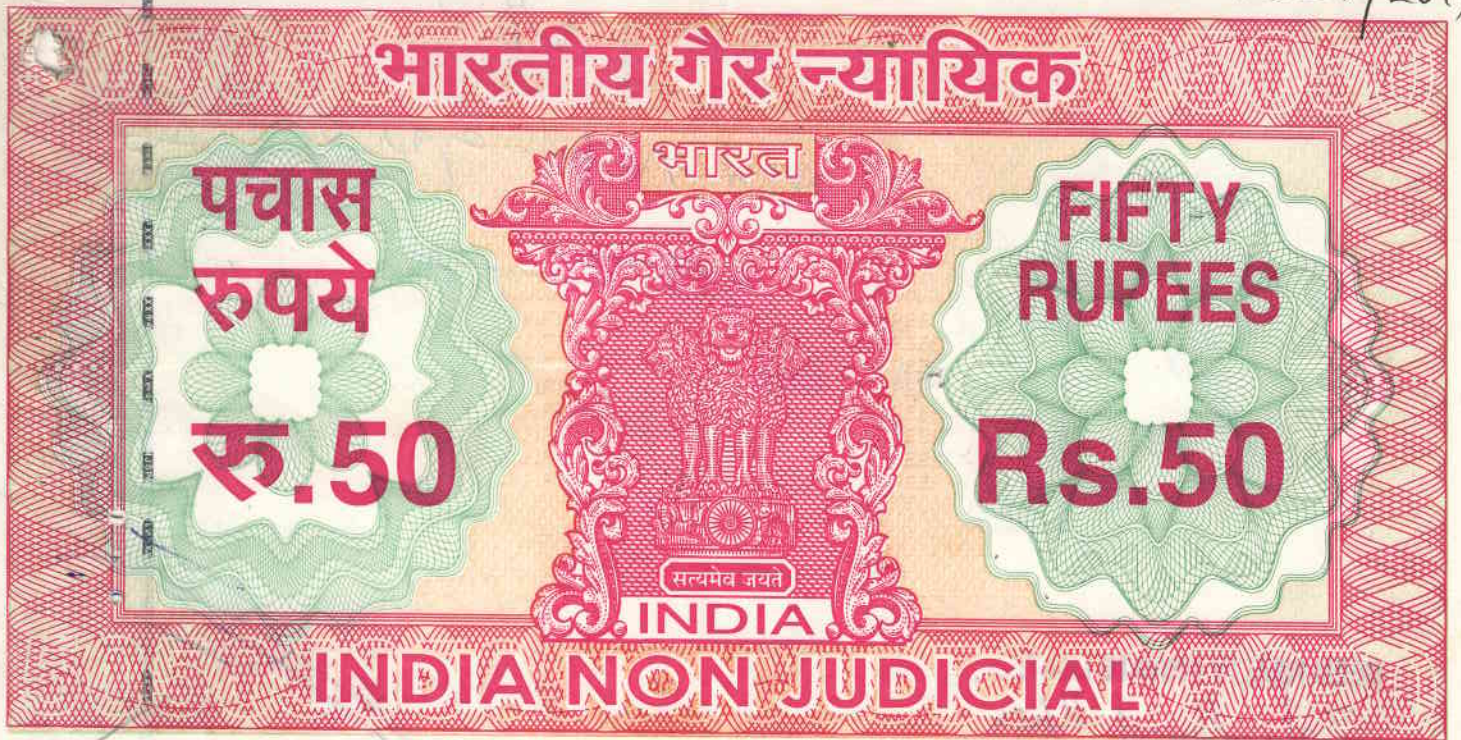


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1324/2014



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

N 004371



no. 1165 11429

Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

Additional Registrar of Assurances-II, Kolkata

[Handwritten signature]

THIS DEVELOPMENT AGREEMENT made this 1st day of
FEBRUARY, TWO THOUSAND FOURTEEN: BETWEEN: 1. M/S
TRAVLLERS EXPRESS CLUB, a proprietorship concern having its
 office at 20, Mirza Ghalib Street, P.S. New Market, Kolkata -
 700016 represented by its proprietor **SMT. NASRIN PADHI, PAN -**

4.10
 27/11/14
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 Addl. Registrar of Assurances II
 Kolkata
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09 OCT 2018

NAME
ADD.
RS.
9 OCT 2018
S. CHATTERJEE
Licensed Stamp Vendor
243, K. S. Roy Road, Kolt
Kolkata

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BEEU REALTY PRIVATE LIMITED

Zafar Ahmed Khan
DIRECTOR



e-799



BEEU REALTY PRIVATE LIMITED

Zafar Ahmed Khan
DIRECTOR



e-800

TRAVLLERS EXPRESS CLUB

Maseer Padma
Proprietor



e-801

NIRVANA TOURS

Mulay Padma
Proprietor



Basudev Pradhan
310 Lala Chuni Lal Pradhan
26K, Kusti's Road
Koh-39
Oce. Service.

