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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

V 629574

9-0-1078676/24

Certified that the document is admitted to registration. The signature Sheet / Sheet's and the endorsement / Endor's attached with this document are correct per this document

Registrar II (2)
District Registrar II
24 Pgs (N) Barasat

15 DEC 2015

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE 15TH DAY OF December, TWO THOUSAND AND FIFTEEN (2015)

128971

A. K. Chowdhary & Co.
Advocates
10, Old Post Office Street
Room No. 21, 1st Floor, Kol-1

| | |
|-----------------------|-------------|
| NO. | 100/ |
| DATE | 11 DEC 2015 |
| SUNIL KUMAR MUKHERJEE | |
| Licensed Advocate | |
| 2 & 3, K. S. Road | |

11 DEC 2015
11 DEC 2015



Registrar I/S 7(2)
District Sub. Registrar II
24 Pgs (A) Barasat

15 DEC 2015

BETWEEN

ASTORIA HOTEL PVT. LTD (PAN AACCA5828M) (CIN U55101WB1990PTC048292) a company within the meaning of the Companies Act 1956 having its registered office at 6/3, Sudder Street, PO New Market, PS New Market Kolkata 700016 represented by its Director **RAJU ALIMCHANDANI (PAN ACLPA9173B)** son of Late M.M. Mohan, Occupation Business PO New Market, PS New Market Kolkata 700016 hereinafter referred to as "the **OWNER** " (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and successors in interest) of the **FIRST PART.**

AND

M/S. HIMANGA MERCANTILES PRIVATE LIMITED (PAN AAACH6340K) (CIN U51909WB1994PTC066866) , a Private Limited Company incorporated under the Companies Act, 1956 having its registered office at 6, Hanspukur Lane, 4th floor, Suite No. 415/416, Kolkata - 700 007, represented by its Managing Director **RAUNAK JHUNJHUNWALA (PAN AEYPJ0495G)**, son of **SUSHIL KUMAR JHUNJHUNWALA**, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at P - 829/1, Lake Town, Block - A, Police Station - Lake Town, Kolkata - 700089 hereinafter referred to as "the **DEVELOPER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and successors in interest) of the **OTHER PART:**

PART-I # DEFINITIONS:

- I. In this agreement, unless there be something contrary or repugnant to the subject or context:
- (a) **Property/Properties** " shall mean All that the piece and parcel of Land Measuring 8 Bighas 3 Cottahs 10 Chittacs 3 sq feet (more or less) lying and situate at and within R.S. Dag No. 443, 447, 448, 449, 450, 462, all have been classification Danga within Mouza : Sahara, J.L. No. 46, R.S. No. 3, Touzi No. 146, Pargana : Anawarpur, Police Station : Airport, District : North 24 Parganas, morefully and particularly mentioned and described in the **First Schedule** hereunder written.
 - (b) **"New Building"** shall mean one or more new buildings to be constructed by the Developer at the said properties and include any other structure that may be erected by the Developer thereat.
 - (c) **"Building Plan"** shall mean the plan to be caused to be sanctioned from the Madhyamgram Municipality and/or Local Municipal Authority and other concerned authorities for construction of the New Building at the said properties and include all

sanctionable modifications made thereof and/or alterations made thereto from time to time.

- (d) **"Units"** shall mean residential flats and other saleable spaces in the New Building/s capable of being independently held and enjoyed by a person which shall be sold by the respective parties entitled to the same under the terms of this Agreement.
- (e) **"Parking Spaces"** shall mean the open and covered spaces in the Building Complex to be used only for parking of motor cars which shall be sold to the unit transferees against consideration.
- (f) **"Common Areas And Installations"** shall mean the areas, installations and facilities in and for the New Building/s and the said premises expressed or intended by the Owner/Developer for common use of the transferees of Units.
- (g) **"Building Complex"** shall mean the said properties with the New Building/s thereon including the Units, Parking Spaces (both open and covered) and the Common Areas and Installations.
- (h) **"Transferees"** shall mean and include all persons to whom any Unit, with or without Parking Space, is transferred or agreed to be so done and possession whereof has been delivered to them.
- (i) **"Interpretation"** Any reference made singly to the Developer shall mean the obligations, responsibilities and assurances given by the Developer to the Owner and Any reference made singly to the Owner shall mean the obligations, responsibilities and assurances given by the Owner to the Developer.
- (j) **"Owner's Allocation"** shall mean 31% (thirty One Percent) share in the Units, Parking Spaces, Common Areas and Installations in the Building Complex and wherever the context so permits or intends shall include proportionate undivided share in the land of the said properties subject to a minimum of 1,06,950 sq feet. of the saleable area comprising of 93,000 sq feet of residential units, 13,950 sq feet of commercial area and 45 no of car parking spaces and in case the project is designed exclusively as a residential project the owners allocation shall be 33% of the saleable area or a minimum 1,13,850 sq feet comprising of residential units and car parking spaces.
- (k) **"Developer's Allocation"** shall mean 69% (sixty nine percent) share in the Units, Parking Spaces, Common Areas and Installations in the Building Complex and wherever the context so permits or intends shall include proportionate undivided share in the land of the said properties and in case the project is designed exclusively as a residential project the Developers allocation shall be 67% of the share in the Units, Parking Spaces, Common Areas and Installations in the Building Complex and wherever the context so permits or intends shall include like 67% undivided share in the land of the said properties.


 भारत के निर्वाचन आयोग
 भारत सरकार
ELECTION COMMISSION OF INDIA
IDENTITY CARD

JNV0470450




निर्वाचक नाम : तारक नाथ दास
Elector's Name : Tarak Nath Das
 पिता का नाम : गोपाल चंद्र दास
Father's Name : Gopal Chandr Das
 लिंग / Sex : पुरु / M
 जन्म तिथि / Date of Birth : 18/11/1908

Tarak Nath Das

JNV0470450

निर्वाचक:
 10 सुरेन्द्रलाल प्येन लेन नो-40 के.एम.सि.
 मुचिपारा कलकता 700012

Address:
 10 SURENDRALAL PYNE LANIWARD
 NO-40 K.M.C. MUCHIPARA KOLKATA
 700012

[Signature]

Date: 25/03/2008
 157-विद्यसागर निर्वाचन क्षेत्र निर्वाचन अधिकारी
 का निमित्त हस्ताक्षर
**Facsimile Signature of the Electoral
 Registration Officer for
 157-Vidyasagar Constituency**

किसी भी परिवर्तन होने पर निर्वाचक को तुरंत ईसी से सम्पर्क कर अपने पते का नया पता ईसी को सूचित करवाकर नया कार्ड प्राप्त करना चाहिए।
 In case of change in address mention this Card No. in the relevant Form for including your name in the roll of the changed address and to obtain the card with same number.

- (l) **"Common Purposes"** shall mean and include the purpose of maintaining, managing and up-keeping of the Building Complex and in particular the Common Areas and Installations; rendition of common services in common to the Transferees of the Units in the Building Complex; collection and disbursement of the common expenses; the purpose of regulating mutual rights obligations and liabilities of the Transferees of the Units and dealing with all matters of common interest of the Transferees of the Units.
- (m) **"Reserved Allocation /Area"** shall mean an area equivalent to 60,000 square feet of saleable area to be demarcated and /or identified out of The Owners allocation which shall be dealt with in the manner as hereinafter stated."
- (n) **"Extras"**: shall mean all such amounts per unit not being revenue receipts towards sale consideration that the Developer is authorised and permitted to collect and utilise for the purposes of providing extra facilities and amenities in the Project together with other amounts and deposits towards maintenance, electrical infrastructure, HT/LT line, sinking fund (if any) and any other amenity which according to the Developer is necessary for the Project and/or which the Developer desires to introduce in the Project. The amount of Extra shall be such as shall be decided by the Developer. Owner herein shall pay the extra costs to the Developer which shall be calculated on the basis of the number of units that shall ultimately form part of the Owners Allocation. In the event the Owner decide to retain any part of its allocation in the form of Units and/or constructed spaces in such case the Owner shall pay such applicable extra costs to the Developer at the time of physical handover of such allocation. The Owner has authorised and permitted the Developer to retain the extra amounts in respect of units that shall ultimately form part of the Owner Allocation including the reserved area.
- (o) **"Marketing Expenses"** shall mean and include the costs and expenses to be incurred by the Developer on account of sales and marketing related procedures, media exposure (print and electronic), printing of brochures, pamphlets, flyers, displays, brokerage costs etc. In the event the Owner desires to sell the units pertaining to its allocation through the Developer in such case the land Owner shall pay an amount equivalent to Five percent (5%) of the revenue receipts out of the amounts to be received by the Developer from Intending purchasers of those specific units. The Developer shall retain the marketing Expenses and as stated hereinbefore make over the balance amount to the Owner.
- (p) **"Force Majeure"** shall mean those conditions which shall result in delays in commencement of construction, preconstruction activities and/or progress of construction and shall include conditions due to flood, water-logging, earthquake, riot, war, storm, tempest, civil commotion or any legal dispute restraining construction or

development of the said properties not occasioned at the instance of or due to any default on the part of the Developer.

