months from the date hereof duly commence the development work and construction of the said proposed buildings complex;
 - 11.2. The Developer shall carry out the development of the said Plots of Land and construction of the said proposed buildings complex consisting of units strictly as per the sanctioned Plan issued by the Zilla Parishad, South 24-Parganas and the Hariharpur Panchayat and the Municipal Laws and the Building Rules;

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- 11.3. The Developer shall solely and exclusively be responsible for the structural stability of the buildings to be erected and further be liable for all actions, claims, actions and demands, which may arise due to deviation from the sanctioned plan and/or violation of Municipal Laws. The Developer shall strictly observe all required safety measures during carrying out the development work and/or construction of the building complex;
- 11.4. The Developer shall duly comply with all statutory requirements as also to perform all statutory formalities as may from time to time be required for carrying out and completing the work of development of the "said Plots of Land" and/or construction of the said proposed residential building Complex;
- 11.5. The Developer shall keep the Owner absolutely indemnified and harmless against all third party claims and actions arising out of any act of commission or omission on the part of the Developer in relation to the said commencing, carrying out and completing construction of the said proposed buildings complex;
- 11.6. The Developer shall complete the said proposed development work and construction of the said proposed buildings complex positively within 3 (three) years from the date of this Agreement, unless the Developer is prevented from completing the construction work due to acts beyond its control and/or force majeure reasons and/or prohibitory order by the Court of Law;
- 11.7. The Developer shall provide necessary common parts, facilities and amenities including the water, drainage and sewerage connections at the buildings complex as may be required for beneficial use and enjoyment of the units at the buildings complex;

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12. The Developer shall after having completed construction of the said buildings at the complex, duly apply for and obtain necessary completion Certificate and/or occupation certificate from the concerned Authority as may be required for the use and occupation of the units by the buyers. It is however made clear that the buyers of units at the proposed buildings would apply for and obtain electricity at their respective units and in this regard the Developer shall in no way be responsible.
13. The Owner shall render its best cooperation and assistance to the Developer in the matter of development of the said "Plots of Land" and/or construction of the proposed Buildings complex as may from time to time be necessary or required by the Developer.
- 13.1. The Owner shall grant Power of Attorney in favour of the Developer and/or its nominees authorizing and/or empowering them to represent the Owner before the Zilla Parishad, South 24-Parganas and the Hariharpur Panchayat and all other appropriate authorities and to do all acts deeds matters and things as may from time to time be required for development of the said Plots of Land and Construction of the said buildings complex and further to sign, execute and deliver all maps, plans, lay-out, designs, applications and other deeds, papers and documents and also to do all acts, deeds, matters and things as may from time to time be necessary for the purpose;
- 13.2. The owner shall also grant Power of Attorney in favour of the Developer and/or its nominees empowering and authorising them to sell and transfer units at the said proposed buildings complex and the same on ownership basis or otherwise in favour of the intending buyers as the Developer may think proper;

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- 13.3. The Owner shall sign, execute and deliver all necessary maps, plans, papers, applications and other documents as may from time to time be required for obtaining of necessary approvals, No Objections and Clearance from the concerned authorities for development of the said Plots of Land and/or construction of the proposed building complex as may from time to time be necessary;
- 13.4. The Owner shall not do or commit nor permit any one to do or commit any act, deed, matter or thing, which may cause obstruction or interference in the Developer carrying out and completing development of the said Plots of Land and construction of the buildings complex and further to sell or otherwise dispose of the units at the buildings complex as per this Agreement;
- 13.5. The Owner shall not in any manner sell, transfer, mortgage or otherwise create charge over the said Plot of Land and/or the proposed buildings to be erected thereat, without express consent and confirmation of the Developer.
14. On and from the date of this Agreement, the Developer herein shall be in charge of the said Plots of Land and also be responsible at its own costs for safety and security thereof.
15. The Owner shall make available to the Developer copies of all title deeds, documents and papers relating to the "said Plots of Land" as also sign, execute and deliver all papers, applications, Plans, sketches, maps, designs and other documents as may from time to time be required by the developer in relation to the development of the "said Plots of Land" and/or construction of the said proposed buildings complex and/or for obtaining of necessary permissions, clearances, sanctions and approvals.