ADU
OF ASSURANCE, KOLKATA
27 FEB 2018



Government Of West Bengal
Office Of the A.R.A. - II KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 01324 of 2014
(Serial No. 01286 of 2014 and Query No. 1902L000002714 of 2014)

On 01/02/2014

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

Presented for registration at 16.10 hrs on :01/02/2014, at the Private residence by Zafar Ahmed Khan, Claimant.

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

Execution is admitted on 01/02/2014 by

1. Smt Nasrin Padhi
Proprietor, M/s. Travellers Express Club, 20, Mirza Galib Street(Free School Street), Kol, Thana:-New Market, District:-Kolkata, WEST BENGAL, India, Pin :-700016.
, By Profession : Business
2. Neeraj Padhi
Proprietor, M/s. Nirvana Tours, 7 D, Swinhoe Street (Anil Moitra Road), Kol, Thana:-Gariahat, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700019.
, By Profession : Business
3. Zafar Ahmed Khan
Director, Beeu Realty Pvt Ltd, 267, Bipin Bihari Ganguly Street, Kol, District:-Kolkata, WEST BENGAL, India, Pin :-700012.
, By Profession : Business

Identified By Basudev Pradhan, son of Late Chuni Lal Pradhan, 26 K. Kustia Road, Kol, District:-Kolkata, WEST BENGAL, India, Pin :-700039, By Caste: Hindu, By Profession: Service.

(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II

On 03/02/2014

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 5, 5(f), 53 of Indian Stamp Act 1899.

Payment of Fees:

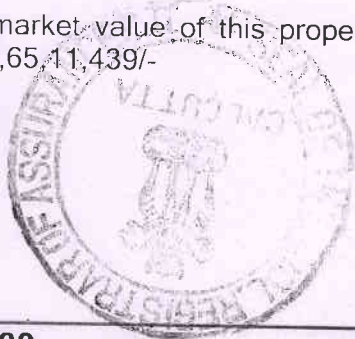
Amount By Cash

Rs. 330010.00/-, on 03/02/2014

(Under Article : B = 329989/- , E = 21/- on 03/02/2014)

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-11,65,11,439/-



(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II

03/02/2014 15:35:00

EndorsementPage 1 of 2



Government Of West Bengal
Office Of the A.R.A. - II KOLKATA
District:-Kolkata

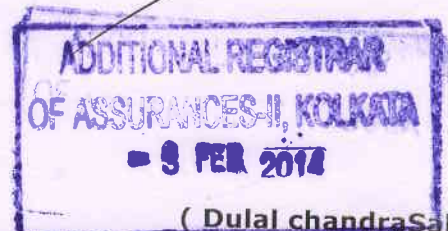
Endorsement For Deed Number : I - 01324 of 2014
(Serial No. 01286 of 2014 and Query No. 1902L000002714 of 2014)

Certified that the required stamp duty of this document is Rs.- 75021 /- and the Stamp duty paid as:
Impressive Rs.- 50/-

Deficit stamp duty

Deficit stamp duty Rs. 75000/- is paid , by the draft number 229743, Draft Date 01/02/2014, Bank :
State Bank of India, BEPIN BEHARI GANGULY ST, received on 03/02/2014

(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II



(Dulal chandra Saha)

ADDL. REGISTRAR OF ASSURANCES-II

03/02/2014 15:35:00

EndorsementPage 2 of 2

Zafar Ahmed Khan
Muskhate
Nesari Padhi

AGGP2940J, wife of Sri Neeraj Padhi of 6/5A, Swinhoe Street, P.S. Gariahat, Kolkata - 700019, **2. M/S NIRVANA TOURS** of 7D, Swinhoe Street, P.S. Gariahat, Kolkata - 700019 proprietorship concern represented by **SRI NEERAJ PADHI, PAN - AFVPP3444 H**, son of Sarat Chandra Padhi of Anil Moitro Road, P.S. Gariahat, Kolkata - 700019, hereinafter called and referred to as "**the FIRST PARTIES / OWNERS**" (which expression shall unless excluded by or there be something repugnant to the subject of context be deemed to mean and include their respective heirs, heiress, executors, legal representatives, administrators, successors and assigns) of the **FIRST PART:**

AND

BEEU REALTY PVT. LTD., PAN - AAFCB5723M, a company registered under the Companies Act, 1956, having its Registered Office at - 267 B.B.Ganguly Street, Kolkata - 700 012, represented by one of its directors, **ZAFAR AHMED KHAN**, son of Nasir Ahmed Khan, by faith - Muslim, by occupation-Business, hereinafter referred to as "**the DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its legal representatives, executors, administrators, successor and/or successors in office and assigns) of the **SECOND PART:**

WHEREAS by a Conveyance bearing date the 08th September 1924 and made between Shiva Nath Biswas as surviving Executor of the last will and Testament of Smt.Kumudini Dassi, therein called the Vendor of the One part and the said Golam Hossain Ariff therein called as the Purchaser of the other part and registered by the Registrar of Assurance of Calcutta in Book No. 1, Volume No. 104,



ADDITIONAL REGISTRAR
OF ASSAM
KATA
- 9 FEB 2014

Pages 215 to 220, being No. 3963 for 1924 the message parcel of land hereditaments and premises then numbered as No. 15 Market Street in the town Calcutta fully described therein was for the consideration therein mentioned conveyed unto the said Golam Hossain Cassim Ariff absolutely and forever.

