



पश्चिम बंगाल WEST BENGAL

M 062629

AGREEMENT

THIS AGREEMENT (hereinafter referred to as "**AGREEMENT**") is executed on this 30th day of January 2012 at Kolkata

BY AND BETWEEN

BENGAL AMBUJA HOUSING DEVELOPMENT LIMITED, a Company incorporated under the Companies Act, 1956 and having its registered office at "Vishwakarma", 86C, Topsia Road (South), Kolkata – 700 046, and represented through its Director Mr N. K. Jain residing at Arlhat Enclave, Block A6, 493-B, G. T. Road (South), Shibpur, Howrah 711102 who is authorized in terms of Board Resolution dated 24th January 2012 (hereinafter referred to as "**BAHDL**") (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its successors in business) of the **ONE PART**;


AND

S.E. BUILDERS & REALTORS LTD., a Company incorporated under the Companies Act, 1956 and having its registered office at "Vishwakarma", 86C, Topsia Road (South), Kolkata – 700 046 , and represented through its Director Mr P. J. Agrawal residing at Radhika Vihar, 11/3M, Old Ballygunge, Kolkata – 700019 who is authorized in terms of Board Resolution dated 25th January 2012 (hereinafter referred to as the "**COMPANY**") (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the **OTHER PART**.

For Bengai Ambuja Housing Development Limited


Whole Time Director

S. E. Builders & Realtors Ltd.


Director

WHEREAS

- A. BAHDL hereby declares and represents that:
- i. West Bengal Housing Board, a Body Corporate established and created under the West Bengal Housing Board Act, 1972 (the "**BOARD**") is the sole and absolute owner of all that piece and parcel of Land admeasuring 20.184 acres comprised in Mouza Barakhola, J.L. No.21 within P.S. Purba Jadavpur, (formerly Tollygunge) Sub-Registry Office at Sealdah in the Dist. Of South 24 Parganas more fully described in Schedule-A hereto and delineated on the map or plan annexed hereto and coloured '**RED**' thereto and herein after referred to as "**LAND**".
 - ii. By and under a Development Agreement dated 31st December, 2009 ("**DEVELOPMENT AGREEMENT**"), the Board appointed BAHDL as the Developer for the development of the Land for construction of housing complexes and allied purposes ("**COMPLEX / PROJECT**") thereon strictly in accordance with its Scheme ("**SCHEME**"), which is described in Schedule 'B' to the Development Agreement and also in Schedule 'B' hereto, and on the terms and conditions contained therein. The Development Agreement is valid and subsisting and in force.
 - iii. In terms of the Development Agreement, the Board has given permissive possession of the Land to BAHDL and until the completion of the project, possession of the Land is jointly held by the Board and BAHDL.
 - iv. Simultaneously, with the execution of the Development Agreement, the Board has also granted a Power of Attorney dated 31st December, 2009 (the "**POA**") in favour of BAHDL authorizing BAHDL to do various acts and works envisaged in the Development Agreement including transfer and/or conveyance of the Land or the various units / plots and / or portion of the Land and/or the Complex to the purchasers. The POA is still valid and subsisting.
- B. BAHDL, now for financial reasons has decided that Project on this Land should be implemented with financial assistance from equity investor.
- C. For the aforesaid purpose, S.E. BUILDERS & REALTORS LTD, being the Company herein, was incorporated.

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS :-

1. **Agreement:**

BAHDL hereby transfers and assigns in favour of the Company all the rights, benefits, interests and entitlements conferred to BAHDL under the Development Agreement on the terms and conditions mentioned herein.

1.1 The Company shall alone be entitled to appropriate the sale/other proceeds to be received including capitalization of lease, earning rentals by way of revenue sharing from and out of the development of the Complex and sale including capitalization of lease, earning rentals by way of revenue sharing and/or transfer of units/plots and / or portions of the Land in the manner and for the purpose as the Company shall deem fit and proper.

