

West Bengal Form No. 1504

৯-০-১৭৭৫০৭৮/২০ IGR

৫২ ধারার (খ) দফামত রসিদ



374301

ক্রমিক নং

৬৬৬/২০

সালের AF

নং

দলিলের নম্বর

১৭৩৭/২০

১৭/০২/২০

১৮/০২/২০

বহির নম্বর

Ashok Saraf

দলিল

Atok Barika Trading Int. Ltd. এর নিকট হইতে প্রাপ্ত

Avikam Build Cam Ltd এর দ্বারা

এর অনুকূলে সম্পাদিত।

কি প্রকারের দলিল

Sale Agreement

দলিলে-নিবিত সম্পত্তির মূল্য

RS-48,70,34,273/-

ফী তালিকার দফা

তরফ

ফী,

দলিল ফেরত হইবার জন্য সম্ভবতঃ যে তারিখে

প্রস্তুত থাকিবে।

W.P. No-807/

তারিখ:

২০

লাহ

রেজিস্টার/সি-রেজিস্টার

এই রসিদখানি উপস্থিত করিলে দলিল ফেরত দেওয়া হইবে।

উইস ছাড়া অপরাপর দলিল না-দাবি অবস্থায় রেজিস্টারি অফিসে দুই বৎসরের অধিককাল পড়িয়া থাকিলে তাহা আইনানুসারে ধ্বংস করিবার ফেলা যাইতে পারিবে।

রেজিস্টারি সম্পূর্ণ হইবার পর একমাসের অধিককাল কোন দলিল বা আমশোক্তারনামা দাবি করা না হইলে, প্রতি মাসের বা তাহার কোন অংশের জন্য অতিরিক্ত পঞ্চাশ পয়সা ফী দিতে হইবে। প্রত্যেক স্থানেই ঐ ফী উর্ধ্বসংখ্যায় কুড়ি টাকা পর্যন্ত হইতে পারিবে।

S.B.P., Kolkata-700 015.



Government of West Bengal
Office of the A.R.A. - IV KOLKATA, District: Kolkata
W.B. FORM NO. 1504

Query No / Year	19040001975077/2019	Serial No/Year	1904000666/2020
Transaction id	0000335676	Date of Receipt	19/02/2020 12:41PM
Deed No / Year	I - 190401437 / 2020		
Presentant Name	Ashok Saraf		
Land Lord	ALOKBARSHA TRADING PRIVATE LIMITED , AQLALINA PROJECTS PRIVATE LIMITED , EVERLASTING PROCON PRIVATE LIMITED , GANADHIP TRADECOM PRIVATE LIMITED , SWARNATURA REALTY PRIVATE LIMITED , ULTRASHINE MARKETING PRIVATE LIMITED , UPMOST RETAILS PRIVATE LIMITED , SUGAM REALTY LIMITED , ALEXIA DEALERS PRIVATE LIMITED , ERODE MERCHANTS PRIVATE LIMITED , SUGARH PROMOTERS PRIVATE LIMITED		
Developer	AVIKAM BUILDCON LLP		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Additional Transaction	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 20,00,000/-]		
Total Setforth Value	Rs. 4/-	Market Value	Rs. 48,70,34,273/-
Stamp Duty Paid	Rs. 100/-	Stamp Duty Articles	43(g)
Registration Fees Paid	Rs. 0/-	Fees Articles	
Standard User Charge	807/-	Recuision Form Fee	50/-
Remarks			

Stamp Duty Paid (Break up as below)

By Stamp					
Stamp Type	Treasury or Vendor	Treasury or Vendor Name	Stamp Serial No	Purchase Date	Amount in Rs.
Impressed	Vendor	B Ganga	52922	23/12/2019	100/-

Other Fees Paid (Break up as below)

By Cash		Amount in Rs.
Standard User Charge		807/-

10/02/2020

*Total Amount Received by Cash Rs. 807/-

(Tridip Misra)
ADDITIONAL REGISTRAR
OF ASSURANCE
OFFICE OF THE A.R.A. -
IV KOLKATA
Kolkata, West Bengal



Government of West Bengal
Directorate of Registration & Stamp Revenue
FORM-1564

Miscellaneous Receipt

Visit Commission Case No / Year	1904000110/2020	Date of Application	13/01/2020
Query No / Year	19040001975077/2019		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Applicant Name of QueryNo	Org SUGAM REALTY LIMITED		
Stampduty Payable	Rs.75,021,-		
Registration Fees Payable	Rs.20,105,-		
Applicant Name of the Visit Commission	Mr D K MAHATO		
Applicant Address	4/1, MIDDLETON STREET		
Place of Commission	4/1, MIDDLETON STREET		
Expected Date and Time of Commission	13/01/2020 5:15 PM		
Fee Details	J1: 250/-, J2: 200/-, PTA-J(2): 0/-, Total Fees Paid: 450/-		
Remarks			



Government of West Bengal
Directorate of Registration & Stamp Revenue
FORM-1564

Miscellaneous Receipt

Visit Commission Case No / Year	1904000592/2020	Date of Application	18/02/2020
Query No / Year	19040001975077/2019		
Transaction	[01'0] Sale, Development Agreement or Construction agreement		
Applicant Name of QueryNo	Org SUGAM REALTY LIMITED		
Stamp duty Payable	Rs.75,021/-		
Registration Fees Payable	Rs.20,105/-		
Applicant Name of the Visit Commission	Mr D K Mahato		
Applicant Address	1B and 2 hare street, kcl - 1		
Place of Commission	4/1, Middleton Street, Shakespeare sarani, kol 71		
Expected Date and Time of Commission	18/02/2020 5:05 PM		
Fee Details	K1: 50/-, K2: 250/-, PTA-K(2): 0/-, Total Fees Paid: 300/-		
Remarks			

U666/20.00

P-1437/2020



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AD 178066

1904
 1975077/19



Certified that the Document is admitted to Registration. The Executive Officer and the endorsement shall be a part of this document and the part of this document.