AND WHEREAS the said Premises No. 15 Market Street was subsequently numbered 18A, 18B and 18C Free School Street.

AND WHEREAS in or about July 1936 the said Premises Nos. 18A, 18B, and 18C, Free School Street was numbered as 2A, 2B, and 2C, Free School Street now known as Mirza Ghalib Street.

AND WHEREAS the said Golam Hossain Cassim who was in his lifetime and at the time of his death a Mohamedan governed by the Hanafi School of Mahamedan Law died on or about 1st January 1937 leaving various properties amongst others the said premises No. 2A, 2B and 2C Free School Street (Mirza Ghalib Street) and also leaving a will dated 10th June 1933 where he appointed his wife the said Aisha Ariff and his two sons the said Ibrahim Golam Hossain Ariff and Ismail Golam Hossain Ariff the executrix and executors and trustees.

AND WHEREAS by the said Will after providing for payment of his funeral and testamentary expenses and debts, the said Golam Hossain Cassim Ariff directed his executors and executrix and trustees to make over his properties to his heirs according to the Hanafi School of Mahomedan Law.

AND WHEREAS the probate of the said Will was granted to the said executors and executrix by the High Court of Judicature at Fort Willam in Bengal on the 3rd August 1939.

AND WHEREAS the said Golam Hossain Cassim Ariff left a son the said Ibrahim Golam Hossain Ariff by his predeceased first wife Karimunnesa Begum and three other sons namely Ismail Golam Hossain Ariff, Ahmed Golam Hossain Ariff and Azam Golam Hossain Ariff by his second wife the said Aisha Ariff and also his sole widow the said Aisha Ariff as his only heirs and heiress and legal representatives at the time of his death under the Hanafi School of Mahomadan Law.

AND WHEREAS by a mortgage bearing date the 26th March 1938 and between the said Ibrahim Golam Hossain Ariff in his personal capacity and the Mortgage registered at Calcutta in Book No. 1, Volume 29 Pages 234 to 241 being No. 1221 for 1938 the said Ibrahim Golam Hossain Ariff in consideration of Rs. 20,000/- (Rs. Twenty Thousand) paid to him by the mortgage and granted among other properties his undivided share in the said messuage parcel of land hereidtements and premises Nos. 2A, 2B, and 2C Free School Street not known as Mirza Ghalib Street to the moratgage subject to a provision therein contained for redemption of the said premises on payment per annum and other monies therein mentioned.

AND WHEREAS it is alleged that the said Ibrahim Golam Hossain Ariff purported to leave a Will which has not been proved and the validity whereof is not admitted.

AND WHEREAS on the 12th February 1941 the said Dorothy Jane Ariff filed a suit in the Calcutta High Court being Suit No. 213 of 1941 against the said Aisha Ariff and the other parties of the 1st and 2nd parts for administration of the estate of the said Golam Hossain Cassim Ariff deceased and if necessary of the estate of Ibrahim Golam

Hossain Ariff deceased, for discovery, accounts, directions. For administrations of the said estates, for Receiver; Injunction, Costs and other reliefs.

AND WHEREAS by a decree made in the said suit on the 2nd December 1941, it was inter alia declared that (1) the said Aisha Ariff was entitled to 1/22th share in the estate of the said Golam Hossain Cassim Ariff deceased (2) that the said Ismail Golam Hossain Ariff, Ahmed Golam Hossain Ariff and Azam Golam Hossain Ariff were each entitled to 7/32th share therein and (3) that the estate of Ibrahim Golam Hossain Ariff was entitled to the remaining 7/32th share therein.

AND WHEREAS by the said decree it was inter alia further declared that the said Dorothy Jane Ariff was entitled to 9/72th share and the said Amina Ariff and Jamilla Ariff to 24/72th share each and the said Ismail Golam Hossain Ariff, Ahmed Golam Hossain Ariff and Azam Golam Hossain Ariff deceased.

AND WHEREAS by the said decree the said Stanley Kissen Sawdey was inter alia appointed the Receiver of the estate of the said Golam Hossain Cassim Ariff deceased and Ibrahim Golam Hossain Ariff deceased and of the rents, issues and profits thereof with all the powers provided in the Civil Procedure Code 1908.

AND WHEREAS by an order bearing date the 27th April 1942 made in the said Suit No. 213 of 1941 the said Stanley Kissen Sawday as such Receiver was given liberty to sell the said premises Nos. 2A, 2B and 2C Free School Street now known as Mirza Ghalib Street for Rs, 1,55,000/- (Rupees One Fifty Five Thousand) only and the said Receiver was directed to furnish security for a sum of Rs. 1,50,000/-

(Rupees One Lacs Fifty Thousand) only before any part of the sale proceeds was received by him as such Receiver as aforesaid.