1.2 The Company shall be entitled to do all lawful works required for the implementation of the Scheme by itself and/or by other contractors appointed by it and/or in any manner it deems fit and proper. None of the contractors and/or

For Bengal Ambuja Housing Development Limited


Whole Time Director

S. E. Builders & Realtors Ltd.


Director

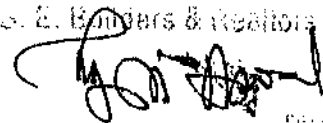
persons engaged in connection therewith shall have any claim of any nature whatsoever against BAHDL or the Board. The Company shall be solely responsible for payment of all amounts, including compensation for injuries to such workmen and/or other persons engaged by them, due to anything done by the Company in pursuance hereof. The Company shall keep BAHDL/ Board saved harmless and indemnified in all respects of all claims and/or dues against BAHDL. The Company shall execute the Scheme as per the Development Agreement and according to the law of the Land.

- 1.3 The Company shall be exclusively entitled to carryout marketing and promotion of the Project by various means such as media (print as well as electronic), publications, property exhibitions, Issuing brochures and prospectus of the Project, through various advertising agencies and other personnel to be appointed by the Company, for the purpose of sale and/or transfer of the units and premises to be constructed by the Company on the Land.
- 1.4 The Company shall be solely entitled to select the prospective purchasers without any interference or protest from BAHDL. The proceeds that will be received from the sale and/or transfer of the units/plots and / or portions of the Land and/or the Complex and/or by way of lease or revenue sharing to the prospective purchasers/ lessors, shall be appropriated by the Company only and BAHDL or Board shall not have any right over such sales proceeds. The sales proceeds appropriated by the Company can be utilized by the Company in the manner as it deems fit and proper.

2. **Consideration:**

- 2.1 It is agreed that the Company shall construct the Complex and shall pay and bear the full cost of implementation of the Project on the Land.
- 2.2 It is also agreed that BAHDL shall supervise the entire construction, to ensure that the development of the Land is in accordance with the Scheme described in Schedule 'B' to the Development Agreement and also described in Schedule 'B' hereto. For this purpose, the company shall reimburse BAHDL 3% of the Development and Construction Cost.
- 2.3 It is also agreed that the Company shall pay to BAHDL a sum equivalent to 35% of the profits to be made by the Company from the sale including capitalization of lease, earning rentals by way of revenue sharing and/or transfer of the units by the Company to be constructed on the Land before tax and cost towards acquisition of the rights, interest and benefits of BAHDL as envisaged herein, but after deducting all expenses to be incurred by the Company towards workers, labourers, consultants and architects, towards development, implementation and completion of the Project and any other expense necessary for the Project, however, subject to the minimum of Rs 80,00,00,000 (Rupees Eighty Crores) and maximum of Rs 120,00,00,000 (Rupees One Hundred And Twenty Crores) (the "**CONSIDERATION**"). In addition to this the Company will also pay Rs. 34,213,631/- (Rupees Three Crore Forty Two Lakhs Thirteen Thousand Six Hundred and Thirty One Only) to BAHDL towards expenses already incurred by BAHDL for the Land
- 2.4 Within 90 days from the date hereof, the Company will pay Rs 80,00,00,000 (Rupees Eighty Crores) to BAHDL as minimum consideration for the due performance by the Company of its obligations as per the terms of this Agreement and to safe guard its interest under this Agreement.

S. E. Builders & Realtors Pvt. Ltd.


Director

For Bengal Ambuja Housing Development Limited


Whole Time Director

2.5 If the final consideration determined on completion of the Project is more than the minimum amount, then the Company shall pay such differential amount to BAHDL after completion of the Project from the profits of the Company after deducting all expenses.

3. **Consultants and Architects:**

BAHDL has already appointed consultants and architect for the Project. The Company will continue with the services of these consultants and architect and enter into necessary contracts with them.

4. **Possessions:**

Simultaneously, with the execution of this Agreement, BAHDL has delivered permissive possession of the Land for the purpose of development of the complex to the Company. It is clearly understood that until completion of the Project, the possession of the Land would be held jointly by BAHDL, the Company and the Board.

5. **Inspection of records:**

BAHDL and Board shall be entitled, from time to time, to inspect all works, papers and books (including accounts books) and other records of the Company regarding the implementation of the Scheme.