- (q) **"Advocates"** shall mean A. K. Chowdhary & Co., Advocates of 10, Old Post Office Street, Room No. 21, First Floor, Kolkata – 700 001 who has been appointed by the Developer as the Advocate for all purposes including drafting the Standard Agreement for Sale, and Standard Deed of Conveyance and all others documents and papers as may be required from time to time by the Developer and shall mean Pioneer law Firm of 10 Kiran Shankar Roy Road, Ground Floor, Kolkata 700001 who has been appointed by the Owner as their Advocate.
- (r) **"Agreement"** shall mean this Development Agreement including the Schedules as may be, supplemented or modified in accordance with the provisions hereof and shall include any supplemental Agreement to this Development Agreement duly made subsequently.
- (s) **"Architect"** shall mean such person or persons or firm or firms who may be appointed by the Developer at its cost for designing planning and supervision of construction of the building complex intended to be construed pursuant to this Agreement
- (t) **"Statutory Permissions"** shall mean any and all permissions, clearances, licenses, authorizations, consents, no-objections, approvals and exemptions under or pursuant to any of the applicable laws or from any government authority required in connection with the development of the said Premises and for undertaking, performing or discharging the obligations contemplated by this Agreement.
- (u) **"Encumbrances"** shall mean any encumbrance under mortgage, charge, pledge, lien, hypothecation, security interest, assignment or other obligation or restriction of that nature and not having a bankable title.
- (v) **"Title Deeds"** shall mean the sale certificate issued by the Authorized officer, and sale deed to be executed and registered in favour of the Owner by Allahabad Bank on the basis of such sale certificate and all other prior link deeds, parchas, etc.
- (w) **"Saleable Space"** shall mean the total space in the proposed new building complex available for independent use and occupation after making due provisions for common facilities and amenities thereof.
- (x) **"Parties"** shall collectively mean the Owner and the Developer and "Party" according to the context shall mean the Owner, and the Developer individually.

II. INTERPRETATION:

- (i) Reference to any clause shall mean such clause of this agreement and include any sub-clauses thereof.

- (ii) Headings, clause titles, capitalized expressions and bold expressions are given for convenience purpose only.

PART – II # RECITALS:

WHEREAS the Owner are the full and absolute owner of **land measuring** All that the piece and parcel of Land Measuring 8 Bighas 3 Cottahs 10 Chittacs 3 sq feet (more or less) lying and situate at and within R.S. Dag No. 443, 447, 448, 449, 450, 462, all have been classification Danga within Mouza : Sahara, J.L. No. 46, R.S. No. 3, Touzi No. 146, Pargana : Anawarpur, Police Station : Airport, District : North 24 Parganas more fully and particularly mentioned and described in the **First Schedule** hereunder written.

WHEREAS the manner in which the Owner has acquired right, title and interest in the Schedule Land is described in the Second Schedule as follows :-

- (a) One Mechano Paper Machines Ltd. was the absolute owner of the schedule property.
- (b) The said Mechano Paper Machines Ltd. have obtained certain credit facilities from Allahabad Bank.
- (c) With a view to secure the said credit facilities the said Mechano Paper Machines Ltd. duly kept in mortgage seven several Deeds of Conveyance.
- (d) The said Mechano Paper Machines Ltd. failed to pay the said dues and thereafter the loan account of the said Mechano Paper Machines Ltd. was declared a non performing assets.
- (e) The said Allahabad Bank initiated proceeding under SARFAESI Act 2002 and ultimately issued a notice of sale on 16.01.2011. Pursuant to the said notice of sale the owner herein duly participated in the bid and was declared the highest bidder by Allahabad Bank as confirmed in the letter dated 21.02.2011.
- (f) The owner herein duly paid the bid amount to Allahabad Bank Ltd. and accordingly sale certificate was issued by Allahabad Bank, Assets Recovery Management Branch, Kolkata, 7, Red Cross Place, Kolkata 700001 on 08.03.2011 and the owner herein was put in possession of the Schedule property.
- (g) The execution of Deed of Conveyance and registration of same in favour of the owner herein in respect to the proeprty described in the First Schedule is pending and the owner shall get the Deed of Conveyance executed in its name within a period of **60 days from the date of execution of this Agreement**.
- (h) The owners being desirous of developing the Schedule Property hereby appoints the Developer as the 'Developer' to develop the property into a building complex comprising of several building blocks. The Land Owner has represents to the Developer that:-

- I. The Owner is in peaceful possession of the Schedule property.
- II. The Owner has represented that the property described in the First Schedule is free from encumbrances, mortgages, charges, liens, lispendens, attachments, acquisitions, requisitions, claims, government notifications, any legal effect, and demands and any of the above representations or any condition that materially affects the title of the owner which shall prevent or obstruct the Developer from commencing or progressing with the work of development shall be the responsibility of the Owner who shall keep the Developer indemnified for the same and the property has a bankable title.
- III. The Owner has not received any notice for maintaining status quo order or restraining them from sale of the property by any court of law as on the date of execution of this presents.
- IV. The Owner has not entered into any agreement or contract with any person or persons / company or companies in connection with the said property or any part thereof or its development / transfer prior to the execution of this agreement save and except to the extent stated within.

AND WHEREAS the Developer has assured that it has adequate funds, know-how, expertise and all means to undertake development of the Building Complex in the manner agreed hereunder.

AND WHEREAS the Developer has gone through the documents available with the landowner in respect of the property as referred to in this agreement.

AND WHEREAS upon discussions and negotiations it is agreed between the Parties that the Developer would develop the same at its own costs and expenses and the Parties would be entitled to sale of their respective allocations in the Building Complex so developed by the Developer at the said properties on certain terms and conditions as herein contained.

PART - III # OWNERS RIGHTS AND REPRESENTATIONS

Allahabad bank had issued a Notice of Sale dated 16th January, 2011 inviting offers for sale of properties described in such Sale Notice and as described in the First Schedule hereunder written.

The Sale Notice issue by the Allahabad Bank dated 16th January, 2011 had appeared in the Times of India, Kolkata edition and such Sale notice was with regard to the Loan Account of

M/S. Mechano Paper Machines Limited of Commerce House, 2, Ganesh Chandra Avenue, Kolkata - 700013.

Upon coming to know of such an advertisement, the Astoria Hotel Pvt. Ltd. along with assistance of Smt. Shailja Agarwal one of the Directors of the Desire Financial Consultants Pvt. Ltd., Harish Kumar S. Gathani and one Raghuvir Sales Pt. Ltd. collected and accumulated a sum of Rs. 85,20,000.00 and deposited the same with Allahabad Bank being the earnest money to become a eligible bidder for the said sale of properties of M/S. Mechano Paper Mechines Limited.

Thereafter, the said Harish Kumar S. Gathani also became disinterested in keeping himself within the team to purchase the said property of M/S. Machano Paper Machineries Ltd. and informed members of the team to that effect consequent whereof on request of the other two members of the team, Desire Financial Consultants Pvt. Ltd. agreed to take over share of the said Harish Kumar S. Gathani in the team.

Subsequently, Raghuvir Sale Pvt. Ltd. became no longer interested to proceed with the purchase of the said properties and withdrew its name from the inter se understanding of the Purchasers by giving a letter to that effect to Astoria Hotel Pvt., Ltd. However, one Sarmistha Damani came into the team with 5% share thereon.

It was mutually agreed upon that for the convenience and expediency, the team would be projected as the team Astoria Hotel Pvt. Ltd, but for all material purposes individual component of the team would be having their distinct share in the deal based upon their respective contribution of money to the deal.

Notwithstanding anything stated to the contrary elsewhere in this agreemnt the title of the property shall always remain with Astoria Hotels Pvt Ltd prior to and/or upon execution of the Deed of Conveyance by Allahabad Bank in favour of Astoria Hotel Pvt Ltd

Within the above facts and circumstances Astoria Hotel Pvt. Ltd. has agreed to share 52.50% of the revenue pertaining to its allocation as and when the schedule land is developed with Desire Financial Consultants Pvt. Ltd. and 5% of the revenue as and when the schedule land is developed with Smt. Sarmista Damani and Each will bear Tax obligation according to their ratio.

It is further clarified that notwithstanding the interse understandings between Astoria Hotel Pvt. Ltd, Desire Financial Consultants Pvt Ltd, Smt. Sarmista Damani the Developer is

entering into this agreement with Astoria Hotel Pvt. Ltd on the specific assurance that Astoria Hotel Pvt. Ltd shall keep the developer indemnified for all purposes and intents. There exists no privity of contract between Desire Financial Consultants Pvt. Ltd., Smt. Sarmista Damani and the Developer herein and accordingly Astoria Hotel Pvt. Ltd shall for all times ensure that its understandings with Desire Financial Consultants Pvt. Ltd., Smt. Sarmista Damani shall not have any adverse effect on the project.

On 21st February, 2011, Allahabad Bank had declared the Astoria Hotel Pvt. Ltd as, the highest bidder and asked it to deposit within 24 hours from the date of opening of bid i.e. on 21.02.2011 the 25% of the total sale consideration of Rs.9,01,00,000.00 excluding 10% of the earnest money already deposited.

Upon depositing the sum of Rs.25% of the total bid amount the balance 75% of consideration has to be paid by the parties hereto to the Bank within 15 days from the date of opening of the Bid. Balance 75% had already been paid on 06.03.2011 and thereafter sale certificate in favour of the Owner was issued by the Authorised office of Allahabad Bank in favour of landowner on 08.03.2011

The Owner is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Premises being **ALL THAT** piece and parcel of Land measuring 8 Bighas 3 Cottahs 10 Chittacs 3 sq feet (more or less) lying and situate at and within R.S. Dag No. 443, 447, 448, 449, 450, 462, all have been classification Danga and Sali within Mouza : Sahara, J.L. No. 4G, R.S. No. 3, Touzi No. 146, Pargana : Anawarpur, Police Station : Airport, District : North 24 Parganas ward no 26 of Madhyamgram Municipality as more fully and particularly described in the First Schedule hereunder written and has a marketable and bankable title to the said Premises free from all encumbrances, charges, mortgages, liens, lispendens, trusts and attachments.

That the Owner has not done any act deed or thing which might affect its right to grant the Developer the exclusive right to develop the said Premises and that it has not entered into any agreement, written or oral, with any person other than the Developer herein concerning the said Premises.

That the said Premises is free from all encumbrances, charges, mortgages, liens, lispendens, trusts and attachments of whatsoever and howsoever nature and that the said Premises is in the exclusive possession of the Owner herein and the schedule land has a bankable title.