AND WHEREAS pursuant to liberty given to him the said Receiver Stanley Kissen Sawday contracted and agreed with the Purchasers for absolute sale to them of the said message parcel of land hereditaments and premises Nos. 2A, 2B and 2C, Free School Street, (now known as Mirza Ghalib Street) Calcutta free from all encumbrances at or for the said sum of Rs. 1,55,000/- (Rupees One Lacs Fifty Thousand) only and on the 8th day of July 1942 received from the Purchasers the sum of Rs. 15,500/- (Rupees Fifteen Thousand Five Hundred) only as and by way of earnest and in part payment of the said purchaser money.

AND WHEREAS subject to due administration of the estates of the said Golam Hossain Cassim Ariff deceased and Ibrahim Golam Hossain Ariff deceased the parties of the first part are the absolute and sole beneficial owners of and otherwise well and sufficiently entitled to the said message parcel of land hereditaments and premises Nos. 2A, 2B, and 2C Free School Street now known as Mirza Ghalib Street in the town Calcutta particularly described in the schedule hereunder written and intended to be hereby granted conveyed and transferred for an absolute and indefeasible estate of inheritance in free simple in possession of an estate equivalent thereto free from all encumbrances.

AND WHEREAS Aisha Ariff and others are the only persons who are entitled to any share in the estate of Golam Hossain Cassim Ariff deceased and Ibrahim Golam Hossain Ariff deceased and Ibrahim

Golam Hossain Ariff deceased and there is no other person is so entitled.

AND WHEREAS by an order bearing the date 12th Day of January 1943 made in the said suit No. 213 of 1941 on the application of the said Receiver and on notice to all parties to the said suit and the said and second part do execute and register a Conveyance along with the said Receiver upon being asked by him and that in the event of the said Aisha Ariff and others and Aisha Ariff and Ismail Golam Hossain Ariff or any of them failing or neglecting or refusing to do so the said receiver be at liberty to execute and register the conveyance on behalf of the part including the minors refusing or neglecting to sign or register the same.

AND WHEREAS by the said order it was inter alia further ordered that the said Mortgage and do join in this conveyance and convey his right title and interest in the said messuages parcel of land hereditaments and premises to the Purchaser and in the event of his refusing or neglecting to do so the said Receiver be at liberty to execute and register the said conveyance on his behalf. In pursuance of the said orders dated 27th April 1942 and 12th January 1943 and the said agreement and in consideration of the premises the Vendors namely (1) Aisha Ariff (2) Ismail Golam Hossain Ariff and Azam Golam Hossain Ariff (3) Dorothy Jane Ariff (4) Aminia Ariff and (5) Stanley Kissen Sawday receiver appointed in suit No. 213 of 1941 - second and Hazi Anisur Rahman sold the above mentioned properties Nos. 2A, 2B, and 2C Mirza Ghalib Street, P.S. formerly Taltala at present New Market, Calcutta - 700 087, to Sri Indu Bhusan Dutta, Saila Bhusan Dutta, Sudhangshu Bhusan Dutta, Durga Bhusan Dutta

Dutt, Brojendra Bhusan Dutt, Dwijendra Bhusan Dutt and Dwipendra Bhusan Dutt all sons of Kanai Lal Dutta on 17th March 1943 which was duly entered in Book No. 1, Volume No. 25, pages 189 to 203, being No. 661 for the year 1943 for the total consideration written in the above indenture free from all encumbrances.

AND WHEREAS the said Fani Bhusan, Moni Bhusan, Brojendra Bhusan, Dwijendra Bhusan, Dwipendra Bhusan, Saila Bhusan, Sudhansu Bhusan, Durga Bhusan and Indu Bhusan mutated their respective names in the Calcutta Municipal Corporation after purchasing the said property and thus became the absolute owners seized and possessed of and sufficiently entitled to ALL THAT the said Premises Nos. 2A, 2B and 2C Mirza Ghalib Street, P.S. formerly Taltala at present New Market, Calcutta - 700 087 more fully described in the schedule hereinafter written.

AND WHEREAS Fani Bhusan, Saila Bhusan, Sudhansu Bhusan, Durga Bhusan & Indu Bhusan all deceased their legal heirs namely :-

1. Sri Sachin Kumar Dutt, son of late Sudhagshu Bhusan Dutt
2. Sri Somen Kumar Dutta, son of late Moni Bhusan Dutt
3. Sri Sandip Kumar Dutta, son of late Moni Bhusan Dutt
4. Smt. Mira Dutta, Wife of late Durga Bhusan Dutta
5. Sri Samar Kumar Dutta, son of late Durga Bhusan Dutta
6. Sri Sakti kumar Dutta, son of late Durga Bhusan Dutta
7. Sri Sajal Dutta, son of Late Durga Bhusan Dutta
8. Sri Sanjoy Dutta, son of Late Durga Bhusan Dutta
9. Sri Sachi Pati Dutt, son of Late Fani Bhusan Dutt
10. Sri Kanta Pati Dutt, son of Late Fani Bhusan Dutt

11. Sri Ramapati Dutt, son of Late Fani Bhusan Dutt
12. Smt. Minati Dutt, wife of Late Umapati Dutt
13. Smt. Ananya Datta daughter of Late Umapati Dutt
14. Smt. Angana Datta daughter of Late Umapati Dutt

became the absolute owners of the said property at 2A, 2B & 2C, Free School Street now known as 2A, 2B & 2C, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, Calcutta - 700087 with existing owners namely:-