[Signature]
 Additional Registrar
 of Assurances-IV, Kolkata

Visa Case No. 110 at 13.01.20
 J(1) 250
 J(2) 200
 Total 450/-
 Received on

19 FEB 2020

ARA-IV Kolkata

DEVELOPMENT AGREEMENT

[Signature]
 Additional Registrar of
 Assurances-IV, Kolkata

THIS AGREEMENT made this 3rd day of JANUARY Two thousand and as Twenty

[Signature]
 Ashokwarap
 C.No. 592/2020
 Kto 50
 A-11 250
 300/-

[Signature] Lawlita Sankar

[Signature] Banwal

[Signature] huf

[Signature] Rande Gog

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

GRN: 192019200143351241 Payment Mode: Online Payment
GRN Date: 07/01/2020 14:12:13 Bank: HDFC Bank
BRN: 991388731 BRN Date: 07/01/2020 14:13:53

DEPOSITOR'S DETAILS

Id No. : 19040001975077/14/2019
[Query No./Query Year]

Name : ASHOK SARAF
Contact No. : Mobile No. : +91 9830333712
E-mail :
Address : 25 SARAT BOSE ROAD KOLKATA 700020
Applicant Name : Org SUGAM REALTY LIMITED
Office Name :
Office Address :
Status of Depositor : Buyer/Claimants
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 14

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount [₹]
1	19040001975077/14/2019	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	19040001975077/14/2019	Property Registration- Registration Fees	0030-03-104-001-16	20105

In Words : Rupees Ninety Five Thousand One Hundred Twenty Six only
Total 95126

BETWEEN**1 PARTIES:****1.1 FIRST OWNERS:**

1.1.1 **ALOKBARSHA TRADING PRIVATE LIMITED** (having CIN U51909WB2012PTC179319 and PAN AAKCA4340C), an incorporated Company within the meaning of the Companies Act, 2013 having its Registered Office at 4/1 Middleton Street, Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata-700071 represented by its Director Mr. Sunil Garg son of Hariram Garg residing at premises No. 2, Deodar Street, 2nd Floor Ballygunge, Post Office and Police Station Ballygunge, Kolkata 700019 having PAN AECPG2888J;

1.1.2 **AQUALINA PROJECTS PRIVATE LIMITED** (having CIN U45400WB2012PTC179691 and PAN AAKCA4353K), an incorporated Company within the meaning of the Companies Act, 2013 having its Registered Office at 4/1 Middleton Street, Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata-700071 represented by its Director Mr. Sunil Garg son of Hariram Garg residing at premises No. 2, Deodar Street, 2nd Floor Ballygunge, Post Office and Police Station Ballygunge, Kolkata 700019 having PAN AECPG2888J;

1.1.3 **EVERLASTING PROCON PRIVATE LIMITED** (having CIN U45400WB2012PTC172151 and PAN AACCE9245L), an incorporated Company within the meaning of the Companies Act, 2013 having its Registered Office at 4/1 Middleton Street, Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata-700071 represented by its Director Mr. Atul Bansal son of Sri Raj Kumar Bansal residing at Flat No. D21, Utkal Heights near Audi Showroom (Pahal) Bhubaneswar, Bhubaneswar Urban, Post Office and Police Station Balianta Pin-752101, Odisha having PAN AEOPB9181R;

1.1.4 **GANADHIP TRADECOM PRIVATE LIMITED** (having CIN U51909WB2012PTC179339 and PAN AAECG6687L), an incorporated Company within the meaning of the Companies Act, 2013 having its Registered Office at 4/1 Middleton Street, Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata-700071 represented by its Director Mr. Hariram Garg son of late Tokhram Garg residing at premises No. 2, Deodar Street, 2nd Floor Ballygunge, Post Office and Police Station Ballygunge, Kolkata 700019 (having PAN ADXPG7936K);

WJ AS *U* *S* *Hant* *Rg*
Any

- 1.1.5 **SWARNATURA REALTY PRIVATE LIMITED** (having CIN U70109WB2012PTC179562 and PAN AARCS2976D), an incorporated Company within the meaning of the Companies Act, 2013 having its Registered Office at 4/1 Middleton Street, Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata-700071 represented by its Director Mr. Raunak Garg son of Sunil Kumar Garg residing at 2, Deodar Street, 2nd Floor, Near St. Lawrence High School, Ballygunge Circular Road, Post Office and Police Station Ballygunge, Kolkata - 700019 West Bengal having PAN ARGPG1729H;
- 1.1.6 **ULTRASHINE MARKETING PRIVATE LIMITED** (having CIN U51909WB2012PTC 79575 and PAN AABCU4292J), an incorporated Company within the meaning of the Companies Act, 2013 having its Registered Office at 4/1 Middleton Street, Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata-700071 represented by its Director Mr. Hariram Garg son of late Tokhram Garg residing at premises No. 2, Deodar Street, 2nd Floor Ballygunge, Post Office and Police Station Ballygunge, Kolkata 700019 (having PAN ADXPG7936K); and
- 1.1.7 **UPMOST RETAILS PRIVATE LIMITED** (having CIN U51909WB2012PTC179578 and PAN AABCU4291M) an incorporated Company within the meaning of the Companies Act, 2013 having its Registered Office at 4/1 Middleton Street, Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata-700071 represented by its Director Ms. Sanchita Santra daughter of Sanat Kumar Baksi residing at E 405, 406, 88 College Road, Shalimar, Post Office Botanic Gardens, Police Station AJC Bose Botanic Garden, Haora Corporation, E. Garden, Haora, West Bengal - 711103 having PAN ALXPS9631D;

hereinafter referred to as "the **FIRST OWNERS**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective successors or successors-in-office and/or assigns) of the **FIRST PART; AND**