6. **Right to mortgage**

BAHDL represents that the Company shall alone be entitled to raise necessary finance for execution of the Scheme including finance from HUDCO and such other authority or authorities for development of the Land by construction of the Complex as per the Scheme and for that purpose the Company shall alone have the right to create mortgage or any other lien over the Land and/or the Complex in favour of HUDCO, financial institutions and/or Banks and/or other bodies, provided however that the Company shall repay such liabilities at the earliest opportunity and shall at all times keep BAHDL saved and harmless against any claim, loss or damages that BAHDL may have to face in relation to or arising out of any such mortgage.

7. **BAHDL'S Representations And Warranties :**

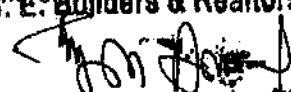
7.1 BAHDL has permissive possession and in terms of the Development Agreement and the POA is fully entitled to construct the Complex either by itself or by any other company or individual and sell and/or transfer the units to be constructed on the Land. The Land has proper access from the main public road;

7.2 The Development Agreement and the POA are still valid and subsisting and enforceable in law and BAHDL has not committed breach of any of the terms and conditions of the Development Agreement.

7.3 The Board or BAHDL has also not received or has been issued any notice from any person in relation to termination of the Development Agreement and/or the POA;

7.4 BAHDL has full right and absolute authority under law to transfer and assign its rights, interests, benefits and entitlement under the Development Agreement to the Company on the terms and conditions as mentioned herein.

S. E. Builders & Realtors Ltd.

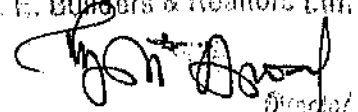

Director

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Whole Time Director

- 7.5 BAHDL has paid the entire consideration to the Board for acquiring the development rights under the Development Agreement and no sums or monies are due and outstanding to be paid to the Board. Further, there is also no consideration payable to the erstwhile owners of the Land. In the event any amount is found to be outstanding to be payable to the Board prior to the execution of this Agreement, BAHDL shall bear and pay the same and shall fully indemnify the Company against such non-payment (including interest) thereof;
- 7.6 The Board is the sole and absolute owner of the Land and its ownership right, title and interest to the Land is clear and marketable and free from all encumbrances subject to the rights created under the Development Agreement;
- 7.7 Save and except the rights created under the Development Agreement, the Board or BAHDL has neither agreed, nor entered into any agreement (whether written, oral or implied) to sell, transfer, assign, lease, sub-lease, leave and license or create any third party rights in any manner whatsoever in respect of the Land or any part thereof or assign or transfer any of their rights, title and interest therein to any person or persons. Further, BAHDL nor anyone on its behalf, has created any adverse rights or dealt in any manner whatsoever in respect of the Land or any part thereof;
- 7.8 All material returns, particulars, resolutions and other documents required to be filed by BAHDL in respect of the development of the Land in accordance with law have been duly filed and BAHDL is not in material default under any law or regulation binding upon it or its assets;
- 7.9 This agreement is neither in breach or contravention of any of the articles mentioned in the Articles of Association of BAHDL;
- 7.10 Pursuant to the execution of this Agreement, the Company shall have the absolute right and/or be solely entitled to exercise all the rights conferred upon BAHDL under the Development Agreement;
- 7.11 BAHDL is in possession and custody of the originals of all title documents relating to the Land including the Development Agreement;
- 7.12 There are no notice of lispendens, notices, attachment/s, acquisition/s, requisition/s, prohibitory orders of any nature whatsoever in respect of the Land or any part thereof whereby the title of the Board as the owner thereof to the Land or the rights of BAHDL under the Development Agreement are in any way affected or jeopardized, save and except two legal proceedings as disclosed by BAHDL through a disclosure letter dated 25th January 2012;
- 7.13 There are no disputes relating to the boundary of the Land pending or threatened with the occupants of the adjacent properties and the Land has been duly demarcated from the adjoining properties and no third party is claiming any right of way or easement or any other right over or in respect of any part or portion of the Project Land;
- 7.14 No portion of the Land is affected by any reservation for any public purpose or otherwise and neither the Board or BAHDL have received any notice for acquisition or requisition of the Land or any portion thereof from the governmental authority;