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16. The Owner and/or their authorised representatives shall at all times be at liberty to inspect and supervise the carrying out of the development of the "said Plots of Land" and construction of the said building complex by the Developer and the same without causing any interference and/or obstruction in the development work and/or construction of the buildings at the said Plots of Land by the Developer.
17. In consideration of the premises and also in consideration of the Developer at its own costs undertaking development of the said Plots of Land as aforesaid as also construction of the buildings complex as hereinbefore stated, the Developer herein would solely and exclusively be entitled to sell and dispose of the units of the buildings at the complex, on ownership basis in favour of the intending buyers at or for the consideration and on the terms as the Developer would at its discretion think fit and proper and further be entitled to receive, realise and recover from the intending buyers the amounts of "Gross Sale Consideration" as also the amounts of deposits and other charges. It is made clear that the sale and/or transfer of Units of the buildings would be made Together With undivided proportionate share in the land beneath the buildings as also the common parts at the complex.
- 17.1. The Owner hereby agree that no further consent or authority of the owner shall be required in the matter of the Developer entering into agreements or contracts and/or completing the sale on ownership basis in respect of the units at the said proposed buildings complex and/or the Developer receiving and/or realizing earnest moneys, part payments and consideration amounts from the intending buyers;
- 17.2. The Developer herein representing the Owner as its Constituted Attorney would complete the sale of the Units at the proposed buildings complex Together With undivided proportionate share in

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the land as also the common parts at the building complex by executing and registering appropriate Deed/s of Conveyance/ Transfer and on behalf of the owner in favour of the intending buyers.

- 17.3. It has been agreed that out of the "Gross Sale Consideration" of the units at the proposed buildings complex, the owner shall be entitled to be reimbursed and paid the entire costs incurred or paid on account of purchase of the said Plots of Land along with interest thereon at the agreed rate of **15 (fifteen) percent per annum**.
- 17.4. It has been agreed that the "Net Sale Consideration" on account of sale or otherwise disposal of the units of the buildings at the complex would be distributed and/or apportioned between the Owner and the Developer in the proportion following :-
- (a) The Owner herein shall be entitled to be paid **10 (ten) percent** of the "Net Sale Consideration" the Units at the buildings complex (hereinafter referred to as the "Owner's Allocation");
 - (b) The Developer herein shall be entitled to retain **90 (ninety) percent** of the "Net Consideration" of the Units at the buildings complex (hereinafter referred to as the "Developer's Allocation");
- 17.5. It is also agreed and made clear that in consideration of the premises and of payment of the amount of the "Developer's allocation" to the Developer as aforesaid, the Developer herein shall be responsible to bear and pay the entire costs of construction of the said buildings complex and in this regard the owner herein shall not in any manner be liable or responsible.

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18. The Developer herein shall bear and pay the land revenue and all other rates taxes and outgoings whatsoever now payable or as may hereafter become payable for and on account of the said "Plots of Land" and/or the proposed buildings to be erected thereat till the Developer completes the construction of the said buildings complex and makes over possession of the units of the buildings complex to the Buyers and/or transferees and in this respect, the Owner shall not in any manner be liable or responsible and further, the Developer shall keep the Owner absolutely indemnified and harmless against payment of the same.
19. On and from the date of completion of the Complex as also making over possession of the Units of the said buildings complex complete in all respect in favour of the buyers and/or transferee as per this Agreement, the buyers and/or transferees of the said units of the complex shall be responsible to pay the Land Revenue and all other rates, taxes and outgoings as also to pay the monthly maintenance and service charges on account of their respective units.
20. On and from the date of completion of construction of the buildings complex, the Developer herein shall look after, manage and administer the day to day maintenance of the buildings complex as also maintenance of the common parts, areas, amenities and facilities at the buildings complex till the Developer form an Association or appoint an Agency for the purpose.
- 20.1. After the completion of construction of the said building complex and carrying out of the said Development work, the Developer herein may at its discretion cause an Association to be floated and/or incorporated or in the alternative to appoint any Company or agency for the purpose of managing and maintaining the common facilities, common areas and amenities at the said buildings complex. The Developer shall be