1.2 **SECOND OWNERS:**

- 1.2.1 **SUGAM REALTY LIMITED** (having CIN U70102WB1991PLC052059 and PAN AADCS8432N) an incorporated Company within the meaning of the Companies Act, 2013 having its Registered Office at 2/5 Sarat Bose Road, Post Office Elgin Road, Police Station Ballygunge, Kolkata - 700020 represented by its Director Mr. Ashok Saraf son of Late Santosh Kumar Saraf residing at Flat No. 5B, 14/2 Burdwan Road, Kolkata -700027 Police Station Alipore, Post Office Alipore (having PAN AJQPS0820D);


 A series of handwritten signatures and initials in black ink, including 'huy', 'AS', 'DML', 'S-1', 'Kumar', and 'Ry'.

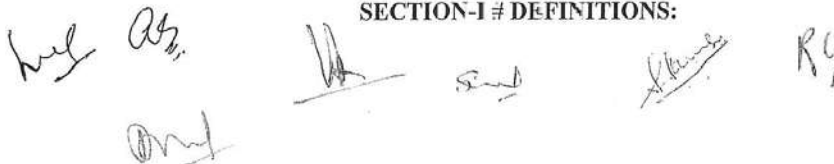
- 1.2.2 **ALEXIA DEALERS PRIVATE LIMITED** (having CIN U51909WB2008PTC126236 and PAN AAHCA0632L) an incorporated Company within the meaning of the Companies Act, 2013 having its Registered Office at 2/5 Sarat Bose Road, Post Office Elgin Road, Police Station Ballygunge, Kolkata - 700020 represented by its Director Mr. Ashok Saraf son of Late Santosh Kumar Saraf residing at Flat No. 5B, 14/2 Burdwan Road, Kolkata -700027 Police Station Alipore, Post Office Alipore (having PAN AJQPS0820E);
- 1.2.3 **ERODE MERCHANTS PRIVATE LIMITED** (having CIN U67120WB1995PTC073778 and PAN AAACE5513F) an incorporated Company within the meaning of the Companies Act, 2013 having its Registered Office at 2/5 Sarat Bose Road, Post Office Elgin Road, Police Station Ballygunge, Kolkata - 700020 represented by its Director Mr. Ashok Saraf son of Late Santosh Kumar Saraf residing at Flat No. 5B, 14/2 Burdwan Road, Kolkata -700027 Police Station Alipore, Post Office Alipore (having PAN AJQPS0820E);
- 1.2.4 **SUGARH PROMOTERS PRIVATE LIMITED** (having CIN U70109WB2019PTC230599 and PAN AEBCS6445A) an incorporated Company within the meaning of the Companies Act, 2013 having its Registered Office at 7B, Pretoria Street, Alom House, 2nd Floor, P.O. Middleton Row, P.S. Shakerspeare Sarani, Kolkata - 700071 represented by its Director Mr. Vivek Kumar Kajaria son of Mr. Sheo Kumar Kajaria, residing at 701, Suriyakiran, 4 Ashoka Road, Alipore, Kolkata - 700027, Police Station Alipore, Post Office Alipore (having PAN AGDPK5580E);

hereinafter referred to as "the **SECOND OWNERS**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective successors or successors-in-office and/or assigns) of the **SECOND PART; AND**

1.3 DEVELOPER:

- 1.3.1 **AVIKAM BUILDCON LLP** (having LLPIN AAI-8250 and PAN ABIFA3801C), a Limited Liability Partnership within the meaning of the Limited Liability Partnership Act, 2013 having its Registered Office at 2/5 Sarat Bose Road, Post Office Elgin Road, Police Station Ballygunge, Kolkata - 700020, represented by its Designated Partner Mr. Ashok Saraf son of Late Santosh Kumar Saraf residing at Flat No. 5B, 14/2 Burdwan Road, Kolkata -700027 Police Station Alipore, Post Office Alipore (having PAN AJQPS0820E) hereinafter referred to as "the **DEVELOPER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or assigns) of the **THIRD PART;**

SECTION-I # DEFINITIONS:


 A collection of handwritten signatures and initials in black ink, including 'hul', 'As', 'Sund', 'R9', and others, scattered below the 'SECTION-I # DEFINITIONS:' header.

1 **DEFINITIONS:** Unless in this Agreement there be something contrary or repugnant to the subject or context:-

1.1.1 "Agreed Ratio" shall mean the ratio of sharing or distribution in Realizations and several other matters referred to herein between the First Owners, the Second Owners and the Developer which shall be **24.192% (twenty four point one nine percent)** of the First Owners, **27.648% (twenty seven point six five percent)** of the Second Owners and **48.16% (forty eight point one six percent)** of the Developer.

1.1.2 "Building Complex" shall mean New Buildings to be constructed at different portions of the Project Land along with the relevant Common Areas and Installations and wherever the context so permits or intends include the Project Land.

1.1.3 "Building Plans" shall mean the plan for construction of the New Buildings to be caused to be sanctioned by the Developer in the name of the Owners from the Kolkata Municipal Corporation and include all modifications and/or alterations as may be made thereto as also all extensions and/or renewals thereof.

1.1.4 "Common Areas and Installations" shall mean the areas, installations and facilities at or for the Building Complex as mentioned in the **SECOND SCHEDULE** hereto and the same shall be subject to modifications and alterations that may be made by the Developer in terms hereof.

1.1.5 "Common Purposes" shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Building Complex and in particular the Common Areas and Installations; rendition of common services in common to the Transferees thereof; collection and disbursement of the Common Expenses; the purpose of regulating mutual rights, obligations and liabilities of the Transferees thereof; and dealing with all matters of common interest of the Transferees thereof.