S. H. Builders & Realtors Ltd.

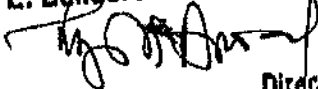

Director

For Bengal Ambuja Housing Development Limited


Whole-Time Director

- 7.15 There is no set back or set forward land in respect of the Land and no part of the Land is in the regular line of the road or highway, setback, road cutting etc. whatsoever;
- 7.16 There is not any mosque or temple established or any Hindu idol installed in any part of the Land or any part thereof belonging to any person or trust;
- 7.17 The Land or any part thereof is not dedicated orally or in writing to religious or charitable uses or used as a place of worship by any person or public;
- 7.18 The Land is not a notified or Planning area under the West Bengal Country and Town Planning Act nor affected by any zoning restrictions such that there is any impediment of any nature whatsoever in the development of the Project on the Land;
- 7.19 That the Land and/or any part or portion thereof has not been affected or vested under the Urban Land (Ceiling & Regulation) Act, 1976 and also under West Bengal Land Reforms Act, 1956;
- 7.20 There are no outstanding charges or arrears payable by the Board or BAHDL in respect of municipal taxes, arrears of land revenue or of any other nature whatsoever including for supply of electricity and water in respect of the Land and all such above referred amounts and charges payable by the Board with respect to the Land. BAHDL shall duly bear and pay all amounts payable to any statutory authority relating to land revenue, municipal taxes, statutory outgoings, duties, cess, charges, transfer fees/charges/premium, or any other government levies in respect of the Land payable prior to the execution of this Agreement;
- 7.21 No proceedings of any nature whatsoever are either pending or threatened against the BAHDL under the provisions of the Income Tax Act, 1961 affecting the Land or implementation of the Project and/or the right of the Company in the Land.
- 7.22 The acquisition and holding of the Land by the Board as the owner thereof and the acquisition and holding of the Land by BAHDL pursuant to the Development Agreement and the clauses stipulated in this Agreement is not in violation of any law or statute in force;
- 7.23 The Land is not affected by any zoning restrictions such that there is any impediment of any nature whatsoever in the development of the Project on the Land.
- 7.24 No notice has been served upon BAHDL for their winding up and no winding up proceedings are pending or threatened against BAHDL in any court or other adjudicatory forum. Neither Board or BAHDL are a 'sick industrial company' within the meaning of the Sick Industrial Companies (Special Provisions) Act, 1985;
- 7.25 There are no injunctions or existing Interim orders of any nature whatsoever in respect of the Land and that there are no impediments or prohibitions under any law or under any agreement whereby there is any impediment or prohibition on right of BAHDL to develop the Land or transfer their development rights, interest and benefit in respect of the Land in favour of the Company
- 7.26 BAHDL has not committed any act or omission and shall not commit any act or omission, which shall affect the rights, title and interest of the Board and/or BAHDL

S. E. Builders & Realtors Ltd.


Director

For Bengal Ambuja Housing Development Limited


Whole Time Director

into or over the Land and which shall in any manner dilute or prejudicially affect the rights and interest conferred upon the Company under this Agreement;

- 7.27 BAHDL will from time to time and at all times hereafter at the request and cost of the Company or any person claiming under it do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, things, matters and assurances in the law whatsoever for the better further and more perfectly and absolutely granting and assuring the right, benefit, entitlement of BAHDL to the Company in respect of the development of the Land in the manner mentioned herein;
- 7.28 There are no material facts or information that are remaining to be disclosed to the Company in relation to the Land.