Brojendra Bhusan Dutt, Dwipendra Bhusan Dutt and Dwijendra Bhusan Dutt

AND WHEREAS in the event of thus happened the then owners of said property at 2A, 2B & 2C, Free School Street now known as 2A, 2B & 2C, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. ward no. 46, Kolkata - 700087 containing an area of 18 cottahs 4 chittaks more or less together with very old structures thereon were having their proportionate share holding in the said property which are as under:-

1. Sri Sachin Kumar Dutt is the owner of 25% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087
2. Sri Brojendra Bhusan Dutt, is the owner of 10% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087.
3. Sri Dwipendra Bhusan Dutt, is the owner of 10% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta -- 700087.
4. Sri Dwijendra Bhusan Dutta, is the owner of 10% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087.
5. Sri Somen Kumar Dutta, is the owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087.

6. Sri Sandip Kumar Dutta, is the owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087.
7. Sri Mira Dutta, is the owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087.
8. Sri Samar Kumar Dutta, is the owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087.
9. Sri Sakti Kumar Dutta, is the owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087.
10. Sri Sajal Dutta, is the owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087.
11. Sri Sanjoy Dutta, is the owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087.
12. Sri Sachi Pati Kumar Dutt, is the owner of 2.5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087.
13. Sri Kanta Pati Kumar Dutt, is the owner of 2.5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087.
14. Sri Rama Pati Kumar Dutt, is the owner of 2.5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087.
15. Smt. Minati Dutt, is the owner of 0.0833% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087.
16. Smt. Ananya Datta, is the owner of 0.0833% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087.
17. Smt. Angana Datta, is the owner of 0.0833% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087.

AND WHEREAS said owners of said 2A, 2B & 2C, Free School Street now known as 2A, 2B & 2C, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. ward no. 46, Kolkata - 700087 containing an area of 18 cottahs 4 chittaks more or less together with very old structures thereon namely(1). Sri Sachin Kumar Dutt being the then owner of 25% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087 (2).Sri Brojendra Bhusan Dutt, being the then owner of 10% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (3). Sri Dwipendra Bhusan Dutt, being the then owner of 10% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (4). Sri Dwijendra Bhusan Dutta, being the then owner of 10% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (5). Sri Somen Kumar Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (6). Sri Sandip Kumar Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (7). Sri Mira Dutta, is the owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (8). Sri Samar Kumar Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (9). Sri Sakti Kumar Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (10). Sri Sajal Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (11). Sri Sanjoy Dutta,

being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (12). Sri Sachi Pati Kumar Dutt, being the then owner of 2.5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (13). Sri Kanta Pati Kumar Dutt, being the then owner of 2.5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (14). Sri Rama Pati Kumar Dutt, being the then owner of 2.5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (15). Smt. Minati Dutt, being the then owner of 0.0833% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (16). Smt. Ananya Datta, being the then owner of 0.0833% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (17). Smt. Angana Datta, being the then owner of 0.0833% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, jointly by way of a registered indenture dated 12th May, 1999, executed and registered in the office of the Additional Registrar of Assurances II, Calcutta being deed no. 1346 for the year 2002, sold, conveyed and transferred ALL THAT 50% share of premises no. 2C, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. ward no. 46, Kolkata - 700087 containing an area of 9 cottahs 2 chittaks more or less together with covered area of 11640 Sq. Ft. thereon in favour of **M/S TRAVLLERS EXPRESS CLUB**, a proprietorship concern having its office at 20 Mirza Ghalib Street, P.S. New Market, Kolkata - 700016 represented by its proprietor **SMT. NASRIN PADHI**,

wife of Sri Neeraj Padhi of 6/5A, Swinhoe Street, P.S. Gariahat, Kolkata - 700019, being the First Party/ Owner No. 1 herein.

AND WHEREAS the concerned authority of the Kolkata Municipal Corporation upon consideration of right title, interest and possession of the owner/vendor no. 1 which the owner/vendor no. 1 acquired by aforesaid purchase from the aforesaid vendors, being the owners of the premises mutated the name of the First Party/ Owner No. 1 as owner of the 50% share in the said premises no. 2C, Mirza Ghalib Street under Assessee no. 110464700031.