That the Developer shall be and is entitled to exclusively develop construct and complete the buildings on the said Premises without any interruption or interference from the Owner or any person or persons claiming through or under the Owner.

The Owner shall execute all deeds, documents and instruments as may be necessary and/or required from time to time for carrying out the development of the said Premises in terms hereof for the purpose of obtaining all consents, to sign and execute all deeds, documents and instruments as may be necessary and/or required to enable the Developer to undertake construction of the building in accordance with the sanctioned Building Plan.

AND WHEREAS the parties do hereby record into writing the terms and conditions agreed by and between them in connection with the development of the said property and commercial exploitation of their respective allocations in the Building Complex and their respective rights and obligations in respect of the same as hereinafter contained:

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

1. AGREEMENT, CONSIDERATION AND ALLOCATIONS:

- 1.1** In the premises aforesaid, the Parties have agreed and contracted with each other for development and commercial exploitation of the Building Complex at the said properties for their mutual benefit and for the consideration and on the terms and conditions hereinafter contained.
- 1.2** In consideration of the mutual promises and obligations of the Parties contained herein, the Owner hereby agrees to contribute the said Property and to allow the same to be used for the purpose of development by the Developer and accordingly Owner, and the Developer grant unto each other the respective allocations subject to and on the terms and conditions hereinafter contained:
- 1.3** In consideration of the Owners providing land of the said property as aforesaid, the Developer hereby agrees to develop the Building Complex and construct the New Building solely at its own costs and expenses and deliver the Owner's Allocation to the Owner (subject to the terms and conditions as contained herein) in the manner mentioned herein and comply with its obligations and liabilities herein contained.

- 1.4 It is agreed by and between the parties hereto that in the Building Complex, the Owners shall be entitled to and shall be handed over the Owner's allocation and the Developer shall be entitled to and shall be allocated the Developer's Allocation in accordance with the ratio as mutually agreed upon and The ultimate roof of the New Building, the Common Areas and Installation in the Building Complex and the proportionate land comprised in the said properties shall belong to the Owner and the Developer in the sharing ratio.
- 1.5 The Owner shall subject to the terms of this Agreement sell and transfer to the Developer and/or its nominee or nominees the constructions together with the undivided share in the land comprised in the said properties in such shares as the Developer may nominate or require and in a state free from encumbrances.
- 1.6 The Developer shall subject to the terms of this Agreement sell and transfer to its nominee or nominees the constructions together with the undivided share in the land comprised in the said properties in such shares as the Developer may nominate or require and in a state free from encumbrances with a bankable title.
- 1.7 The Developer agrees to develop the said properties by constructing the New Building thereat, which includes, inter alia, the respective allocations, solely at its own costs and expenses in the manner hereinafter mentioned and to provide all requisite workmanship, materials, technical knowhow and finances for the same in the manner and on the terms and conditions hereinafter contained.
- 1.8 It is made clear that all and entire costs and expenses for construction and completion of the entire allocation shall be borne and paid by the Developer and the Owner shall not be liable to bear any expenses in respect thereof, save the Extras and Deposits agreed to be paid by the Owner and/or their Transferees at the time of delivery of possession of the Owners Allocation.
- 1.9 At all stages of construction, Owner shall own and be absolutely entitled to the Owners Allocation and the Developer shall be absolutely entitled to the Developer's Allocation in terms of this agreement.
- 1.10 Without prejudice to the generality of the foregoing provisions and nonetheless and in addition thereto it is agreed and made clear that the consideration for the sale and transfer of the undivided share in the land of the said properties forming part of the Developer's Allocation to the Developer shall be deemed to be the cost of construction of the Owners Allocation.
- 1.11 Each of the promises contained herein shall be the consideration for the other.
- 1.12 The Parties shall be entitled to commercially exploit their respective allocations in the manner mentioned hereinafter.

2. SECURITY DEPOSIT

- 2.1 The Developer shall pay to the Owner a sum of **Rs.4,00,00,000/- (Rupees Four Crores)** only at or before the execution hereof as interest free adjustable security deposit (the receipt whereof the Owner do hereby as also by the receipt and memo hereunder written admit and acknowledge). The Owner has put the Developer in possession of the Property and the Developer shall appoint their respective security guards thereat.
- 2.2 The Developer shall pay to the Owner a sum of **Rs. 3,50,00,000/- (Rupees Three Crores Fifty Lakhs)** only as interest free adjustable security deposit within a period of six months from the date of registration of the instant agreement after the Owner duly complies with its obligations with respect to registration of Deed of Conveyance in the name of the Owner, mutation (Municipality and BLLRO) and conversion of the property from its present classification to Housing Complex.
- 2.3 The Developer shall pay to the Owner a sum of **Rs. 3,50,00,000/- (Rupees Three Crores Fifty Lakhs)** only as interest free adjustable security deposit within a period of six months from the date of payment of the amounts as stated in clause 2.2 immediately preceding and the owner shall provide necessary co-operation to the Developer as may be required by the developer from time to time.
- 2.4 The said interest free security deposit **Rs. 11,00,00,000/- (Rupees Eleven Crores)** only shall be adjusted by the Developer in the manner as stated hereinafter.

3. HANDING OVER OF ALLOCATIONS.

- 3.1 Only Upon handing over by the Developer The Owner shall be exclusively entitled to the Owners Allocation in terms of this agreement with exclusive right to sell, transfer and convey or otherwise to deal with the same without any right, claim or interest therein whatsoever of the Developer and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession of the Owners Allocation subject to the terms of this agreement. In the event the Owner wants to sell the units pertaining to its allocation during the period under construction in such case it can do so through the Developer only and the land Owner shall pay towards marketing cost to the Developer an amount equivalent to Five percent (5%) of the revenue receipts out of the amounts to be received by the Developer from intending purchasers of those specific units.

- 3.2 The Developer shall be exclusively entitled to the Developer's Allocation in terms of this agreement with exclusive right to sell, transfer and convey or otherwise deal with the same without any right, claim or interest therein whatsoever of the Owner and the Owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation in terms of this agreement.
- 3.3 The Owner has given right to the Developers to sell, transfer and convey the constructed saleable area/space in terms of this agreement in the new constructions pertaining to the developers Allocation as well as the proportionate share in the land, in favour of any transferee through Registered Power of Attorney.
- 3.4 The allocation shall be in terms of this Agreement and the Owner has agreed and consented that the demarcated reserved area shall form and be a part of the Developers Allocation and the Developers Allocation shall stand revised and shall be termed as the Revised allocation for all purposes and intents and the security deposit amount shall be set off against the reserved allocation and the Power of Attorney in favour of the Developer shall empower the Developer to sell transfer and convey and accept and retain unto itself the revenue pertaining to the Reserved Allocation.
- 3.5 **Transfer of Developer's Allocation:** In consideration of the Developer constructing the new building/buildings on the demised premises the Owner shall execute deeds of conveyances of the undivided proportionate share in the land in favour of the Transferees, in such part or parts as shall or may be required by the Developer. The Owner has also given right to the Developers to sell, transfer and convey constructed saleable area/space pertaining to the developers Allocation and /or revised allocation in terms of this agreement in favour of the transferees by a separate Registered Power of Attorney signed simultaneously with this Agreement.
4. **Cost of Transfer:** The cost of such conveyances including stamp duty and registration expenses and all other legal expenses shall be borne and paid by the Transferees of the respective allocations.
- 4.1 The mode and manner of adjustment of the amount of security deposit has been mutually agreed upon between the parties and the parties specifically assures not to create any impediment whatsoever in the said agreed manner.
5. **MUNICIPAL TAXES AND KHAJANA:**
- 5.1 The Owner shall pay the municipal rates and taxes, khajna, rents, fees, etc., for all periods prior to the execution of this Agreement.
- 5.2 From the date of this Agreement the developer shall pay the municipal rates and taxes, khajna, rents, fees, etc

- 5.3 From the date of handing over possession of the respective units and/or from the date of notice of possession to the Owner and /or to the Transferees, the Owner and /or the Transferees shall be responsible to pay all respective rates and taxes.
6. **TITLE DEEDS:**
- 6.1 The Owner shall retain all the Deed of Conveyance to be executed in its favour in respect of the property till such time the entire security deposit is made over to the Owner by the developer. The Owner shall without failure and/or delay give inspection of all original documents of title at any place as may be required by the Developer and /or extracts and/or photocopies thereof as may be required from time to time to the Developer within 72 hours of the request being made and within the Kolkata Municipal Limits.
- 6.2 Simultaneously upon payment of the last tranche of security deposit as agreed above the Owner shall handover All the original title deeds and other documents in respect of the said Properties to the Developer which shall be kept by the Developer without creating any mortgage/ third party interest or misuse the same and shall keep the same in its safe custody in an un-obliterated and un-cancelled manner until the project is completed and the said documents are finally handed over to the Association of Owner. Prior thereto The Developer shall without failure and/or delay give inspection of all original documents of title at any place as may be required by the owner and /or extracts and/or photocopies thereof as may be required from time to time to the Owner within 72 hours of the request being made and within the Kolkata Municipal Limits.
- 6.3 In the event the Developer avails any project loan the Developer shall avail the same without creating any mortgage of the LandsOwner Allocation further to the condition that the Developer shall be under an obligation to ensure that the Owner allocation and/or revenue in lieu thereof shall be handed over to the Owner within the time frame as agreed, however, subject to the right of appropriation of sale proceeds till the Developer's Security deposit is paid in full. The developer shall have the right to create a mortgage of its allocation only without in any manner interfering with the Owner allocation and /or without depositing the Original Title documents.
- 6.4 Upon formation of the association/society/company of the Transferees of the Units in the Building Complex for taking over the acts relating to the Common Purposes, the Developer shall deliver the original title deeds in respect of the said properties to such association/society/company.
- 6.5 The Owner and/or the Developer shall provide inspection, examination of the said documents from time to time to such persons for such matters as shall be relevant for the purposes of the Project and/or sale , transfer of Units in the Project.