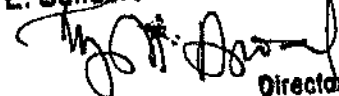
8. **Obligations of BAHDL:**

- 8.1 BAHDL shall cause the Board, at the risk, cost and expenses of BAHDL, to settle all claims regarding the Board's title in respect of the Land and shall ensure that the same do not in any manner impede the implementation of this Agreement or affects the right of the Company in any manner whatsoever.
- 8.2 BAHDL confirms that it will cause the Board to execute and register all appropriate documents including Sale Deeds/Lease Deeds/Deeds of Transfer enabling the Company to sell /lease/transfer the Land or the Units or the Buildings constructed on the Land together with the proportionate undivided share of the Land on such terms and conditions as the Company may decide at its sole discretion. Further, in the event at any time the Company deem fit to get the Land transfer in its name for the development of the project, then BAHDL ensures that it shall call upon the Board to do all acts, deeds, matters and things for the purpose of conveying the Land by the Board in favour of the Company without payment of any additional consideration by the Company.
- 8.3 BAHDL shall either itself or through the Board apply and obtain all sanctioned plans, consents, approvals, licenses and building permissions such as commencement certificate and occupation certificate for commencing and/or completing construction on the Land; any modifications to plans to be proposed by the Company, environment clearance, and all other approvals, sanctions, permissions, NOC's from appropriate authorities like Panchayat, Zilla Parishad, KMDA, KIT, WBSEB etc. for development of the Complex and implementation of the Scheme but the Company shall bear the entire cost including incidental charges for such permission/sanction etc.
- 8.4 It is clarified that all the architectural drawings, plans, designs and specifications in relation to the Project for which BAHDL shall be obtaining sanction or approval of the concerned authorities, shall be approved by the Company before submission of the same to the concerned authorities for their sanction. Further, any application or document to be submitted by BAHDL for obtaining the above permissions, sanctions, consents and approvals in relation to the Project shall be submitted by BAHDL only after the same is approved by the Company in writing.
- 8.5 For checking architectural drawing, design/structural design etc. for giving due sanction and signing the documents by the Chief Executive Officer of the Board before placing the plan to the appropriate authorities for necessary sanction, service charge @ Rs.25/- per Sq.Mtr. of built up area shall be levied in accordance with

For Bengal Ambuja Housing Development Limited


Whole-Time Director

S. E. Builders & Realtors Ltd.


Director

Housing Department Order No.689-H1/JV-13/04 dated 27.08.07. Such Service Charges shall be paid by BAHDL to the Board at the time of signing and approving the drawing, design etc. towards the cost of such checking and/or verification by the Board, to be reimbursed by the Company to BAHDL.

- 8.6 In terms of the Development Agreement, BAHDL shall complete the construction of the Complex and implement the Scheme within 5 (five) years from the date of execution of the Development Agreement. Before the expiry of the said period of 5 (five) years, BAHDL shall be solely liable to seek an extension of the timeline from Board for such further period as may be required by the Company.
- 8.7 BAHDL shall continue to oblige and comply with its obligations contained under the MOU entered by BAHDL with the Board.

9. **Dispute Resolution:**

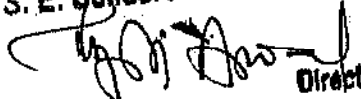
Any disputes, difference, controversy arising or relating to the interpretation of this Agreement shall be settled by a sole arbitrator to be mutually appointed by the Parties. If the Parties fail to mutually agree on appointment of an arbitrator, then the Parties shall apply only to the Court's at Kolkata for appointment of an arbitrator. The arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 and or any statutory modification for the time being in force. The place of arbitration shall be Kolkata and the proceedings shall be conducted in English. The arbitration award shall be a reasoned award.

10. **Miscellaneous:**

- 10.1 BAHDL hereby indemnifies and shall at all times keep the Company and its successors in title fully and effectively indemnified saved and harmless to the fullest extent permitted by law from and against any and all actions, costs, charges, fees, duties, suits, proceedings, losses, expenses (including legal costs and fees) damage, demands, claims arising from and in respect of (a) any defect discovered in the title of the Board or BAHDL or on account of termination of the Development Agreement for any reason, (b) non-compliance of any of the obligations of BAHDL mentioned herein, (c) any non-disclosure and/or improper disclosure and/or misrepresentation made by BAHDL anywhere in this Agreement or any other document entered between the Parties; (d) from and in respect of any representation that is held to be untrue and/or incorrect by any court of law or otherwise; (e) from any sums, duties, levies and penalties (including stamp duty and registration charges) payable to the government, statutory authorities and utilities in respect to title of the land or touching the Land or any part thereof; and (f) if the Company is dispossessed and /or unable to develop the Land or any part thereof at any time which is due to any act commission and or omission committed by BAHDL or Board at any time. The indemnity provided herein shall be in additions to the other rights that the Company may have/ be entitled to.

10.2 **Title Documents**

On or before the execution of this Agreement, BAHDL has handed over to the Company the original Development Agreement and all other original title documents pertaining to the Land that are in the custody of BAHDL.