AND WHEREAS by way of another registered indenture dated 12th May, 1999 executed and registered in the office of the Additional Registrar of Assurances II, Kolkata, by said owners of said 2A, 2B & 2C, Free School Street now known as 2A, 2B & 2C, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. ward no. 46, Kolkata - 700087 containing an area of 18 cottahs 4 chittaks more or less together with very old structures thereon nameiy(1). Sri Sachin Kumar Dutt being the then owner of 25% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087 (2). Sri Brojendra Bhusan Dutt, being the then owner of 10% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (3). Sri Dwipendra Bhusan Dutt, being the then owner of 10% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (4). Sri Dwijendra Bhusan Dutta, being the then owner of 10% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (5). Sri Somen Kumar Dutta, being the then

owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (6). Sri Sandip Kumar Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (7). Sri Mira Dutta, is the owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (8). Sri Samar Kumar Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (9). Sri Sakti Kumar Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (10). Sri Sajal Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (11). Sri Sanjoy Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (12). Sri Sachi Pati Kumar Dutt, being the then owner of 2.5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (13). Sri Kanta Pati Kumar Dutt, being the then owner of 2.5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (14). Sri Rama Pati Kumar Dutt, being the then owner of 2.5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (15). Smt. Minati Dutt, being the then owner of 0.0833% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (16). Smt. Ananya Datta, being the then owner of 0.0833% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087, (17). Smt. Angana Datta, being the then owner of 0.0833% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta - 700087,

jointly sold, conveyed and transferred ALL THAT 50% share of premises no. 2C, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. ward no. 46, Kolkata - 700087 containing an area of 9 cottahs 2 chittaks more or less together with covered area of 11640 Sq. Ft. thereon in favour of **M/S NIRVANA TOURS** of 7D, Swinhoe Street, P.S. Gariahat, Kolkata - 700019 proprietorship concern represented by **SRI NEERAJ PADHI**, son of Sarat Chandra Padhi of Anil Moitro Road, P.S. Gariahat, Kolkata - 700019, being the First Party/Owner no. 2. The said indenture dated 12th May, 1999 made in favour of the first party/owner no. 2 has been executed and registered but the same was lying pending under serial no. 2232/1999P because of non-payment of deficit stamp duty till 30.01.2014 and thereafter on 30.01.2014 the deficit stamp duty and registration fees has been paid by the said owner and thereupon the said Deed has been numbered as Deed No. 01173/2014 by the office of the Additional Registrar of Assurances - II, Kolkata on 30.01.2014 but the original deed has not been supplied to the said owner till date.

AND WHEREAS the 50% share of the first party/owner no. 1 in premises no. 2C, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. ward no. 46, Kolkata - 700087 containing an area of 9 cottahs 2 chittaks more or less together with covered area of 11640 Sq. Ft. equivalent to 4 cottahs 9 chittaks together with covered area of 5820 Sq. Ft. is mortgaged as co-lateral security for payment of loan amounting to Rs. 2,50,00,000/- (Rupees Two Crore Fifty Lakhs) only but

the first party/owner by its own funds vacated the portion of the premises which is lying in the hands of the first party/owner

AND WHEREAS in the event of thus happened the Owners/First Parties became joint Owners and persons in possession in respect of **ALL THAT** premises no. 2C, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. ward no. 46, Kolkata - 700087 containing an area of 9 cottahs 2 chittaks more or less together with covered area of 11640 Sq. Ft. thereon.

AND WHEREAS the owners proposed to the developer to enter into an agreement for Development of **ALL THAT** premises no. 2C, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. ward no. 46, Kolkata - 700087 containing an area of 9 cottahs 2 chittaks more or less together with covered area of 11640 Sq. Ft., hereinafter referred to as "the said property" and morefully described in the schedule hereinafter written on the following terms and conditions on which the Developer having vast experience in the development works has also agreed on the following terms and conditions :-

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed

and declared by and between the parties hereto as follows: -

1. That the proposed building plan for sanction is to be submitted by the developer which being duly signed by the Owners/First Parties in the office of the K.M.C. As per present building rule new proposed building would be G+5 Storied and accordingly proposed building plan will be submitted before the K.M.C. for sanction. The Developer

will bear and pay the sanction fees and other expenses relating to preparation of building plan, submission and processing of building plan for sanction.

2. That the Title Deed in respect of 50% Share of the Owner/First Party No. 1 has been completed upon payment of full Stamp Duty and Registration Fees and the Title Deed in respect of 50% Share of the Owner/First Party No. 2 which was lying pending because of non-payment of deficit Stamp Duty and Registration Fees has been completed on 30.01.2014 upon payment of the deficit Stamp duty and Registration fees but the same has not been delivered to the said owner till date. Immediate after getting the said Title Deed No. 01173/2014 the said owner will handover the original Deed to the developer which will be in the custody of the developer as collateral security. In respect of 50% share in the said premises in respect of Owner/First Party No. 1, the mutation has been completed, but in respect of 50% share in the said premises of the Owner/First Party No. 2 the mutation has not been completed. So it would be sole responsibility of the Owners/First Parties to complete the mutation immediately after getting the said original Title Deed.
3. That it would be sole responsibility of the Owners/First Parties to give the vacant possession of the said premises to the Developer. If the existing tenants / occupiers of the said premises intend to surrender and handover his / their occupied portion on payment of money then it would be the sole option and responsibility of the Owners to take the same on payment of money by them and said area to be surrendered and handed over on payment of money will go in favour of the Owners. But immediate after getting vacant possession from the

existing tenants the said portion would have to be handed over to the developer by the owners. The existing tenants who will not agree to surrender their tenancy to the owners on payment of money they would be vacated upon mutual understanding that in the new building to be constructed as per sanction plan they would be re-accommodated. The area as would be required for the purpose of re-accommodation of the existing tenants will go from the owners' allocation.