- 6.6 It being further agreed that respective Transferees of Units shall be permitted to take finance from banks and financial institutions for acquiring the Units and/or Parking Spaces in the Building Complex without any obstruction from the Owner or the Developer.

7. STATUTORY PERMISSIONS: MUTATION, CONVERSION, PERMISSIONS, PREPARATION AND SANCTION OF BUILDING PLAN ETC:

- 7.1 **DEVELOPERS:** The Developer shall bear the costs and expenses for preparation and sanction of building plan and the developer shall within a period of 120 days from the date of execution of Deed of Conveyance in favour of the Owner submit the building plan to the sanctioning authority.
- 7.2 **OWNER:** The Owner shall Cause the names of the Owner to be mutated in the records of the Madhyamgram Municipality and/or local Municipal Authority and in the records of the Block Land & Land Reforms Office.
- 7.3 The Owner shall mutate the lands in its name in the records of the Madhyamgram Municipality and/or local Municipal Authority and in the records of the BL&LRO within a period of 120 days from the date of this Agreement failing which the Developer shall be entitled to take steps for mutation (cost to be incurred shall be to the Owner account) and the owner shall extend all the necessary cooperation in this regard.
- 7.4 The Owner shall obtain conversion certificate from its present classification to housing complex and any other clearance from any other authority as may be necessary at an early date failing which the Developer shall be entitled to take steps for conversion (cost to be incurred shall be to the Owner account) and the owner shall extend all the necessary cooperation in this regard.
- 7.5 The existing structures shall be demolished by the Owner only and as and when called upon by the Developer to do so and shall do the same within a period of two months from the date of such intimation. The cost of demolition shall be borne by the owner and the price of the salvage/debris shall be appropriated by the Owner. A mutually identified Ground plus two storied building within the schedule property shall not be demolished and the same shall be used by the Developer as deemed fit and proper. Subject to the owner complying with its obligation as stated above the

Developer shall not hold the Owner liable if there is any unreasonable delay by the Developer requesting the owner for demolition of the existing structure.

- 7.6 In case at any time after the sanction of the Building Plan, any additional area beyond those sanctioned thereunder can be constructed lawfully at the said properties or any part thereof, due to changes in any law, rules, regulations or bye-laws or otherwise, the benefit of such additional construction and all appertaining right title and interest in the said properties shall accrue to and belong to the Owner and Developer in the same proportion of the ratio as agreed in this agreement.
- 7.7 All costs and expenses for construction of such additional areas will be borne by the Developer but for obtaining any permission or right in connection therewith shall be borne and paid by Owner and Developer in the same proportion Provided however that the owner shall share all expenses in the agreed sharing ratio.

8. POSSESSION:

- 8.1 It is recorded that simultaneously with the execution hereof, the Owner has put the developer in possession of the Property demarcated and identified by the existing boundary wall and the Owner has allowed the Developer to undertake development of the said Property described in the **First Schedule** on the terms and conditions herein contained and the Developer shall be responsible for the safety and security of the same and appoint its security guards thereat provided however that The Owner shall be responsible for sorting out any impediment if faced by the developer, concerning the Project land arising out any prior commitments made by the Owner.

9. IDENTIFICATION OF ALLOCATION OF THE PARTIES:

- 9.1 Upon issuance of the sanction plan the Owner and the Developer shall identify, demarcate their respective allocations on the basis of the agreed sharing ratio and also the reserved allocation. Such identified and demarcated allocations shall be duly recorded in a Supplementary Agreement to be executed between the parties where a copy of the sanctioned plan shall be appended and made a part thereof.
- 9.2 The super built-up area in respect of all the Units in the Building Complex shall be uniform and be such as be determined by the Architect for the Building Complex.
- 9.3 The proportionate share in the land comprised in the said properties and in the Common Areas and Installations attributable to any Unit shall be the proportion in which the super built-up area of such Unit bears to the total super built-up area of all the Units in the New Building.

10. CONSTRUCTION OF THE BUILDING COMPLEX:

- 10.1** The Developer shall construct and build the Building Complex at the said properties in accordance with the Plan sanctioned by the local municipal authority and do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules of the local municipal authority in force at the relevant time.
- 10.2** The Developer shall construct erect and complete the Building Complex in a good and workman like manner with modern designs and good quality of materials, cement, sand, stonechip, bricks, steel, bars, lifts, doors, windows, fixtures, fittings, anti-termite and damp proof treatments, etc..
- 10.3** Upon demolition of the existing buildings and structures by the Owner, the Developer shall be entitled to use the existing connections and/or apply for and to obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from all State or Central Government Authorities and statutory or other bodies or service providers as may be required for the construction and use of the Building Complex, at its own cost and expenses acting on the basis of the power of attorney granted in furtherance to this agreement.
- 10.4** All persons employed by the Developer for the purpose of construction including Architects, Contractors, caretaker, staff, labourers, security guards, etc. shall be under employment of the Developer and the Owner shall not in any way be liable or responsible for their salaries, wages, remuneration, provident fund, employees state insurance (ESI), etc., or their acts in any manner whatsoever and shall have no responsibility towards them or any of them or for the compliance of the provisions of labour laws, payment of wages, etc., and all the responsibilities in that behalf shall be of the Developer and the Owner shall be kept protected and harmless against any action, if any taken against the Owner for non compliance or violation of the said requirements. The Developer hereby agrees and covenants with the Owner not to violate or contravene any of the provisions of the laws, rules and bye-laws applicable to construction of the New Building.
- 10.5** The Developer shall construct and complete the New Building at its own cost, risk and responsibility and shall alone be responsible and liable to Government, Madhyamgram Municipality and/or local Municipal Authority and other authorities concerned for any loss, damage or compensation or for any claim arising from or

relating to such construction (including on account of loss of life or total or partial disability of any labourer etc., fire, etc.) and shall indemnify the Owner fully against any claims, losses, damages and proceedings suffered by the Owner for any default, failure, breach, act, omission or neglect on the part of the Developer .

10.6 All costs and expenses for construction and development of the said properties in terms hereof shall be borne and paid by the Developer and the Owner shall not be required to pay or contribute any amount on such account or meet any of such expenses **save and except** the Owner's share of the Extras and Deposits.

10.7 It is further agreed that for the purpose of ensuring that the property is in a state which shall enable the Developer to proceed with the work of construction if any amount is required to be spent, the same shall be done by the Owner only (in as much as the entire matter relating to the title of the land has been mutually agreed to be the Owner mandatory obligation and as a condition precedent for the Owner and the Developer to enter into this Agreement) any other expense that may be required to be made by the Owner .

11. TIME FOR COMPLETION OF THE BUILDING COMPLEX.

11.1 **Time for Completion:** Subject to the Owner fulfilling their obligations as set forth in this Agreement The Developer shall construct and complete the construction of the Building Complex in all respect and obtain the completion certificate from the Architect within 48 months with a grace period of further six months from the date of sanction of Building Plan. In due course the Developer shall apply for Completion Certificate with the local Municipal Authority and obtain the same.

12. TRANSFER OF RESPECTIVE ALLOCATIONS:

12.1 All amounts and consideration receivable by the Developer under such agreements and contracts in respect of the Developer's Allocation (including towards the proportionate undivided share in the land comprised in the said properties and in the common areas and installations) shall be to the account of and shall be received realised and appropriated by and to the benefit of the Developer exclusively and Owner shall have no concern therewith.

- 13. SALES & MARKETING :** The Developer shall carry out organise, plan conceptualise the sales and marketing programme for the Project in the manner as deemed fit and proper by it without any interference from the Owner . In the event the Owner desires to sell the units pertaining to its allocation (prior to handing over of the same by the developer) through the Developer in such case the land Owner shall pay an amount equivalent to Five percent (5%) of the revenue receipts out of the amounts to be received by the Developer from intending purchasers of those specific units. In the event the owner refers any intending purchaser to purchase any unit pertaining to its allocation the Developer agrees to sell the particular unit to the said intending purchaser subject to the condition that the said purchaser shall abide by the terms and conditions of the agreement for sale.
- 14. COMMON PURPOSES:**
- 14.1** As a matter of necessity, Owner and the Developer and all persons deriving right title or interest from them or any of them, in using and enjoying their respective allocations would be bound and obliged to pay the common expenses, municipal rates and taxes, maintenance charges and other outgoings and comply with the obligations restrictions conditions and covenants as may be framed by the Developer and adopted for or relating to the Common Purposes.
- 14.2** The respective Transferees shall be liable to bear and pay to the Developer the Extras on account of cost of procurement of electricity, generator, etc. in and for the Building Complex and to Deposit the amounts on account of common expenses, sinking fund, ctc., at the same rate as applicable for all the Transferees of the Units of the Building Complex before taking possession of their respective Units.
- 14.3** While dealing with and/or entering into any agreements and other documents of transfer and/or commitments relating to transfer of their respective allocations or any part thereof, the Developer shall incorporate and ensure the payment of the aforementioned Extras and Deposits and fulfilment and compliance of all such payments restrictions obligations conditions and covenants by the buyers/transferees of their respective allocations.
- 14.4** The Developer shall upon completion of the Building Complex provide necessary cooperation to form an Association (which may be a Society or Company or Association as may be deemed proper and expedient) for the Common Purposes and

till such time Association is formed the Developer shall be in charge for the Common Purposes.