S. E. Baiders & Realtors Ltd.

Director

For Bengal Ambuja Housing Development Limited


Whole Time Director

10.3 **Assignment**

The rights and obligations under this Agreement shall not be assigned by any Party to any Person, without prior written consent of the other Party and any attempted assignment without such consent shall be void ab initio.

10.4 **Confidentiality**

The Parties shall treat as confidential the provisions of this Agreement and all confidential information it possesses relating to the other Party as a result of negotiating or entering into this Agreement.

10.5 **Entire Understanding**

Except as otherwise agreed in writing between the Parties, this Agreement constitutes the whole agreement between the Parties and supersedes any previous written or oral agreements, understandings, negotiations and discussions between the Parties in relation to the matters dealt with in this Agreement.

10.6 **Further Assurances**

The Parties shall, with reasonable diligence and at the cost of the requesting party, do all such things and provide all such reasonable assurances as may be reasonably requested by the other party to consummate the transactions contemplated by this Agreement in the manner contemplated herein, and each Party shall provide, at the cost of the requesting party, such further documents or instruments reasonably requested by any other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

10.7 **Cumulative Rights**

All remedies of any of the parties to this Agreement, whether provided herein or conferred by statute, civil law, common law, custom, trade or usage, are cumulative and not alternative and may be forced successfully or concurrently.

10.8 **No Partnership or Joint Venture**

The Parties agree that this Agreement shall not be construed as a partnership, joint venture, collaboration, association of person or any agency between the Parties and this Agreement has been entered into by the Parties on a principal to principal basis. Each shall be individually liable to fulfill their obligations, comply with their respective liabilities and bear and pay their respect cost, expenses and taxes.

10.9 **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Republic of India.

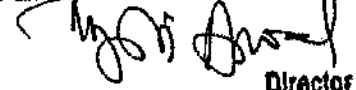
10.10 **Amendments**

No amendment, supplement, modification or clarification to this Agreement shall be valid or binding unless set forth in writing and duly executed by or on behalf of the Parties to this Agreement that are affected by such amendment, supplement, modification or clarification.

10.11 **Severability**

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part in any jurisdiction, such invalidity or unenforceability shall attach only to such provision or the applicable part of such provision and only as to such

S. E. Builders & Realtors Ltd.



Director

For Bengal Ambuja Housing Development Limited



Whole Time Director

Jurisdiction, and the remaining part of such provision and all other provisions of this Agreement shall continue to remain in full force and effect.

10.12 Counterparts

This Agreement may be executed by the Parties in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

10.13 Waiver

The waiver of any default or breach under this Agreement by any Party shall not constitute a waiver of the right to terminate this Agreement for any substantial default of a similar nature or under any other terms and conditions of this Agreement.

10.14 No Agency

The Parties agree that nothing in this Agreement shall be in any manner interpreted to constitute an agency for and on behalf of any other Party.

10.15 Notices

Any notice or other communication to be given under or in connection with this Agreement ("**NOTICE**") shall be in the English language in writing and signed by or on behalf of the Party giving it and marked for the attention of the other Party. A Notice may be delivered or sent by electronic mail (with a scanned copy of relevant notice, acknowledgement or other communication received included as an attachment), facsimile, recorded delivery post or international recognized courier to the address or fax number provided below. A Notice shall be deemed to have been served: (i) if delivered by courier or recorded post, at the time of delivery, (ii) if sent by electronic mail or facsimile, two hours after dispatch, if dispatched before 3.00 p.m. on any Business Day, and in any other case at 10.00 a.m. on the Business Day following the date of dispatch provided, that a copy of such notice or document is also dispatched by courier or recorded post on the same Business Day. In proving service of a Notice, it shall be sufficient to prove that delivery was made, or that the electronic mail or facsimile message was properly addressed and a machine generated confirmation of receipt received, as the case may be. All Notices shall be served at the following addresses of each of the Parties:

If to BAHDL

Name: Bengal Ambuja Housing Development Limited
Address: Vishwakarma Building, 86 C Topsia Road (S), Kolkata 700046.
Attention: Mr Chandra Prakash Kakarania
Email: cpkakarania@ambujarealty.com
Fax No: +91 33 40406161

If to the Company

Name: S.E. BUILDERS & REALTORS LTD
Address: Vishwakarma Building, 86 C Topsia Road (S), Kolkata 700046.
Attention : Mr Chandra Prakash Kakarania
Email : cpkakarania@ambujarealty.com
Fax No: +91 33 40406161