4. The developer's allocation would be 45% of the built up area of the proposed building together with proportionate share on the land, common spaces and common amenities relating thereto which is collectively called and referred to as the "super built up area" and the owners' allocation would be 55% of the built up area of the proposed building together with proportionate share on the land common spaces and common amenities relating thereto which is collectively called and referred to as the "super built up area". In respect of Owners' 55% allocation would be given from each floor at the rate of 55% to each floor and the developer's 45% allocation would be taken from each floor at the rate of 45% to each floor in the proposed building.
5. That it has been decided by and between the parties herein that the developer will pay to the owners a sum of Rs. 3, 00, 00,000/- (Rupees Three Crore) only, as advance and/or refundable and/or adjustable security deposit, out of the said amount a sum of Rs. 1, 00, 00, 000/- (Rupees One Crore) only towards part payment of advance and/or refundable and/or adjustable security deposit, is paid by the developer to both the owners as per memo below at the time of

execution of this agreement. With the execution of this agreement and on getting the said amount the owners will handover possession of the portion of the said building which is under occupation of the owners. The developer will further pay a sum of Rs. 2, 00,00,000/- (Rupees Two Crore) only towards advance and/or refundable and/or adjustable security deposit to the owners herein for full and final payment of loan for releasing the said portion of the property and original Title Deed from the ambit of Mortgage and Collateral Security. The released Original Title Deed in respect of Owner/First Party No.1 would have to be handed over to the Developer as collateral security. Thereafter within fifteen days from the date of obtaining sanction building plan and on getting vacant and khas possession of entire building and upon obtaining the N.O.C. from the existing tenants the developer will start the constructional work of the proposed building. The owners will refund the said security deposit to the Developer at the time of taking possession of the owners' allocation, in default the Developer will be entitled to adjust the same to its extent, by selling area from the owners' allocation at the market rate.

6. That within One week after execution and registration of this agreement the Owners will execute and register a Power of Attorney in favour of the developer authorizing and empowering it to do all the necessary works for sanction of building plan and construction of the new proposed building as per sanction plan as also to sell, convey and transfer the developer's allocation in favour of the intending purchasers and to execute and register formal deed of conveyances in respect of the developer's allocation only.

7. That the owners will be solely responsible for getting the said premises temporarily vacated from the existing tenants and/or occupiers by the owners own efforts and expenditures on which the Developer would not have any responsibility in any manner whatsoever, notwithstanding anything contained herein the developer shall be bound to pay the shifting charges for temporarily shifting the said existing tenants and occupants during the period of construction of the said new proposed building until rehabilitating the said tenants and occupants in the said proposed building. It is provided here that if for the purpose of vacating the remaining portion from the existing tenants by payment of money, then the developer will make further advance as refundable security deposit which amount will be refunded before handing over owners' allocation in the manner as aforesaid. If the said amount to be advanced is not refunded by the owners to the developer then the same would be adjusted by selling the area from the owners' allocation in the manner as aforesaid.
8. That immediately after execution of the instant agreement the owners will execute and register a Power of Attorney in favour of the developer authorizing and/or empowering the developer to do all the acts as would be required for the purpose of proceeding with and/or completing the entire constructional work including obtaining completion certificate from the authority of the Kolkata Municipal Corporation and/or other authorities as would be required.
9. That immediately after execution of the instant agreement the owners will handover a No Objection Certificate from their part as also from existing tenants upon whom the owners have full control.

10. That if the developer decides to develop the instant premises togetherwith adjacent premises Nos. 2A and 2B, Mirza Ghalib Street, and it would be necessary to make inter-transfer between the Owners herein and the owners of said premises Nos. 2A and 2B, Mirza Ghalib Street, in respect of a small portion of respective premises for amalgamation of the aforesaid three premises, then the owners would not have any objection and they will execute and register formal deed of conveyances of inter-transfer to be required for amalgamation of said three premises on the instance of the developer. However by such inter-transfer the land area of the owners herein will not be lesser than that of present land area and the cost and expenses would be borne by the developer.

11. That the owners has represented to the developer as follows:

(a) That the owners are solely and absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** premises no. 2C, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. ward no. 46, Kolkata - 700087 containing an area of 9 cottahs 2 chittaks more or less together with covered area of 11640 Sq. Ft. thereon, hereinafter referred to as "the said Property" and more fully described in the Schedule 'A' hereunder written, free from all encumbrances, liens, charges, lispendenses, attachments, except bank mortgages as stated above, acquisitions, requisitions, alignments, demands, easements, rights, thika tenancy, adverse claims etc. whatsoever and howsoever;

(b) The owners are holding a good marketable title in respect of

the said property;

- (c) That there is no excess vacant land within the said property within the meaning of the Urban Land (Ceiling and Regulations) Act, 1976;
 - (d) That there is no bar legal or otherwise on the owners for transferring the said property or part thereof or any undivided impartible share therein;
 - (e) The owners have the right to enter into this agreement with the developer for the development of the said property and shall have no difficulty in fulfilling the obligations hereunder;
12. That the developer has thus agreed to develop the said schedule "A" property by constructing building or buildings thereon according to the plan as would be sanctioned by the Kolkata Municipal Corporation and/or any other appropriate authority following the specifications set forth below in Schedules "B" as also structural specifications contend in the sanctioned plan at the developer's own cost and expense.
13. That relying on the aforesaid representation of the owner it has been agreed by and between the parties hereto that the developer shall construct building or buildings on the said schedule "A" property at its own cost and the owners shall not invest any sum towards the cost of the construction of the proposed building or buildings and certain terms and conditions have been agreed between the parties hereto which they desire to record hereunder.