15. COVENANTS OF THE OWNER:

15.1 The Owner and/ do hereby agree and covenant with the Developer as follows:

- (a) to extend full co-operation to the Developer to enable it to undertake development of the Building Complex in terms hereof;
- (b) not to let out, grant lease, mortgage, charge or otherwise encumber the said properties or any part thereof till handing over of the owners allocation to the Owner by the Developer.
- (c) not to cause any obstruction or interference in the construction activities undertaken by the Developer and/or its agents at the said properties.
- (d) Not to advise the Developer with any matter regarding the Project or not to insist upon in making any addition or alteration in the Project.
- (e) to ensure that the project land is not the subject matter of any government restrictions, prohibitory order by statutory body, to clear all such matters which shall create impediment or obstacle in the Developer commencing or carrying out smooth progress of the project.

15.2 The Owner agree to pay to the Developer any service tax payable by the Developer for construction and delivery of The Owners Allocation and/or revenue in lieu thereof in the Building Complex to the Owners in terms hereof. If any such service tax is payable by the Owners to the Developer, the Owner shall be entitled to recover the same from its Transferees.

16. POWERS OF ATTORNEY AND OTHER POWERS:

16.1 The Owner shall simultaneously with the execution of these presents execute and/or register one or more Powers of Attorney in the form as stated hereunder in favour of **M/S. HIMANGA MERCANTILES PRIVATE LIMITED** granting necessary powers and authorities with regard to the Developer complying with its obligations and also to sell transfer and convey the units forming part of Developers allocation and /or reserved allocation and receive and accept the consideration as contained in this Agreement.

TO ALL TO WHOM THESE PRESENTS SHALL COME WE ASTORIA HOTEL PVT. LTD (PAN AACCA5828M) (CIN U55101WB1990PTC048292) a company within the meaning of the Companies Act 1956 having its registered office at 6/3, Sudder Street, PO New Market,

PS New Market Kolkata - 700016 represented by its Director Raju Alimchandani (ACLP9173B) son of Late M.M. Moha., Occupation Business PO New Market, PS New Market Kolkata 700016 (hereinafter referred to as "the **PRINCIPAL**") **SEND GREETINGS:**

WHEREAS the Principal is seized and possessed of **ALL THAT** piece and parcel of Land measuring 8 Bighas 3 Cottahs 10 Chittacs 3 sq feet (more or less) lying and situate at and within R.S. Dag No. 443, 447, 448, 449, 450, 462, all have been classification Danga within Mouza : Sahara, J.L. No. 46, R.S. No. 3, Touzi No. 146, Pargana : Anawarpur, Police Station : Airport, District : North 24 Parganas hereinafter referred to as "**THE SAID PROPERTY**".

AND WHEREAS by the instant Development Agreement (hereinafter referred to as "the **said Development Agreement**") by and between the Principal herein as Owner and **M/S. HIMANGA MERCANTILES PRIVATE LIMITED (PAN AAACH6340K)**, a Private Limited Company incorporated under the Companies Act, 1956 having its registered office at 6, Hanspukur Lane, 4th floor, Suite No. 415/416, Kolkata - 700 007 the Attorney herein as developer therein (and hereinafter also referred to as "the **Developer**"), the Principal has appointed the Developer to develop the said Property into a residential and/or commercial building complex (hereinafter referred to as "the **Project**") and for the commercial exploitation of the Developer's Allocation in the Project as defined and described therein on the terms and conditions as contained herein.

AND WHEREAS as so agreed under the Development Agreement, the Principal is executing this Power of Attorney in favour of the Developer **M/S. HIMANGA MERCANTILES PRIVATE LIMITED**, for the purposes concerning the said Property as hereinafter contained:

NOW KNOW YE BY THESE PRESENTS, We the Principal, above named do hereby nominate constitute and appoint the said **M/S. HIMANGA MERCANTILES PRIVATE LIMITED** as our true and lawful attorney to do execute exercise and perform all or any of the following acts deeds and things concerning the said Project, i.e. to say:-

1. To have the soil of the said Property tested, to appoint and depute architects, engineers etc. for preparation of plan/s for construction of new building/s at the said Property.
2. To take all the permissions, approvals, sanctions for amalgamation of the said Property and to amalgamate the same in the records of the Municipality/Panchayat/Concerned Authority, if so required.

3. To appear before the competent and/or any other concerned authority for any purposes relating to the Project not specifically mentioned herein.
4. To obtain necessary permissions approvals and sanctions from the concerned authorities in connection with the sanction of plan for construction of the said Project, obtaining Lift License, permission for installation of generator, for obtaining sewerage connection, water supply, electricity supply and/or for modification and changes of the plan and for obtaining the completion and occupancy certificates from the Concerned Authority, any other permission from the Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976, Fire Department, West Bengal Building (Construction and Transfer) by Promoter Act, Pollution and Environment Control Authorities, Directorate of Electricity, Airport Authority of India and other concerned authorities.
5. To apply for quota and to obtain the same relating to cement, steel, bricks, other building materials etc. from any person whomsoever for the construction of new building(s) at the said Property.
6. To apply for and obtain all utilities and facilities in the new building at the said Property.
7. To build, erect, construct residential and/or commercial building/s and/or Project at or upon Schedule Premises in accordance with the terms of the Development Agreement.
8. For or all any of the purposes aforesaid to sign execute and deliver all papers, plans, documents, etc. as my said attorney may deem fit and proper.
9. To represent us and to appear before any Court of Law, any or all Judicial, Legislative, Executive authority and/or authorities, Public and/or Private authority and/or authorities whomsoever in connection with the powers and authorities hereby granted.
10. To sue, defend, prosecute and litigate with whomsoever concerned in connection with the better management, preservation, security, control, use, occupation and enjoyment of the said property on my behalf as it could be done on personal representation.

11. To sign, verify, draw, draft and prepare any type of application, paper, document, letter, and statement whatsoever and to issue and use the same in connection with the better management, preservation, security, control, use, occupation and enjoyment of the said Property on my behalf as effectually as it could be done personally.
12. To appoint, engage and discharge any Pleader, Solicitor, Advocate, Wakil and/or Attorney/Attorneys in connection with the better management, preservation, security, control, use, occupation and enjoyment of the said Property on my behalf as effectually as it could be done if may be represented physically.
13. To advertise in the newspapers for the transfer of residential flats/commercial spaces in the Project.
14. To obtain bank finance and/or banking facilities from any bank and/or financial institutions and to sign and execute any documents to create a charge and/or mortgage in respect of the constructed area of the Developer's Allocation in accordance with and/or under the said Development Agreement and without affecting any portion of the Owner's Allocation.
15. To negotiate with any of the prospective buyer/buyers/ lessees and/or the party and/or parties in order to sale, dispose, alienate, transfer and conveyance of the Flats/Units/Commercial Spaces/Shops/Parking spaces/other saleable areas forming part of the Developer's Allocation in the said Project and the revised allocation in accordance with and/or under the said Development Agreement in the manner as the said attorney shall think fit and proper and to receive consideration in respect thereof.
16. To sign execute register and deliver for in the name and on behalf of the Principal necessary sale agreements agreeing to and/or confirming transfer/assignment of undivided part or share of and in the land comprised in the said Property attributable to and as a property appurtenant to the Flats/Units/Commercial Spaces/Shops /Parking Spacas/any other saleable Areas forming part of the Developer's Allocation and /or the revised allocation in the said Project and to receive the consideration in respect thereof.
17. To appoint such persons as its authorised representative by way of appropriate board resolution for exercising all powers and authorities under the Development

Agreement and for the due performance of the powers and authorities hereby granted.

18. To present for registration with the registering authority the sale agreement executed by the said attorney in respect of the Flats/Units / Commercial Spaces/Shops/Parking Spaces / any other saleable Areas forming part of the Developer's Allocation and the revised allocation in the said Project by virtue of the powers conferred and to admit the execution thereof before the Registrar, Sub Registrar, Registrar of Assurances or any registering authority as if We are personally present to admit the execution and registration thereof.
19. To sign execute register and deliver for in the name and on behalf of the Principal necessary agreement(s), deed(s) of sale, assignment, sub-lease, mortgage, gift or otherwise transfer to confirm transfer/assignment of undivided share of and in the land comprised in the said Property attributable to and as a property appurtenant to the Flats/Units/ Commercial Spaces/Shops/Parking Spaces/any other saleable Areas forming part of the Developer's Allocation or the revised allocation in the said Project and to present for registration with the registering authority the deed(s) of sale, assignment, sub-lease, mortgage, gift or otherwise transfer executed by the said attorney in respect of the Developer's Allocation in the said Project and to admit the execution thereof before the Registrar, Sub Registrar, Registrar of Assurances or any registering authority.
20. To sign transfer forms, documents and writing for mutating the property in the names of the Principal in the records of the Municipality, or other public authorities and to do all other acts in connection therewith.

AND GENERALLY to do exercise, execute and perform all necessary acts, deed or deeds, matters or things for exercising the powers and authorities hereby conferred on the said attorney as fully and effectually as it could have been done personally by the Principal.

AND it is hereby agreed and undertaken that we shall ratify and confirm all and whatsoever my said attorney, under the powers hereinbefore contained, shall lawfully do execute or perform in exercise of the powers and authorities hereby conferred upon, under and by virtue of this instrument.