S. E. Builders & Realtors Ltd.


Director

For Bengal Ambuja Housing Development Limited


Whole Time Director

SCHEDULE - A

(The "Land")

ALL THAT the piece and parcel of land measuring 20.184 Acres comprised in Mouza Barakhola, J.L.No.21, within Police Station Purba Jadavpur (formerly Tollygunge) Sub-Registry Office Sealdah in the District of South 24 Parganas and comprised in R.S.Plot Nos. and Khatian Nos. as follows and delineated on the map or plan annexed hereto and coloured "RED"

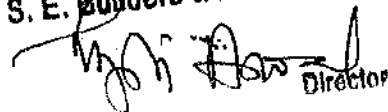
Khatian Nos	R.S.Plot No.	Quantity (in Acre)
156, 164	135 (P)	5.759
156, 164	136 (P)	5.233
165, 157	137 (P)	0.160
148	126/165 (P)	5.164
156, 164	124/167 (P)	1.421
156, 164	127/169 (P)	1.145
147	128/170 (P)	0.400
148	129/171 (P)	0.902
		20.184

SCHEDULE-B

(Scheme)

1. The Development will primarily be for housing and allied purposes as also for infrastructural, recreational and support facilities including shopping and commercial areas for the benefit of the residents as well as those in the surrounding areas and/or adjoining areas and/or in the vicinity. It may also include multipurpose community hall/ auditorium for the residents/occupants and/or for the neighbourhood. It may have dwelling unit for LIG, MIG and HIG in a suitable mix up. However, total units of EWS, LIG and MIG should not be less than 50% of the total number of dwelling units on the Scheme approved. The sale price of EWS, LIG and MIG units will be determined as per guideline recently issued by the Govt. in the Housing Dept. vide memo No.414(21)-H1/1M-2/2007 dated 15th July, 2009.
2. All construction and/or development will be in accordance with and within the framework of the prevailing Building Bye Laws of the Kolkata Municipal Corporation or of any such authority/agency having jurisdiction over the said area.

S. E. Builders & Realtors Ltd.

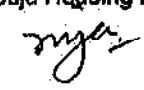

Director

For Bengal Ambuja Housing Development Limited


Whole Time Director

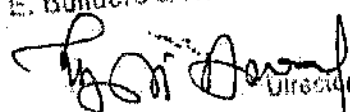
IN WITNESS WHEREOF THE PARTIES hereto have executed these present at Kolkata on the day, month and year first above written.

SIGNED and DELIVERED by)
for and on behalf of the BENGAL AMBUJA)
HOUSING DEVELOPMENT LIMITED)
Through Mr N. K. Jain)
In terms of the Board Resolution dated 24th January 2012)
in the presence of :)

For Bengal Ambuja Housing Development Limited

Whole Time Director

1. Chandra Prakash Karanar)
86c Topra Road (South))
Kolkata - 700046)
2. Rajesh Kumar Agar)
86c Topra Road (S))
Kolkata - 700046)

SIGNED and DELIVERED by)
for and on behalf of the Company)
S.E. BUILDERS & REALTORS LTD)
Through Mr P. J. Agrawal)
In terms of the Board Resolution dated 25th January 2012)
in the presence of :)