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Alipore, South 24 Parganas


16 JUN 2014

- responsible to frame the rules, regulations and byelaws of such Association.
21. The said proposed residential buildings complex shall be given such name as the parties shall mutually agree and decide. Provided however and it is agreed that the name of the buildings and/or complex as also the name of the Association to be formed by the Developer as aforesaid shall at all times bear the word "ARRJAVV".
 22. The service tax and other rates and taxes as may be found payable on account of development of the "said Plots of Land" and/or construction of the buildings complex and/or on account of sale or otherwise dispose of the units of the said building complex shall be borne and paid by the buyers/transferee of the Units at the complex.
 23. On completion of the development of the "said Plots of Land" and/or construction of the said buildings complex as also the sale or otherwise disposal of the units of the said buildings complex including execution and registration of the appropriate Deeds of Conveyance and/or transfer in favour of the Buyers/Transferees as also payment to the owner of the amounts as may be found payable to its as per *Clause 17.3* above as also the amount towards the "Owner's Allocation" as per *Clause 17.4* above, this Agreement shall stand fulfilled.
 24. The Owner and the Developer hereby agree and undertake to sign and execute all further deeds and documents which are required for the purpose of smooth implementation of this Agreement, as and when so required.
 25. The Developer shall not in any manner assign and/or transfer its rights or benefit under this Agreement in favour of any person or party, save and except the right to sell on ownership basis or otherwise dispose of the units of the buildings as provided hereinabove.

Handwritten mark

Handwritten signature





Sub-Registrar - IV
Section 17(2) of
Registration Act 1908
Alipore, South 24 Parganas
16 JUN 2014

26. The parties hereto have entered into this Agreement on principal to principal basis and nothing stated herein be deemed or construed to be a partnership between the parties nor the parties hereto shall constitute an association of person.
27. This Agreement records all the terms and conditions between the parties and no oral representation or statement shall be considered valid and binding on either party nor shall any provision of this Agreement be waived except by written consent of the parties. All previous decisions and/or agreements and/or understandings and/or arrangements by and between the parties are superseded by this Agreement.
28. Neither of the parties herein shall disclose any information of confidential nature with regard to the said proposed development work to any outside party. This Agreement as also all the terms herein recorded shall be held confidential by and between the parties and shall not be disclosed to any outsider.
29. Neither of the parties hereto shall be entitled to dispute the legality and/or validity and/or enforceability of this Agreement and/or any of the terms herein recorded.
30. No amendment or modification of this Agreement or any of the terms herein recorded shall be legal, valid and effective unless it is made in writing duly signed and executed by the parties hereto.
31. In case of there being any confusion and/or misunderstanding and/or dispute between the parties with regard to the interpretation and/or concerning and/or relating to and/or arising out of this Agreement and/or development of the said Plots of Land and/or construction of the proposed buildings complex the parties hereto shall mutually settle and/or reconcile the same by holding joint negotiation meetings.

✓

2/10/2019




District Sub-Registrar-IV
Regt. Sec. 7(2) of
Registration Act 1908
Alipore, South 24 Parganas
16 JUN 2014

51.1. In the event of the parties hereto being not able to amicably clarify the confusion and misunderstandings and/or resolve the disputes and/or difference as provided hereinabove in that even, such disputes and/or differences between the parties hereto touching or arising out of or in respect of this agreement shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996. The Arbitral Tribunal shall be held at Kolkata. The Arbitral Tribunal shall have summary powers and may give interim award(s) and/or direction(s).

THE SCHEDULE ABOVE REFERRED TO

"said Plots of Land"

All That the pieces or parcels of several Plots of Land in aggregate measuring about 243.25 Decimals Together With tile shed structure in aggregate measuring about 2850 Square Feet situate, lying at and comprised in R.S./L.R. Dag Nos. 330, 332, 333, 334, 334/889, 335 and 336 under Khatian No. 1722 at Mouza - Dihimedanmalla, J.L. No.34, Police Station and Sub Registry Baruipur, within Hariharpur Gram Panchayat, District - 24 Parganas South. The details of the "said Plots of Land" are as hereunder:-