1.1.6 "Completion of Construction" in respect of any of the New Buildings or part thereof shall mean the compliance of requirements mentioned in clause 8.15 hereto.

- 1.1.7 **"Contingent Residual Areas"** shall mean those Transferable Areas which may get identified and separately allocated to the parties as provided for in clause 11 hereto.
- 1.1.8 **"Developer' Realization Share"** shall mean and include **48.16% (forty eight point one six percent)** of the Realizations to belong to the Developer.
- 1.1.9 **"Developer's Allocation"** shall mean and include the Developer's Realization Share and portions and shares of the Developer in the Contingent Residual Areas and all other properties and rights of the Developer in the Project in terms hereof or in pursuance hereof.
- 1.1.10 **"Encumbrances"** shall include encumbrances, mortgages, charges, security interest, liens, lis pendens, attachments, leases, tenancies, thika tenancies, occupancy rights, uses, debentures, trusts, bankruptcy, insolvency, acquisition, requisition, vesting claims, demands, forfeitures and liabilities whatsoever or howsoever.
- 1.1.11 **"Extras and Deposits"** shall mean the amounts mentioned in **FOURTH SCHEDULE** hereto subject to any variations as per Clause 10.3 hereto.
- 1.1.12 **"New Buildings"** shall mean the one or more buildings and/or other structures that may be constructed by the Developer from time to time at the Project Land.
- 1.1.13 **"Owners"** shall mean the First Owners and the Second Owners and include their respective successors or successors in office and/or interest and/or assigns.
- 1.1.14 **"Owners' Realization Share"** shall mean and include **51.84% (fifty one point eight four percent)** of the Realizations to belong to the Owners and out of which 24.192% (twenty four point one nine two percent) to belong to the First Owners and 27.648% (twenty seven point six four eight percent) to belong to the Second Owners.
- 1.1.15 **"Owners' Allocation"** shall mean and include the Owners' Realization Share and portions and shares of the Owners in the Contingent Residual Areas and all other properties and rights of the Owners in the Project in terms hereof or in pursuance hereof.
- 1.1.16 **"Owners' Named Representatives"** shall, unless changed by an intimation in writing given to the Developer hereafter in terms of Clause

huf

AS

AD

Ry

13.1.8, mean (1) Mr. Sunil Garg representing the First Owners and (2) Mr. Ashok Saraf representing the Second Owners.

1.1.17 "Parking Spaces" shall mean the spaces at the Building Complex including at covered space, open area or under a shade at the open area or mechanized multilevel systems at the open area for parking of motor cars and/or two-wheelers.

1.1.18 "Pass Through Charges" shall mean the Goods and Service Tax or any substitutes, additions or alterations thereof and any other impositions, levies or taxes (other than Income Tax) on the Transfer in favour of the Transferees.

1.1.19 "Project Land" shall mean the pieces or parcels of Land admeasuring 5.4 Bighas with all existing rooms, structures, appendages and appurtenances situate lying at and being Premises No. 7 Convent Road (formerly comprising of premises No. 7 Convent Road and 21 Canal Street), Police Station Entally, Kolkata- 700014, morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written;

1.1.20 "Project" shall mean and include (a) development of Building Complex at the Project Land, (b) Transfer of the Transferable Areas to the Transferees and the collection of the Realizations from the Transferees and distribution of the same amongst the parties, (c) division of the Contingent Residual Areas, if any remaining, and (d) administration of Common Purposes until handing over to the Association, all as per the terms and conditions hereof.

1.1.21 "Real Estate Laws" shall mean West Bengal Housing Industry Regulation Act, 2017 and include the amendments and substitutes thereof and also all rules, regulations and byelaws in respect thereof.

1.1.22 "Realization" shall mean and include the amounts received against Transfer of or otherwise in respect of the Units, Parking Spaces and other Transferable Areas from time to time (other than Contingent Residual Areas); but shall not include any amounts received on account of (a) Pass Through Charges and (b) Extras and Deposits contemplated in clause 10.3 hereto.

1.1.23 "Previous Remaining Owners" shall mean (1) Bevel Commercial Private Limited, (2) HRG Health Care Private Limited, (3) HRG

The block contains several handwritten signatures and initials. On the left, there is a signature that appears to be 'Sunil Garg' with 'AG' written below it. In the center, there are initials 'AG' and 'AS'. To the right, there is a signature that appears to be 'Ashok Saraf' with 'AS' written below it. Further right, there is another signature that appears to be 'Ry' with 'Ry' written below it.

Vyapaar Private Limited, (4) Lovedeal Marketing Private Limited, (5) MoonlinkDevcon Private Limited, (6) MoonviewMarcom Private Limited, (7) Rosette Infrastructure Private Limited and (8) Ultrafocus Developers Private Limited.

- 1.1.24 **"Shares in land"** shall mean the proportionate undivided share in the land of whole or part of the Project Land attributable to any Unit.
- 1.1.25 **"Transfer"** shall include transfers primarily by sale but with possibility of leases and otherwise as decided by the Developer and with the First Owners' Named Representatives;
- 1.1.26 **"Transferable Areas"** shall mean the Units, Parking Spaces, other constructed spaces, private/reserved terraces/roofs with or without any facilities and all other areas at the Building Complex and Project Land capable of being transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise and shall also include any right, benefit or privilege at the Building Complex and Project Land capable of being commercially exploited and wherever the context so permits shall include the Shares in land.
- 1.1.27 **"Transferees"** shall mean the persons to whom any Transferable Areas in the Project is Transferred or agreed to be Transferred.
- 1.1.28 **"Units"** shall mean the independent and self-contained residential flats and/or apartments, non residential office spaces, shops and other constructed spaces capable of being exclusively held used or occupied by person/s.