17. **EXTRAS, DEPOSITS & TAXES:**

- 17.1 The Owner agree to pay and/or cause to be paid by their Transferees to the Developer, the amounts that may be fixed by the Developer for providing specific amenities and facilities in the Building Complex attributable to the Owners Allocation as mentioned in **SECOND SCHEDULE** hereunder written, payable at the time of the execution of agreement for sale of each Unit in the Owners Allocation.
- 17.2 Service tax, and other applicable taxes if any, chargeable in respect of the Owner Allocation and the Developer's Allocation shall be respectively to the account of the Owner and the Developer, who shall be entitled to recover the same from its Transferees.
18. **DEFAULTS:**
- 18.1 **DEVELOPERS DEFAULT:** In case the Developer fails and/or neglects to hand over the Owner allocation within the agreed time frame (subject to the land owner complying with its obligations) the Developer shall pay liquidated damages to the Owner at the rate of Rs. 25,000/- (Rupees Twenty Five Thousand) only per day for the period of default. Claims if any raised by third party being the intending purchaser of the units pertaining to the Owner Allocation shall be the Developers responsibility. Subject to the Owner complying with its obligations in the event the Developer makes any default to make payment of the security deposit the Developer shall pay interest @ 18% pa on the defaulting amount for the defaulting period to the Owner.
- 18.2 **OWNER DEFAULT:-** In case of there being any defect in title of the entire land and/or a part thereof the Owner shall clear such defects in title and for the delayed period the Owner shall adequately and appropriately compensate at the rate of Rs. 50,000/- (Rupees Fifty Thousand) only per day for the period of default the Developer that the Developer may incur for such delay and/or towards any claim by any third party arising out of such delay. In the event the Owner makes any default to comply with its obligations under this agreement the time to complete the Project shall stand automatically extended to the extent of the period for which the default continues.
- 18.3 In case the Owner fails to have the Deed of Conveyance Executed within a period of 60 days from the date of execution of this agreement the Developer shall be entitled to interest @ 24 % on the amount paid by the Developer from the 61st day till the 90th day.

- 18.4 In case the Owner fails to have the Deed of Conveyance Executed within a period of 90 days from the date of execution of this agreement the Developer shall be entitled to compensation @ Rs 50,000 per day from the 91st day onwards till the date of execution of Deed of Conveyance.
- 18.5 Notwithstanding the Agreement of the Parties with regarding to payment of liquidated damages in case of default by any of the Parties herein the aggrieved party shall have the right to initiate appropriate proceedings against the defaulting Party for any other claim which the aggrieved party may be of the opinion that the aggrieved party shall then be entitled to over and above the liquidated damages.
- 18.6 Neither party hereto can unilaterally cancel or rescind this agreement at any time.

19. **EXCEPTIONS:**

- 19.1 The parties hereto shall not be considered to be in default of complying with their respective obligations hereunder in case their performance of the same is prevented due to force majeure and it shall be deemed that their respective obligations stood suspended during the subsistence of force majeure.

20. **MISCELLANEOUS:**

- 20.1 The Owner and the Developer shall be entitled to get the Building Complex at the said properties approved from any of the Banks and/or Financial Institutions to enable the Transferees acquiring any Unit or other portion in the Building Complex to take loans from any such Banks or Financial Institutions. However, neither party shall mortgage, create charge or fasten any liability upon the other's allocation in any manner. In case owing to any loans or finances obtained by the Transferees, the Owner or the Developer suffer any loss or damage due to any non-payment or delay in payment of interest or principal amount by any Transferee, such defaulting Transferee shall indemnify and keep the Owner and the Developer saved harmless and indemnified in respect thereof.
- 20.2 With effect from the date hereof and until construction and delivery of the Owner's Allocation in the manner as set forth in this Agreement, all outgoings (including but not limited to municipal rates and taxes, khajana, electricity charges etc.) with regard to the respective properties shall be borne paid and discharged by the Developer.

- 20.3 Either Party shall indemnify and keep saved harmless and indemnified the other party from any losses, damages, costs, claims, demands, actions and proceedings suffered by the other party due to any incorrect and/or wrong representation, omission, delay or negligence of such party or their/its agents.
- 20.4 Nothing contained in these presents shall be construed as a sale, demise or transfer of the said properties or any part thereof by the Owner to the Developer or creation of any title or interest of the Developer in the said properties or any part thereof other than right to the Developer to develop the same in terms hereof and to deal with the Developer's Allocation in the Building Complex in the manner herein contained.

21. NOTICES:

- 21.1 All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 7th day from the date of despatch of such notice by prepaid registered post or speed post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post or speed post without the same being served.

22. ARBITRATION:

- 22.1 All disputes and differences between the parties hereto regarding the constructions or interpretation of any of the terms and conditions herein contained or touching these presents and/ or the said properties or determination of any liability shall be referred to Arbitration by the Arbitral Tribunal to be constituted by Mr Anil Kumar Chowdhary Advocate, Mr Soudip Pal Choudhuri and a Third arbitrator shall be appointed by them.
- 22.2 The arbitration shall be held under the provisions of the Arbitration and Conciliation Act 1996 or any other statutory modification or enactment for the time being in force and the award of the Arbitral Tribunal shall be final and binding on the parties hereto. In connection with the said arbitration, the parties have agreed and declared as follows:-

- (a) The arbitration shall be held at Kolkata in English language.
- (b) The Arbitral Tribunal shall have summary powers and will be entitled to lay down their own procedure.
- (c) The Arbitral Tribunal will be at liberty to give interim orders and/or directions.
- (d) The Arbitral Tribunal shall be entitled to rely on oral submissions made by the parties and to pass awards and/or directions based on such oral submissions.
- (e) The Arbitral Tribunal will be at liberty to award compensation and the parties have agreed not to challenge the authority of the Arbitrators in awarding such compensation.

23. JURISDICTION:

- 23.1 Only the Courts within the District of north 24 Parganas having territorial jurisdiction over the said properties and the Hon'ble High Court at Calcutta shall have the jurisdiction to entertain try and determine all suits, actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove.

THE FIRST SCHEDULE ABOVE REFERRED TO:

PART-I

ALL THAT piece and parcel of Land measuring 8 Bighas 3 Cottahs 10 Chittacs 3 sq feet (more or less) lying and situate at and within R.S. Dag No. 443, 447, 448, 449, 450, 462, all have been classification Danga and Sali within Mouza : Sahara, J.L. No. 46, R.S. No. 3, Touzi No. 146, Pargana : Anawarpur, Police Station: Airport, District : North 24 Parganas, Jessore Road under Ward No 26 of the Madhyamgram Municipality comprised as follows:-

- (a) ALL THAT a piece and parcel of land admeasuring .166 Acres (Danga) in R.S. Dag No. 448, .148 Acres (Sali) in R.S. Dag No. 449, .062 Acres (Danga) in R.S. Dag No. 450 and .056 Acres (Danga) in R.S. Dag No. 462 total measuring .432 Acres of land under R.S. Khatian No. 130 in Mouza : Sahara, J.L. No. 46, R.S. No. 3, Tozi

No. 146 of the Collectorate of North 24 Parganas, Pargana Anowarpur, P.S. : Airport, Sub-Registry office at Cossipore, Dum Dum in the District of North 24 Parganas, together with the right to common passage on and upon 20'wide common road.

- (b) **ALL THAT** a piece and parce of land .166 Acres (Danga) in R.S. Dag No. 448, .148 Aces (Sali) in R.S. Dag No. 449, .062 Acres (Danga) in R.S. Dag No. 450 and .056 Acres (Danga) in R.S. Dag No. 462 total measuring .432 acres of land under R.S. Khatian No. 130 in Mouza : Sahara, J.L. No. 46, R.S. No. 3, Touzi No. 146 of the Collectorate of North 24 Parganas, Pargana Anowarpur, P.S. – Airport, Sub-Registry Office at Cossipore, Dum Dum in the District of North 24 Parganas, together with the right of to common passage on and upon 20'wide common road.
- (c) **ALL THAT** a piece and parce of .166 Acres (Danga) in R.S. Dag No. 448, .148 acres (Sali) in R.S. Dag No. 449, .062 Acres (Danga) in R.S. Dag No. 450 and .056 Acres (Danga) in R.S. Dag No. 462 total measuring .432 Acres in the land under R.S. Khatian No. 130 in Mouza : Sahara, J.L. No. 46, R.S. No. 3, Touzi No. 146 of the Collectorate of North 24 Parganas, Pargana Anowarpur, P.S. Airport, Sub-Registry Office at Cossipore, Dum Dum in the District of North 24 Parganas, together with the right to common passage on and upon 20'wide common road.
- (d) **ALL THAT** a piece and parcel of land .166 Acres (Danga) in R.S. Dag No. 448, .148 Acres (Sali) in R.S. Dag No. 449, .062 Acres (Dang) in R.S. Dag No. 450 and .056 Acres (Danga) in R.S. Dag No. 462, total measuring .432 Acres of land under R.S. Khatian No. 130 in Mouza Sahara, J.L. No. 46, R.S. No. 3, Touzi No. 146 of the Collectorate of North 24 Parganas, Pargana Anowarpur, P.S. Airport, Sub-Registry Office at Cossipore, Dum Dum in the District of North 24 Parganas, together with the right to common passage on arid upon 20'wide common road.
- (e) **ALL THAT** a piece and parcel of land .34 Decimals of land (Danga) in R.S. Dag No. 443 under R.S. Khatian No 116 in Mouza Sahara, J.L. No. 46, R.S. No. 3, Touzi No. 146 of the Collectorate of North 24 Parganas, Pargana Anowarpur, P.S. Airport, Sub-Registry Office at Cossipore, Dum Dum in the District of North 24 Parganas, together with the right to common passage on and upon 20'wide common road.