| Mouza - Dihimedanmalla, J.L. No.34, Police Station and Sub Registry Baruipur; | | | | | |
|--|-------------------|----------------|-----------------------------------|--|------------------------------------|
| R.S./L.R Dag No. | Nature of Land | Khatian No. | Out of Total Area (in Decimal) | share (out of 1.0000 share) Sold | Area of Land Sold (in Decimals) |
| 330 | Bastu | 1722 | 23.00 | 0.4348 | 10.00 |
| 332 | Bastu | 1722 | 84.00 | 0.9062 | 76.25 |
| 333 | Bastu | 1722 | 06.00 | 1.0000 | 06.00 |
| 334 | Bastu | 1722 | 61.00 | 1.0000 | 61.00 |
| 334/889 | Bastu | 1722 | 08.00 | 1.0000 | 08.00 |
| 335 | Bastu | 1722 | 61.00 | 1.0000 | 61.00 |
| 336 | Bastu | 1722 | 38.00 | 0.5625 | 21.00 |
| | | | | Total: | 243.25 |

22/10/2004

1/2/24



District Sub-Registrar-IV
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16 JUN 2014

IN WITNESS WHEREOF the Parties abovenamed have put their respective hands and signatures the day month and year first above written.

SIGNED SEALED AND DELIVERED

by the OWNER abovenamed at Kolkata
in the presence of:

Brajendra Jain
208/11, Srisht Chandra Chowdhury Lane,
Kolkata-700002, P.S.- Tala.

SHANTIMAY COMPLEX PVT. LTD.
Rajendra Kumar Sanyal
Director.

Ankit Murarka
3, Digamber Jain Temple Road,
Kolkata-700007. P.S.- POSTA.

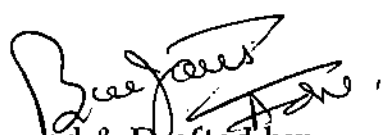
SIGNED SEALED AND DELIVERED

by the DEVELOPER abovenamed at
Kolkata in the presence of:

Brajendra Jain
Ankit Murarka.

ARRJAVV BUILDER PVT. LTD.

Harsh Jain
Director
(HARSH JAIN)


Prepared & Drafted by:
B.K. Jain & Co. (Advocates)
6A, K.S. Roy Road,
Kolkata-700001



Sub-Registrar-IV
Reg. No. 015 / (2) of
Registration Act 1908
Alipore, South 24 Parganas
16 JUN 2014



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

Endorsement For Deed Number : I - 04834 of 2014
(Serial No. 04600 of 2014 and Query No. 1604L000010231 of 2014)

On 16/06/2014

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

Presented for registration at 19.30 hrs on :16/06/2014, at the Private residence by Harsh Jain ,Claimant.

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

Execution is admitted on 16/06/2014 by

1. Harsh Jain

Director, M/s Arrjavv Builder Pvt Ltd, 54a Sarat Bose Rd Arihant Park, Thana:-Bullygunge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700029, By Profession : Others

Identified By Braj Sen Jain, son of . , 20b/1 Srish Chandra Chowdhury Lane, Thana:-Tala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700002, By Caste: Hindu, By Profession: Service.

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

On 18/06/2014

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.-54,42,018/-

Certified that the required stamp duty of this document is Rs.- 7010 /- and the Stamp duty paid as: Impresive Rs.- 100/-

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

On 20/06/2014

Payment of Fees:

Amount By Cash

Rs. 46.00/-, on 20/06/2014

(Under Article : ,E = 14/- ,H = 28/- ,M(b) = 4/- on 20/06/2014)

Deficit stamp duty

Deficit stamp duty Rs. 7000/- is paid , by the draft number 987790, Draft Date 17/06/2014, Bank : State Bank of India, JADU BABUS BAZAR, received on 20/06/2014

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

30/06/2014 13:09:00

EndorsementPage1 of 2



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

Endorsement For Deed Number : I - 04834 of 2014
(Serial No. 04600 of 2014 and Query No. 1604L000010231 of 2014)

On 24/06/2014

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

Execution is admitted on 24/06/2014 by

1. Rajendra Kumar Saraogi
Director, M/s Shantimay Complex Pvt Ltd, 54a Sarat Bose Rd Arihant Park, Thana:-Bullygunge,
District:-South 24-Parganas, WEST BENGAL, India, Pin :-700025.
, By Profession : Others

Identified By Braj Sen Jain, son of . , 20b/1 Srish Chandra Chowdhury Lane, Thana:-Tala,
District:-South 24-Parganas, WEST BENGAL, India, Pin :-700002, By Caste: Hindu, By Profession:
Service.