1.2 INTERPRETATION:

- 1.2.1 Reference to any clause shall mean such clause of this Agreement and include any sub-clauses thereof. Reference to any Schedule shall mean such Schedule to this Agreement and include any parts of such Schedule.
- 1.2.2 Headings, Clause Titles, Capitalized expressions and Bold expressions are given for convenience only.
- 1.2.3 Reference to the word "include" shall be construed without limitation;

A collection of handwritten signatures and initials in black ink, including 'huf', 'ab.', 'll', 'sim', 'R4', and 'Dnd'.

- 1.2.4 The Schedules/Annexure and recitals hereto shall constitute an integral part of this Agreement and any breach of the stipulations contained in the Schedule shall be deemed to be a breach of this Agreement;
- 1.2.5 Reference to a document, instrument or agreement (including, without limitation, this Agreement) is a reference to any such document, instrument or agreement as modified, amended, varied, supplemented or novated from time to time in accordance with the provisions.

SECTION-II # RECITALS AND REPRESENTATIONS:

2 RECITALS/REPRESENTATIONS:

2.1 RECITALS:

- 2.1.1 The Project Land was owned by the First Owners having 46.667% share therein and the Previous Remaining Owners having 53.333% share therein.
- 2.1.2 By a Sale Deed executed immediately before the execution hereof, the Previous Remaining Owners have sold conveyed and transferred their entire share in the Project Land to the Second Owners.
- 2.1.3 The Owners are desirous that Project Land be utilized for the Project and pursuant to discussions between the parties and the representations as hereinafter contained, the Owners have agreed to grant to the Developer exclusive rights and interest in respect of the Project whereby the Developer shall, inter alia, be entitled to the exclusive right to develop the Building Complex and Transfer the Transferable Areas to interested Transferees and shall be entitled to the Developer's Allocation and other benefits and the Owners shall, inter alia, be entitled to the Owners' Allocation and other benefits.

2.2 REPRESENTATIONS:

- 2.2.1 **REPRESENTATIONS OF FIRST OWNERS** : The First Owners made the following several representations, assurances and warranties to the Developer for the purpose of entering upon this Agreement and the transaction envisaged herein:
- (i) That the First Owners are the full and absolute owners of 46.667% share in the Project Land with good marketable title. The Previous Remaining Owners were the full and absolute owners of 53.333%

Handwritten signatures: *huy* *As.* *H* *and* *Ry* *Sant*
and

share in the Project Land with good marketable title until sale to the Second Owners. The facts about the Owners deriving title to the Project Land are contained in the **FIFTH SCHEDULE** hereto and the same are all true and correct.

- (ii) That the Project Land is free from all Encumbrances whatsoever or howsoever and the Owners are in continuous open vacant and peaceful possession of the Project Land and the same has been duly secured by boundary walls on all sides with frontage alongside public roads namely Convent Road and Canal Street.
- (iii) That the Owners and the Previous Remaining Owners have caused their names to be mutated in the records of the Kolkata Municipal Corporation in respect of the Project Land.
- (iv) That the Second Owners have purchased their share of the Project Land on, inter alia, the assurance and representation of the First Owners that the Previous Remaining Owners had good and marketable title thereto free from all Encumbrances and accordingly several obligations on title under this agreement are exclusive to the First Owners.
- (v) That there is no injunction, status quo, impediment, obstruction, restriction or prohibition in the First Owners entering upon this Agreement and/or in the development and transfer of the Project Land nor is there any notice or proceeding affecting the same.
- (vi) That there is no notice of acquisition or requisition or alignment received or pending in respect of the Project Land or any part thereof and the Project Land or any part thereof does not contain any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976.
- (vii) That the Project Land or any part thereof has been attached or forfeited and/or is liable to be attached or forfeited under any laws or order or decree of any authority or Court of Law or due to Income Tax, Foreign Exchange, Money Laundering or any other Statutory Dues or Public Demand.
- (viii) That all the original documents of title in respect of the Project Land (except the sale deed in favour of the Second Owners) are in the custody of the First Owners and the same have not been



 Handwritten signatures and initials, including 'huf', 'as.', 'U', and 'A'.



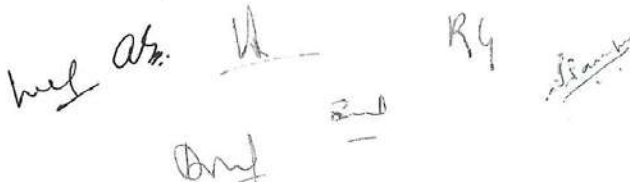
 Handwritten signature 'Rg' with a flourish.

deposited with anyone nor seized by any authority nor used as security or collateral security or bond or otherwise in respect of any activity or transaction whatsoever.

- (ix) That there is no pending agreement or contract with any other person in connection with the Project Land or any part thereof or its development/sale/transfer nor have executed any power of attorney in favour of any person nor have otherwise dealt with the Project Land or any part thereof prior to execution of this Agreement.
- (x) That there are no legal proceedings filed or pending by or against the Second Owners and/or their Directors in respect of the Project Land nor have the Second Owners and/or their Directors have extended any security and/or guarantee which are likely to affect the Project Land in any manner whatsoever.
- (xi) That there is no notice or proceeding of winding up or bankruptcy or insolvency proceedings or under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 or the Companies Act or Bankruptcy & Insolvency Code or before the Debts Recovery Tribunal or before any Court or Tribunal filed or pending against the First Owners or the Previous Remaining Owners.
- (xii) That subject to the terms hereof, there is no difficulty in the compliance of the obligations of the First Owners hereunder.