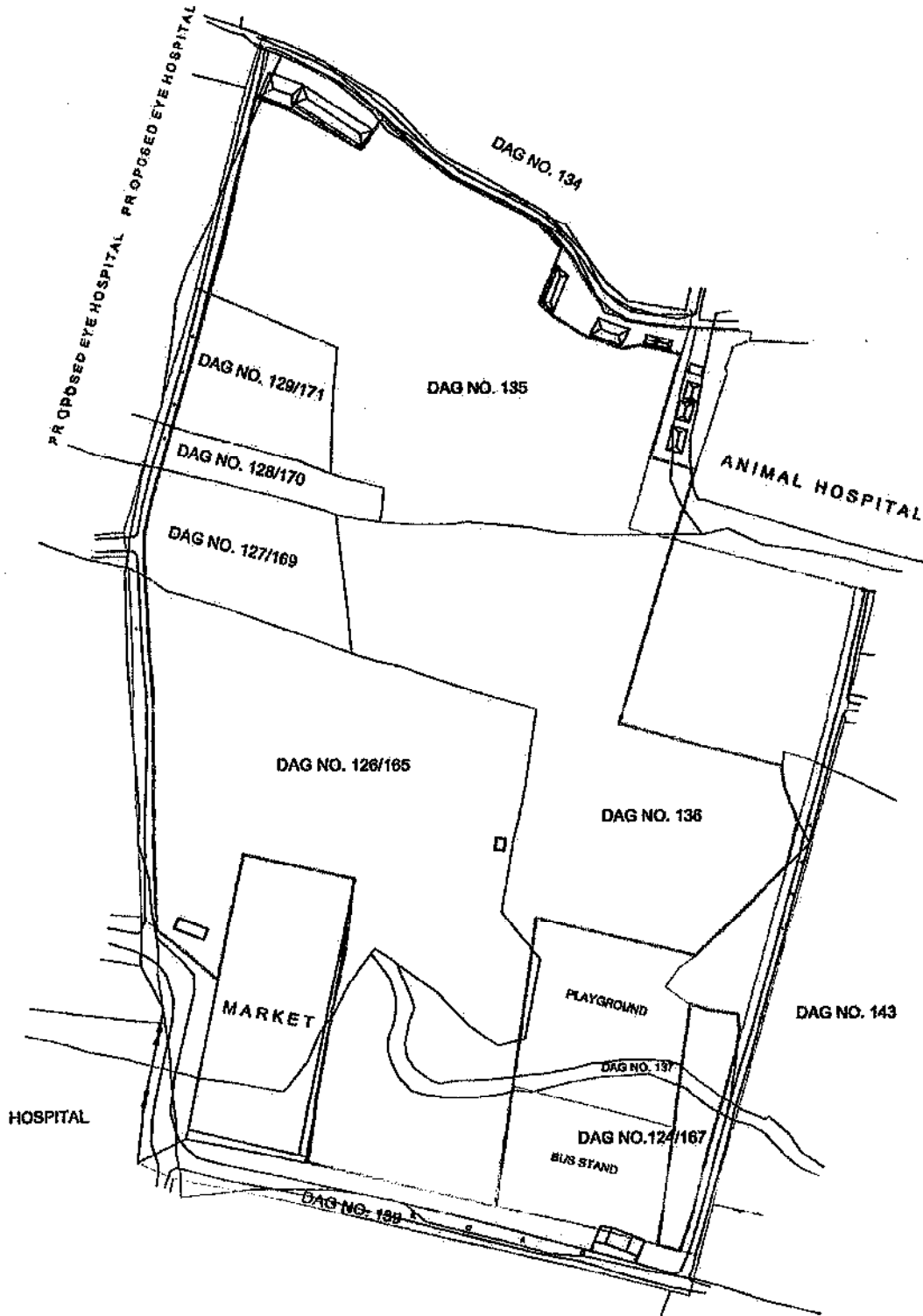
S. E. Builders & Realtors Ltd.

Director

1. Partha Chakravarty)
86-C Topra Road (S) ; Kol - 700046)
2. Sanjay G. Mohanty)
86C Topra Road (S). Kol - 700046)

For Bengal Ambuja Housing Development Limited

Whole Time Director

**SITE PLAN SHOWING THE AREA OF LAND AT DAG NO. 135(P),
 136(P), 137(F),126/165(P),
 127/169(P), 128/170(P), 129/171(P) & 124/167(P) IN
 MOUZA - BARAKHOLA, J.L. NO. - 21,
 P.S.- PURVAJADAVPUR, DIST.- 24 PARGANAS (SOUTH)**



DAG AREA STATEMENT

DAG NO. 135 (P)	5.759 ACRE
DAG NO. 136 (P)	5.233 ACRE
DAG NO. 126/165 (P)	5.164 ACRE
DAG NO. 127/169 (P)	1.145 ACRE
DAG NO. 128/170 (P)	0.400 ACRE
DAG NO. 129/171 (P)	0.902 ACRE
DAG NO. 124/167 (P)	1.421 ACRE
DAG NO. 137 (F)	0.160 ACRE
TOTAL	20.18 ACRE

LEGEND

□ EXISTING STRUCTURE