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

On 30/06/2014

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 : 4, 5(f) of Indian Stamp Act 1899.

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV





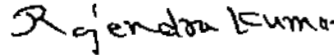
(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

30/06/2014 13:09:00

EndorsementPage 2 of 2

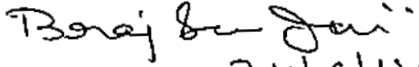
Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the D.S.R. - IV SOUTH 24-PARGANAS, District- South 24-Parganas
Signature / LTI Sheet of Serial No. 04600 / 2014

II . Signature of the person(s) admitting the Execution at Office.

| Sl No. | Admission of Execution By | Status | Photo | Finger Print | Signature |
|--------|---|--------|---|--|---|
| 1 | Rajendra Kumar Saraogi Address -1/1 Camac St, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016 | Self |  |  |  |
| | | | 24/06/2014 | 24/06/2014 | |

Name of Identifier of above Person(s)
Braj Sen Jain
20b/1 Srish Chandra Chowdhury Lane, Thana:-Tala,
District:-South 24-Parganas, WEST BENGAL, India, Pin
:-700002

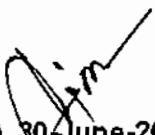
Signature of Identifier with Date


24/6/14

















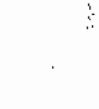


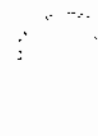


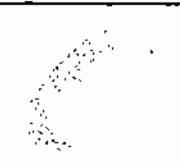
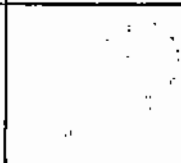
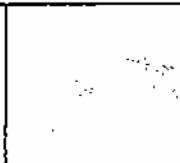
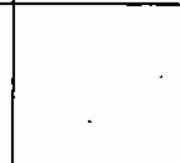
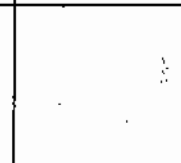




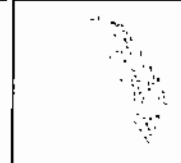



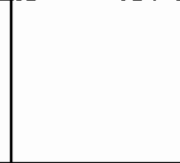





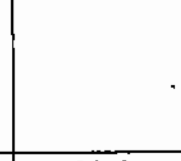
Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 27
Page from 1577 to 1603
being No 04834 for the year 2014.

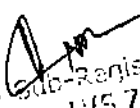



(Tridip Misra) 30 June-2014
DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R. - IV SOUTH 24-PARGANAS
West Bengal

SPECIMEN FORM FOR TEN FINGERPRINTS

| | | | | | | |
|--|------------------------------|---|---|--|---|---|
|  | <i>Rijendra Kumar Sonneg</i> |  |  |  |  |  |
| | | Little Ring Middle Fore Thumb | | | | |
| | | (Left Hand) | | | | |
| | |  |  |  |  |  |
| | | Thumb Fore Middle Ring Little | | | | |
| (Right Hand) | | | | | | |
|  | <i>Hind...</i> |  |  |  |  |  |
| | | Little Ring Middle Fore Thumb | | | | |
| | | (Left Hand) | | | | |
| | |  |  |  |  |  |
| | | Thumb Fore Middle Ring Little | | | | |
| (Right Hand) | | | | | | |
| PHOTO | |  |  |  |  |  |
| | | Little Ring Middle Fore Thumb | | | | |
| | | (Left Hand) | | | | |
| | |  |  |  |  |  |
| | | Thumb Fore Middle Ring Little | | | | |
| (Right Hand) | | | | | | |
| PHOTO | |  |  |  |  |  |
| | | Little Ring Middle Fore Thumb | | | | |
| | | (Left Hand) | | | | |
| | |  |  |  |  |  |
| | | Thumb Fore Middle Ring Little | | | | |
| (Right Hand) | | | | | | |




District Sub-Registrar-IV
Registrar U/S 7(2) of
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