2.2.2 REPRESENTATIONS OF SECOND OWNERS : The Second Owners made the following several representations, assurances and warranties to the Developer for the purpose of entering upon this Agreement and the transaction envisaged herein:

- (i) That the Second Owners are the full and absolute owners of 53.333% share in the Project Land with good marketable title having purchased the same from the Previous Remaining Owners.
- (ii) That the Second Owners have not created any Encumbrances whatsoever or howsoever affecting the Project Land and the Owners are in continuous open vacant and peaceful possession of the Project Land.


 The bottom of the page contains several handwritten signatures and initials. From left to right, there is a signature that appears to be 'huel', followed by 'at.', a signature that looks like 'W', 'RG', and another signature that is partially obscured. Below these, there are more initials, including 'Bmf' and 'and'.

- (iii) That there is no injunction, status quo, impediment, obstruction, restriction or prohibition in the Second Owners entering upon this Agreement and/or in the development and transfer of the Project Land nor is there any notice or proceeding affecting the same.
- (iv) That the original sale deed in favour of the Second Owners is in the custody of the Second Owners and the same have not been deposited with anyone nor seized by any authority nor used as security or collateral security or bond or otherwise in respect of any activity or transaction whatsoever.
- (v) That the Second Owners have not entered upon any agreement or contract with any other person in connection with the Project Land or any part thereof or its development/sale/transfer nor have executed any power of attorney in favour of any person nor have otherwise dealt with the Project Land or any part thereof prior to execution of this Agreement
- (vi) That there are no legal proceedings filed or pending by or against the Second Owners and/or their Directors in respect of the Project Land nor have the Second Owners and/or their Directors have extended any security and/or guarantee which are likely to affect the Project Land in any manner whatsoever.
- (vii) That there is no notice or proceeding of winding up or bankruptcy or insolvency proceedings or under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 or the Companies Act or Bankruptcy & Insolvency Code or before the Debts Recovery Tribunal or before any Court or Tribunal filed or pending against the Second Owners.
- (viii) That subject to the terms hereof, there is no difficulty in the compliance of the obligations of the Second Owners hereunder.

2.2.3 REPRESENTATIONS OF DEVELOPER: The Developer has represented and assured the Owners, inter alia, as follows:-

- (i) The Developer is carrying on the business of construction and development of real estate and has infrastructure, expertise and resources in this field.


 A series of handwritten signatures and initials are present at the bottom of the page. From left to right, they include: 'Waf AS.', a signature that appears to be 'A', a signature that appears to be 'S', 'Ry', and a signature that appears to be 'M'. Below these, there is a signature that appears to be 'BNI'.

- (ii) The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.
- (iii) Subject to the terms hereof, there is no difficulty in compliance of the obligations of the Developer hereunder

2.3 The parties are now entering upon this Agreement to put into writing all the terms and conditions agreed between them in connection with the Project and the respective rights and obligations of the parties in respect of the same as hereinafter contained.

SECTION-III # WITNESSETH:

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

3 AGREEMENT AND CONSIDERATION:

3.1 The Owners hereby grant to the Developer exclusive rights, interest and authority in respect of the Project Land to develop the same by constructing the Building Complex thereon and to Transfer the Transferable Areas therein in the manner hereinstated and to be entitled to the Developer's Allocation and other rights as morefully hereinafter contained and in consideration thereof and further in consideration of the obligations, covenants, terms and conditions contained herein and on the part of the Owners to be observed, fulfilled and complied with, the Developer has agreed to the same on the terms and conditions hereinafter contained.

3.2 With effect from the date hereof, the Developer shall have the sole and exclusive rights, authorities and entitlements to (a) develop and construct or cause to be developed and constructed the Building Complex at the Project Land and (b) administer the Project in the manner and until the period as morefully contained herein and (c) Transfer the Transferable Areas in the manner hereinstated and (d) the Developer' Allocation and (e) all other properties benefits and rights of the Developer hereunder **And** the Owners shall be entitled (a) to the Owners' Allocation and (b) all other properties benefits and rights of the Owners hereunder on and subject to the terms and conditions hereinafter contained.

3.3 The Building Complex shall be constructed or caused to be constructed by the Developer at its own costs and expenses. The Owners hereby agrees to sell and transfer the shares in land attributable to the Transferable Areas in favour of the concerned Transferees and the sale of the same shall be completed upon

Handwritten signatures:
 1. *Wahid Ali*
 2. *Ud*
 3. *ADY*
 4. *→*
 5. *Ry*
 6. *Adh...*

Completion of Construction of the concerned Unit and the consideration for the same shall be the Owners' Realization Share.

- 3.4 The Contingent Residual Areas (if any) that may be allocated to the parties respectively shall be held by the respective allottees thereof and any Transfer in respect thereof shall be governed by the provisions contained in Clause 11 hereto. It is however clarified that the consideration for the transfer of shares in land attributable to the Residual Areas of the Developer shall be the construction cost of the Residual Areas of the Owners.
- 3.5 The agreement and the rights of the Developer shall be and remain valid and subsisting at all times and cannot be unilaterally cancelled by the Owners except only in accordance with any specific terms and conditions mentioned herein.