- (f) **ALL THAT** a piece and parcel of land .20 Decimals of land (Danga) in R.S. Dag No. 447, under R.S. Khatian No. 732 in Mouza : Sahara, J.L. No. 46, R.S. No. 3, Touzi No. 146 of the Collectorate of North 24 Parganas, Pargana Anowarpur, P.S. Airport, Sub-Registry Office at Cossipore, Dum Dum in the District of North 24 Parganas, together with the right to common passage on and upon 20'wide common road.
- (g) **ALL THAT** piece and parcel of land .166 Acres (Danga) in R.S. Dag No. 448, .148 Acres (Sali) in R.S. Dag No. 449, .062 Acres (Danga) in R.S. Dag No. 450 and .056 Acres (Danga) in R.S. Dag No. 462 total measuring .432 Acres of land under R.S. Khatian No. 130 in Mouza : Sahara, J.L. No. 46, R.S. No. 3, Touzi No. 146 of the Collectorate of North 24 Parganas, Pargana Anowarpur, P.S. Airport, Sub-Registry Office at Cossipore, Dum Dum in the District of North 24 Parganas, together with the right to common passage on and upon 20'wide common road together with building structures, equipment and fixtures erected on or affixed thereto.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Extras & Deposits)

EXTRAS shall include:

- (a) Facilities and amenities in the building Complex, all expenses, deposits, security deposits, etc. on account of obtaining power from the electricity service provider in and for the Building Complex;
- (b) all costs, charges and expenses on account of purchase and installations of generator and its accessories (including cables, panels and the like) for power back-up for the Units and Common Areas and Installations;

DEPOSITS (which shall be interest free) shall include:

- (a) Deposit on account of maintenance charges and municipal rates and taxes;
- (b) Deposit on account of sinking fund.

34
RECEIPT

RECEIVED the within mentioned sum of **Rs.4,00,00,000/- (Rupees Four Crores)** only as adjustable security deposit in the following manner: -

MEMORANDUM OF CONSIDERATION

| Date | Bank | Cheque/DD No | Amount |
|------------|-----------|--------------|-------------------|
| 11.12.2015 | IDBI BANK | 005641 | RS. 2,00,00,000/- |
| 11.12.2015 | HDFC BANK | 002273 | RS. 1,00,00,000/- |
| 14.12.2015 | IDBI BANK | 005642 | RS. 1,00,00,000/- |

TOTAL: Rs.4,00,00,000/-

(Rupees Four Crores) only

SIGNATURE OF THE WITNESSES:

1. *Shaiya Agarwal*
2. *Kil*

For and on behalf of
ASTORIA HOTEL (P) LTD

Loj Kundan
D. 2

SIGNATURE OF THE OWNER

• SPECIMEN FORM FOR TEN FINGERS PRINT



Ramdi Singh



Little



Ring



Middle



Fore



Thumb

(Left Hand)



Thumb



Fore



Middle



Ring



Little

(Right Hand)



Govind Narayan



Little



Ring



Middle



Fore



Thumb

(Left Hand)



Thumb



Fore



Middle



Ring



Little

(Right Hand)

PHOTO

Little

Ring

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Fore

Thumb

(Left Hand)

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Fore

Middle

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(Right Hand)

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Little

Ring

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Fore

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(Right Hand)

AACCA5828M



NAME

ASTORIA HOTEL PVT LTD

दिनांक/बनने की तिथि / DATE OF INCORPORATION/FORMATION

30-01-1990

B. Das

असम आर. ए. ए. ए.

COMMISSIONER OF INCOME-TAX, W.B. - 30

For and on behalf of
ASTORIA HOTEL (P) LTD


[Signature]
.....
DIRECTOR

PERMANENT ACCOUNT NUMBER
ACLP9173B

NAME
RAJU ALIMCHANDANI

FATHER'S NAME
MANGARAM ALIMCHANDANI MOHAN

DATE OF BIRTH
07-09-1983

SIGNATURE


COMMISSIONER OF INCOME TAX, W.B. - II

ELECTION COMMISSION OF INDIA
 ভারতের নির্বাচন কমিশন

IDENTITY CARD
 পরিচয় কার্ড

WB / 21 / 144 / 324315




Elector's Name
 নির্বাচক নাম
Alim Chandani Raju
আলিম চন্দানী রাজু

Father/Mother/
 Husband's Name
 পিতা/মাতা/স্বামীর নাম
Manegram
মানগ্রাম

Sex
 লিঙ্গ
M
পুরুষ

Age as on 01.10.83
 বয়স ০১.১০.৮৩

इस कार्ड के लो / मिल जाने पर कृपया जारी करने वाले अधिकारी को सूचित / वापस कर दें।
सादर - आभार अंगुल,
पी-7,
कोरमोरी बाजार,

कलकत्ता - 700 068.

In case this card is lost/found, kindly inform/return to the issuing authority :

Assistant Commissioner of Income-tax,

P-7,
Chowringhee Square,
Calcutta- 700 068.

Address

6/2/3 1st&3rd Floor Sudder Street,
Calcutta.

पता

6/2/3 सिड्डीस्ट्रीट पर सभाघर की,
कलकत्ता ।



Facsimile Signature
Electoral Registration Officer
बिस्वजीवन अधिकारी

For 144-BARABAZAR
Assembly Constituency

144 - बरबाजार
संसदीय क्षेत्र का

Place CALCUTTA

थान कलकत्ता

Date 20.11.60

दिनांक 20.11.60



ভারতের নির্বাচন কমিশন
পরিচয় কার্ড
ELECTION COMMISSION OF INDIA
IDENTITY CARD

DLR2839825



নির্বাচকের নাম : শৈলজা আগরওয়াল

Elector's Name : Shailja Agarwal

স্বামীর নাম : রাজেশ কুমার আগরওয়াল

Husband's Name : Rajesh Kumar Agarwal

লিঙ্গ / Sex : ♀ / F

জন্ম তারিখ : 16/12/1988
Date of Birth

Shailja Agarwal

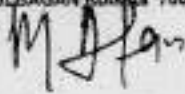
DLR2638825

ଖଣ୍ଡ:

୧୧୫ ମି. ଚାନ୍ଦିନୀ, ଡି.ଏ.ଏ. ୩୦ ପୁଲିକାମ
ଖୁର୍ଦ୍ଧା ୭୦୦୧୫

Address:

୧୧୫ C. I. T. SCHEME VI-MS 30
PHDOLBAGAN KOLKATA 700054



Date: 08/02/2007

୧୧୫-କେ.ଆଇ.ଟି.ସ୍କିମା-୬ଏମ୍.ଏସ୍.୩୦

ଫାଇଲିମ୍ ସ୍ୱାକ୍ଷର

Facsimile Signature of the Electoral

Registration Officer for

155-Balaghata Constituency

ପିଲାଙ୍କ ସ୍ୱାକ୍ଷର ଉପରେ ନିଜର ଦସ୍ତଖତ କରିବା ସହିତ ନିଜ
ନାମ ଓ ଠିକଣା ସମ୍ପର୍କରେ ସମସ୍ତ ସଠିକ୍ ସୂଚନା ଯୋଗାଇ
ଦେବା ସହିତ ଏହି ସୂଚନାଗୁଡ଼ିକ ସଠିକ୍ ଭାବରେ
In case of change in address mention this Card No.
in the relevant Form for including your name in the
roll at the changed address and to obtain the card
with same number.

୧୧୫୧୧

Shriya Agarwal



Shailja Agarwal





Handwritten signature or initials in black ink.

भारत गणराज्य REPUBLIC OF INDIA

एक व्यक्ति को यात्रा करने के लिए यात्रा के लिए, या किसी भी अन्य
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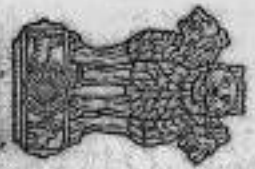


भारत गणराज्य, यात्रा के लिए
Geetika Srinivasan, यात्रा के लिए
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भारत गणराज्य के राष्ट्रपति के आदेश पर
OR ORDER OF THE PRESIDENT OF
OF THIS REPUBLIC OF INDIA

पासपोर्ट
PASSPORT



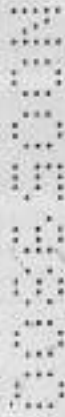
भारत गणराज्य

भारत गणराज्य
REPUBLIC OF INDIA

2

HOBBY / OCCUPATION

Other VENT / MISCELLANEOUS SERVICE



Name / Name of Father or Mother / Name of Father / Legal Guardian

K D SINHA



NG055880

Name of Mother

ANURADHA SINHA

Name of Spouse

JAY PRAKASH DAMANI

Address

PHASE-IV, BLOCK-1, FLAT-1A

495/C/A, G.T. ROAD (SOUTH), HOWRAH

Pin: 711002, WEST BENGAL, INDIA

Passport No. / Date of Issue and Place of Issue

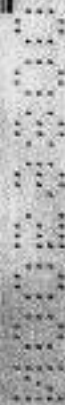
B2788954

01/06/2009

GUWAHATI

Mobile No.

CA2078551033515



11

Directorate of Registration & Stamp Revenue
e-Challan

19-201516-002664206-1

Payment Mode Online Payment

Date: 15/12/2015 11:45:30

Bank: State Bank of India

IK97686323

BRN Date: 15/12/2015 11:57:07

DEPOSITOR'S DETAILS

Id No. : 15020001098696/1/2015

(Query No./Query Year)

Name : ANIL KUMAR CHOWDHARY
 Contact No. : 03322466723 Mobile No. : 91 983189412
 Email : akcc@vsnl.net
 Address : OLD POST OFFICE STREET KOLKATA 700001
 Occupant Name : Mr S BISWAS
 Name :
 Address :
 Status of Depositor : Advocate
 Use of payment / Remarks : Sale Development Agreement or Construction agreement
 Payment No 1

ITEM DETAILS

| Identification No | Head of A/C Description | Head of A/C | Amount ₹ |
|-----------------------|--|--------------------|----------|
| 15020001098696/1/2015 | Property Registration- Registration Fees | 0030-03-104-001-16 | 440042 |
| 15020001098696/1/2015 | Property Registration- Stamp duty | 0030-02-103-003-02 | 74921 |

Total

514963

Words : Rupees Five Lakh Fourteen Thousand Nine Hundred Sixty Three only



Seller, Buyer and Property Details

Lord & Developer Details

Presentant Details

Name, Address, Photo, Finger print and Signature of Presentant

Mr RAUNAK JHUNJHUNWALA
C, P.O:- D, P.S:- Hare Street, District:-Kolkata,
West Bengal, India, PIN - 700001