4 LAND RELATED OBLIGATIONS OF OWNERS :

- 4.1 **ATTRIBUTES REQUIRED FOR SAID LAND:** The Owners shall be wholly responsible and liable to cause and ensure the availability of the Project Land towards the development and Transfer in terms hereof.
- 4.2 **Marketable Title:** The First Owners shall make out and keep and maintain good marketable title to the Project Land. The First Owners shall have complete responsibility in respect of the ownership and title of the Project Land and for ensuring a marketable title in respect of the Project Land to the Developer and all Transferees and the Owners agree not to create any Encumbrance or do any act deed or thing which may result in any defect in their title to the Project Land. Any objection or claim of any person in respect of the Project Land shall be dealt with and settled and cleared by the First Owners. The Owners agree to answer and comply with all Requisitions on title that may be raised from time to time by the Developer or any Transferee.
- 4.3 **Free from Encumbrances:** The First Owners shall be liable and responsible for any Encumbrances in respect of the Project Land upto the date of execution hereof and both the Owners shall respectively be responsible for any Encumbrance in respect of their respective shares in the Project Land with effect from the date hereof and accordingly the Owners shall respectively cause and ensure that the Project Land is free from any Encumbrance, restriction or prohibition for its development and/or Transfer in any manner.
- 4.4 **Mutation and Amalgamation:** The earlier 7 Convent Road and the 21 Canal Street were amalgamated into the Project Land by the Kolkata Municipal Corporation. The First Owners and the Previous Remaining Owners have

Handwritten signatures and initials:
 1. *Must. Ab.*
 2. *H*
 3. *and*
 4. *Rg*
 5. *At...*

caused to be mutated their names in the records of the Kolkata Municipal Corporation in respect of the Project Land. In case any errors, defects, discrepancies, omissions, inconsistencies and/or mis-description in mutation or amalgamation or in any other recording is detected in the records of the said Kolkata Municipal Corporation or any other Appropriate Authorities including as regards the area of land and/or the nature of recorded use for the purpose of development envisaged herein or otherwise, the First Owners shall cause the same to be incorporated/corrected.

- 4.5 **Physical Possession:** There is or shall be no claim or interference or obstruction of any other person as regards possession of the Project Land or any part thereof.
- 4.6 **Direct Access:** There shall be direct access of the Project Land from the abutting public road namely Convent Road alongside the entire southern boundary and Canal Street alongside eastern boundary with no other property, benefit or right of any other person in between the Project Land and such abutting roads.
- 4.7 **CLEARANCES:** The First Owners have already obtained No Objection Certificate under the Urban Land (Ceiling & Regulation) Act, 1976 and shall obtain any other permissions, clearances or certificates from any Appropriate Authority as may be required in respect of the land and/or title of the Project Land or to make the same fit for sanction and development.
- 4.8 **MUNICIPAL DUES:** The First Owners shall at their own costs and expenses, bear and pay the municipal and all other rates taxes and other dues and outgoings in respect of the Project Land till the date of execution of this agreement.
- 4.9 **TIME AND COSTS AND EXPENSES FOR OBLIGATIONS OF OWNERS :** Unless otherwise expressly mentioned the time for compliance of the several obligations of the Owners shall be within **30 (thirty) days** from the date of execution hereof or as mutually agreed in writing to be extended or if the situation for the same arises later then within **30 (thirty) days** of the situation arising and all costs, charges, and expenses on any account whatsoever in respect of the several obligations of the Owners contained herein shall be borne and paid by the First Owners except those specific obligations of the Second Owners.

5 **TITLE DEEDS & OTHER DOCUMENTS:**

Handwritten signatures and initials:
 1. *Handwritten signature*
 2. *Handwritten signature*
 3. *Handwritten signature*
 4. *Handwritten signature*
 5. *Handwritten signature*
 6. *Handwritten signature*

- 5.1 Simultaneously with the execution of this Agreement, all original documents of title forming part of the chain of title relating to the Project Land shall be delivered by the Owners in a bank locker to be operated by one nominee of the First Owners and one nominee of the Developer, where it shall be held in the manner and until the period mentioned hereinafter.
- 5.2 Upon every request of the Developer from time to time made to the nominee of the First Owners operating such joint locker, the nominee shall attend the bank within 7 days of such request from the Developer and open the locker so that the Developer can inspect and provide inspection and production of the original title deeds to any Appropriate Authority and/or Transferees and/or Financers and obtaining and providing copies or extracts therefrom and upon completion of such works, such nominee shall again attend the Bank for safe keeping of the documents. The expression "Financers" used in this agreement shall mean banks or financial institutions only who may be providing loans, advances or finances to the Developer and/or the Transferees.
- 5.3 Furthermore, the Developer shall be entitled from time to time and at all times to deliver the original title deeds to any Financers in respect of any loan or finance taken by it in terms of clause 9.7 hereto and to return the same to the bank locker upon repayment of the same for which the nominee of the Owners operating such locker shall attend the bank from time to time as required by the Developer.
- 5.4 Upon Completion of Construction of the Project, the original Title Deeds shall be handed over to the Association in the manner as required under the Real Estate Laws.
- 6 **ENTRY :**
- 6.1 With effect from the date of execution of this Agreement, the Developer shall have the full free and unfettered right to enter upon the Project Land for the purpose of survey, soil testing, planning and preparation of plans, inspection and other initial works pertaining to the proposed development.
- 6.2 With effect from the date of sanction of Building Plans, the Developer shall have the full, free and unfettered right to enter upon the Project Land and carry out all development activities and to keep the same secured by appointing its security personnel.
- 6.3 It is hereby expressly agreed by and between the parties hereto that the possession of the Project Land shall not be given or intended to be given to the

The bottom of the page contains several handwritten signatures and initials. From left to right, there is a signature that appears to be 'Waf AS.', followed by a signature that looks like 'H' with 'DNY' written below it. To the right of that is a signature that looks like 'R' with 'Ry' written below it. Further right is a signature that looks like 'S' with 'S' written below it.

Developer under any circumstances whatsoever including in part performance as contemplated by Section 53A of the Transfer of Property Act 1882 read with Section 2 (47)(v) of the Income Tax Act 1961. The possession, juridical or otherwise, of the Project Land shall remain vested in the Owners until such time the Completion of Construction of the Building Complex and thereafter such possession shall be jointly held by the Owners and Developer save the areas delivered to the Transferees or those that may be separately allocated amongst the parties.

7 PLANNING OF THE PROJECT:

7.1 PLANNING: The planning and layout for the development of the Project Land including, inter alia, the decision on one or more Building Complex and the size and height each thereof, the design, concept and layout of the Building Complex and also of landscaping, plantation, walkways, driveways at the Project Land, the number and area and type of use of Units and other Transferable Areas in one or more New Buildings and other portions of the Project Land shall be done by the Developer.

7.1.1 The Owners through the First Owners' Named Representatives shall be at liberty to provide their suggestions and inputs in the planning of the Project without increasing costs of the Developer in respect of the Project but the incorporation of the same shall be at the sole discretion of the Developer in consultation with the Architect.

7.2 SURVEY AND SOIL TESTING: The Developer shall at its own costs and expenses carry out necessary survey and soil testing and other preparatory works in respect of the Project Land.

7.3 BUILDING PLANS:

7.3.1 PREPARATION AND APPROVAL: The Developer shall cause to be prepared the proposed Building plans and send a copy of the Building Plans to the Owners. The Owners shall within 15 days of receiving the proposed plans offer their suggestions, if any, thereon to the Developer which shall be considered by the Developer and shall finally leave the same for the consideration of the Architect whose decision on the same shall be final.

7.3.2 MODIFICATIONS AND ALTERATIONS: The Developer shall be entitled from time to time to cause modifications and alterations to the new sanctioned plans or revised sanctioned plans in such manner and to such extent as the

[Handwritten signatures]

Developer may deem fit and proper **Provided That** in case due to any such modification or alteration the total constructible area gets reduced, the Developer shall obtain the consent of the First Owners' Named Representative in respect thereof, which consent shall not be unreasonably withheld, refused or delayed.

- 7.3.3 **GREEN BUILDING/METRO CORRIDOR FAR:** The Developer shall be at liberty (and not obliged) to apply for additional FAR on account of Green Building/Metro Corridor and include the same in the planning and preparation of Building Plans or in any modifications or alterations thereof. Any such inclusion shall be subject to sanction by the Appropriate Authorities. The entire additional Green/ Metro fees/charges payable to Kolkata Municipal Corporation attributable to such sanction of additional FAR on account of Green Building/Metro Corridor shall be borne and paid by the Owners. The normal sanction fees and construction cost for such additional FAR shall be borne and paid by the Developer. Once sanctioned the additional FAR shall automatically form part of the Building Complex and the Project.
- 7.4 **APPROVALS FOR SANCTION AND DEVELOPMENT:** Save the clearances agreed to be obtained by the Owners, the Developer shall in its own name or in the names of the Owners apply for and obtain all permissions, clearances, no objection certificates and other approvals required for sanction of the Building Plans and carrying out the development at the Project Land, including those required from Pollution Control Authority, Airport Authority, Fire Service Authorities, Police Authorities, Municipal Authorities any other Statutory Authorities and shall be entitled to gift portions of the Project Land to Kolkata Municipal Corporation in connection with sanction of plans. The Developer shall also obtain necessary partial and/or full Completion/Occupancy Certificate from the Kolkata Municipal Corporation.
- 7.5 **SIGNATURE AND SUBMISSION:** The Owners shall sign, execute, submit and deliver all applications, undertakings, declarations, affidavits, plans, gift deeds to Kolkata Municipal Corporation, boundary declarations, undertakings, letters and other documents and do all acts deeds and things as may be required by the Developer in connection with the application and/or obtaining the sanction of the Building Plans and for obtaining any sanctions and/or approvals required to be obtained by the Developer and/or for commencing or carrying out the Development at the Project Land and for obtaining any utilities and permissions thereat.

8 **CONSTRUCTION OF THE PROJECT:**

Handwritten signatures and initials: [Handwritten signatures and initials, including 'AB', 'R4', and others, are present below the section header.]

- 8.1 **DEMOLITION:** The Developer shall be entitled from time to time to demolish all existing buildings and structures at the Project Land as per its planning and requirement. The Developer shall continue usage of the existing constructions or such parts thereof as may be required for its project office, storage, administration, security and other related purposes. As and when the Developer demolish any existing buildings and structures, the same shall be done on behalf of the First Owners and the net proceeds realized from the disposal of the debris etc., shall belong to the First Owners.
- 8.2 **BOUNDARY WALL:** The Developer shall, if required, repair the boundary walls wherever damaged.
- 8.3 **GOOD CONSTRUCTION:** The Developer shall construct erect and carry out the development at the Project Land or cause the same in a good and workman like manner with good quality of materials with the specifications mutually agreed and accepted between the parties and mentioned in the **THIRD SCHEDULE** hereto (or equivalent substitutes in quality/value thereof) and upon due compliance of the Building Plans and laws affecting the same. The Developer shall have the sole and complete rights and obligations in respect of all aspects of development and construction. The Owners shall not be responsible for any accident or mishap at the project site during construction.
- 8.4 **REAL ESTATE LAWS:** The Developer shall comply with all necessary requirements under the Real Estate Laws and required to be complied with by a developer of a building and the Owners shall co-operate and assist the Developer in respect thereof and shall also comply with all necessary requirements under the Real Estate Laws required to be complied with by land owners. The Developer shall keep the Owners indemnified in respect of any liability or proceeding suffered or incurred by the Owners owing to non compliance of the obligations of the developer under the Real Estate Laws as applicable to the Building Complex.
- 8.5 **TEAM:** The entire team of people required for the execution of the Project shall be such person as may be selected and appointed by the Developer in its sole discretion. All persons employed by the Developer for the purpose of construction such as architects, contractors, labourers, care-takers etc., shall be the persons under the appointment from and/or employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc. or their acts in any manner whatsoever and shall have no responsibility towards the architect and/or contractors labourers caretaker etc. or for the compliance of the provisions of labour laws, payment of wages,

Handwritten initials: MS

Handwritten initials: V
Handwritten initials: DW

Handwritten initials: R

Handwritten signature