15/12/2015 1:52:19 PM



LTI

15/12/2015 1:54:13 PM

Raunak Jhunjunwala

15/12/2015 1:52:38 PM

Land/Lord Details

Name, Address, Photo, Finger print and Signature

ASTORIA HOTEL PRIVATE LIMITED
6/2, SUDDER STREET, NELI SENGUPTA SARANI, P.O:- NEW MARKET, P.S:- New Market, District:-
Kolkata, West Bengal, India, PIN - 700016 PAN No. AACCA5828M,; Status : Organization; Represented by
representative as given below:-

Mr RAJU ALIMCHANDANI
C, P.O:- D, P.S:- Hare Street, District:-Kolkata,
West Bengal, India, PIN - 700001 Sex: Male, By
Caste: Hindu, Occupation: Business, Citizen of:
India, PAN No. ACLPA9173P,; Status :
Representative; Date of Execution : 15/12/2015;
Date of Admission : 15/12/2015; Place of
Admission of Execution : Office



15/12/2015 1:51:44 PM



LTI

15/12/2015 1:53:59 PM

Raju Alimchandani

15/12/2015 1:52:03 PM

Developer Details

Name, Address, Photo, Finger print and Signature

M/S. HIMANGA MERCANTILES PRIVATE LIMITED
 6, HANSPUKUR LANE, P.O:- BURRABAZAR, P.S:- Posta, District:-Kolkata, West Bengal, India, PIN - 700007 PAN No. AAACH6340K,; Status : Organization; Represented by representative as given below:-

Mr RAUNAK JHUNJHUNWALA
 C, P.O:- D, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AEYPJ0495G,; Status : Representative; Date of Execution : 15/12/2015; Date of Admission : 15/12/2015; Place of Admission of Execution : Office



15/12/2015 1:52:19 PM



LTI

15/12/2015 1:54:13 PM

Raunak Jhunjhunwala

15/12/2015 1:52:38 PM

Notary Details

Identifier Details

| Identifier Name & Address | Identifier of | Signature |
|---|---|--|
| Mr TARAK NATH DAS Son of Mr GOPAL CHANDRA DAS 10, S.L. PYNE LANE, P.O:- BOWBAZAR, P.S:- Muchipara, District:-Kolkata, West Bengal, India, PIN - 700012 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, | Mr RAJU ALIMCHANDANI, Mr RAUNAK JHUNJHUNWALA | <i>Tarak Nath Das</i> 15/12/2015 1:52:59 PM |

Immunopacted Property Details

Land Details

| Property Location | Plot No & Khatian No/ Road Zone | Area of Land | Setforth Value(In Rs.) | Market Value(In Rs.) | Other Details |
|-------------------|------------------------------------|--------------|------------------------|----------------------|---------------|
| | | | | | |

Land Details

| Property Location | Plot No & Khatian No/ Road Zone | Area of Land | Setforth Value(In Rs.) | Market Value(In Rs.) | Other Details |
|--|---|--------------|------------------------|----------------------|--|
| District: North 24-Parganas, P.S:- Airport, Municipality: NORTH DUM DUM, Road: Jessore Road, Mouza: Sahara | RS Plot No:- 448 RS Khatian No:- 130 | 0.166 Acre | 1/- | 3,96,30,732/- | Proposed Use: Bastu, ROR: Bagan, Width of Approach Road: 40 Ft., Adjacent to Metal Road. |
| District: North 24-Parganas, P.S:- Airport, Municipality: NORTH DUM DUM, Road: Jessore Road, Mouza: Sahara | RS Plot No:- 449 RS Khatian No:- 130 | 0.148 Acre | 1/- | 3,53,33,425/- | Proposed Use: Bastu, ROR: Shall, Width of Approach Road: 40 Ft., Adjacent to Metal Road. |
| District: North 24-Parganas, P.S:- Airport, Municipality: NORTH DUM DUM, Road: Jessore Road, Mouza: Sahara | RS Plot No:- 450 RS Khatian No:- 130 | 0.062 Acre | 1/- | 1,48,01,839/- | Proposed Use: Bastu, ROR: Danga, Width of Approach Road: 40 Ft., Adjacent to Metal Road. |
| District: North 24-Parganas, P.S:- Airport, Municipality: NORTH DUM DUM, Road: Jessore Road, Mouza: Sahara | LR Plot No:- 462 LR Khatian No:- 130 | 0.056 Acre | 1/- | 1,33,69,404/- | Proposed Use: Bastu, ROR: Danga, Width of Approach Road: 40 Ft., Adjacent to Metal Road. |

Transfer of Property from Land Lord to Developer

| Name of the Land Lord | Name of the Developer | Transferred Area | Transferred Area In(%) |
|-------------------------------|--|------------------|------------------------|
| ASTORIA HOTEL PRIVATE LIMITED | M/S. HIMANGA MERCANTILES PRIVATE LIMITED | 16.6 | 100 |
| ASTORIA HOTEL PRIVATE LIMITED | M/S. HIMANGA MERCANTILES PRIVATE LIMITED | 14.8 | 100 |
| ASTORIA HOTEL PRIVATE LIMITED | M/S. HIMANGA MERCANTILES PRIVATE LIMITED | 6.2 | 100 |

2015 Query No:-15020001098696 / 2015 Deed No :- 150203535 / 2015, Document is digitally signed.

Transfer of Property from Land Lord to Developer

| Name of the Land Lord | Name of the Developer | Transferred Area | Transferred Area in(%) |
|-------------------------------|--|------------------|------------------------|
| ASTORIA HOTEL PRIVATE LIMITED | M/S. HIMANGA MERCANTILES PRIVATE LIMITED | 5.6 | 100 |

Applicant Details

Details of the applicant who has submitted the requisition form

| | |
|--------------------|---|
| Applicant's Name | S BISWAS |
| Address | NIMTA, Thana : Nimta, District : North 24-Parganas, WEST BENGAL, PIN - 700049 |
| Applicant's Status | Solicitor firm |

Office of the D.S.R. - II NORTH 24-PARGANAS, District: North 24-Parganas

Endorsement For Deed Number : I - 150203535 / 2015

| | | | |
|--------------------|--|----------------------|-------------------|
| Deed No/Year | 15020001098696/2015 | Serial no/Year | 1502002995 / 2015 |
| Deed No/Year | I - 150203535 / 2015 | | |
| Transaction | [0110] Sale, Development Agreement or Construction agreement | | |
| Name of Presentant | Mr RAUNAK JHUNJHUNWALA | Presented At | Office |
| Date of Execution | 15-12-2015 | Date of Presentation | 15-12-2015 |

marks

15-12-2015

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

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

Payment of Fees

Notified that required Registration Fees payable for this document is Rs 4,40,014/- (B = Rs 4,39,989/- ,E = Rs 4,40,014/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 4,40,042/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. WB
Rs. 4,40,042/- is paid, by online on 15/12/2015 11:57AM with Govt. Ref. No. 192015160026642061 on 15-12-2015, Bank: State Bank of India (SBIN0000001), Ref. No. IK97686323 on 15/12/2015, Head of Account 10-03-104-001-16

Payment of Stamp Duty

Notified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 75,021/-, by online = Rs 74,921/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. WB
Rs. 74,921/- is paid, by online on 15/12/2015 11:57AM with Govt. Ref. No. 192015160026642061 on 15-12-2015, Bank: State Bank of India (SBIN0000001), Ref. No. IK97686323 on 15/12/2015, Head of Account 0030-103-003-02

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

Submitted for registration at 13:35 hrs on : 15/12/2015, at the Office of the D.S.R. - II NORTH 24-PARGANAS
Mr RAUNAK JHUNJHUNWALA ..

Certificate of Market Value (WB PUVI rules of 2001)

Notified that the market value of this property which is the subject matter of the deed has been assessed at Rs 31,35,400/-

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

Submission is admitted on 15/12/2015 by

U ALIMCHANDANI DIRECTOR, ASTORIA HOTEL PRIVATE LIMITED, 6/2, SUDDER STREET, NELLI
SUPTA SARANI, P.O:- NEW MARKET, P.S:- New Market, District-Kolkata, West Bengal, India, PIN -
016
ified by Mr TARAK NATH DAS, Son of Mr GOPAL CHANDRA DAS, 10, S.L. PYNE LANE, P.O:
WBAZAR, Thana: Muchipara, , Kolkata, WEST BENGAL, India, PIN - 700012, By caste Hindu, By
fession Service

mission of Execution Under Section 68, W.B. Registration Rules, 1962) (Representative)

action is admitted on 15/12/2015 by

RUNAL CHUNHUNWALA DIRECTOR, M/S. HIMANGA MERCANTILES PRIVATE LIMITED, 6,
NEPULUR LANE, P.O:- BURRABAZAR, P.S:- Posta, District:-Kolkata, West Bengal, India, PIN - 700007
ified by Mr TARAK NATH DAS, Son of Mr GOPAL CHANDRA DAS, 10, S.L. PYNE LANE, P.O:
WBAZAR, Thana: Muchipara, , Kolkata, WEST BENGAL, India, PIN - 700012, By caste Hindu, By
fession Service

Payment of Stamp Duty

ified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs
/-, by online = Rs 74,921/-

Description of Stamp

Rs 100/- is paid on Impressed type of Stamp, Serial no 129971, Purchased on 11/12/2015, Vendor named
anjan Mukherjee.

(Trideeb Kumar Acharjee)
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II NORTH 24-
PARGANAS
North 24-Parganas, West Bengal

of Registration under section 60 and Rule 69.

ed in Book - I

e number 1502-2015. Page from 49493 to 49547

No 150203535 for the year 2015.



Z

Digitally signed by TRIDEEB KUMAR
 ACHARJEE
 Date: 2015.12.15 16:58:47 +05:30
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eb Kumar Acharjee) 15-Dec-15 04:58:46 PM
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