ARTICLE T - DEFINITIONS

1. In this agreement unless it be contrary or repugnant to the subject or context the following words and expressions shall have the meaning

assigned to them as hereinafter mentioned.

- 1.1 "The OWNERS" shall mean **1. M/S TRAVLLERS EXPRESS CLUB**, a proprietorship concern having its office at 20 Mirza Ghalib Street, P.S. New Market, Kolkata - 700016 represented by its proprietor **SMT. NASRIN PADHI**, wife of Sri Neeraj Padhi of 6/5A, Swinhoe Street, P.S. Gariahat, Kolkata - 700019, **2. M/S NIRVANA TOURS** of 7D, Swinhoe Street, P.S. Gariahat, Kolkata - 700019 proprietorship concern represented by **SRI NEERAJ PADHI**, son of Sarat Chandra Padhi of Anil Moitro Road, P.S. Gariahat, Kolkata - 700019, and their respective heirs, heiress, executors, legal representatives, administrators, successors and assigns;
- 1.2 "The DEVELOPER" shall mean the developer herein namely **BEEU REALTY PVT. LTD.**, a company registered under the Companies Act, 1956, having its Registered Office at - 267 B.B. Ganguly Street, Kolkata - 700 012, its legal representatives, executors, administrators, successor and/or successors in office and assigns;
- 1.3 "The said Property" shall mean the property at and more fully described in the Schedule "A" hereunder written.
- 1.4 "The BUILDING" shall mean the building proposed to be constructed at the said schedule "A" property in accordance with the plans for construction thereof as may be sanctioned by the Kolkata Municipal Corporation and/or other relevant authorities;
- 1.5 "The PLANS" shall mean the plan as may be sanctioned by the Kolkata Municipal Corporation and/or other relevant authorities for the building at the said schedule "A" property.
- 1.6 "The ARCHITECT" shall mean such Architect or Architects as will be appointed by the developer from time to time for the project at the

said schedule "A" property.

1.7 "The SALEABLE SPACE" shall mean the space in the building available for independent use and occupation along with proportionate share of the space required for the common portions and/or common facilities;

1.8 "Owners' Allocation": 55% of the proposed building together with proportionate share on the land common spaces and common amenities relating thereto which is collectively called and referred to as the "super built up area". Said 55% would be given from each floor of the proposed building at the rate of 55% to each floor subject to an interest free refundable adjustable amount of Rs. 3, 00, 00, 000/- (Rupees Three Crore) only, and the further refundable/adjustable advance by the developer to the owners for vacating remaining portion of the premises as aforesaid to be paid and refunded according to the terms and conditions of this agreement.

1.9 "That developer's allocation would be 45% of the built up area of the proposed building together with proportionate share on the land, common spaces and common amenities relating thereto which is collectively called and referred to as the "super built up area". Said 45% would be taken from each floor of the proposed building at the rate of 45% to each floor. It is provided here that if for the purpose of re-accommodation of the existing tenants the area would be required more than 55% then the developer's allocation would be reduced and the said reduced area would be adjusted from the owners' allocation in the other floors.

1.10 The Common portions/facilities: Shall mean the common parts and/or portions and/or facilities in the building, which are meant for

common use and enjoyment by the different owners and/or occupiers of the building;

- 1.11 "The TRANSFER" with its grammatical variations shall include transfer by possession and by any other means adopted for affecting what is understood as a transfer of saleable space in a multi-storied building to purchasers thereof although the same may not amount to a transfer in law;
- 1.12 "The TRANSFEREE" shall mean a person to whom any saleable space in the building has been transferred;
- 1.13 "MASCULINE GENDER" shall include feminine gender and vice versa;
- 1.14 "SINGULAR NUMBER" shall include plural number and vice-versa.

ARTICLE II - OWNERS' REPRESENTATIONS AND COVENANTS

2. The owners do hereby declare and covenant with the developer as follows:
 - 2.1 The owners are absolutely seized of and/or otherwise well and sufficiently entitled to **ALL THAT** premises no. 2C, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. ward no. 46, Kolkata - 700087 containing an area of 9 cottahs 2 chittaks more or less together with covered area of 11640 Sq. Ft. thereon.
 - 2.2 As far as the owners are aware the said schedule "A" property is free from all encumbrances, charges, liens, lispens, acquisitions, requisitions, attachments and trusts of whatsoever or howsoever nature except bank mortgage as stated above and the same would be paid in the manner as aforesaid.
 - 2.3 Excepting the owners no one else has any right, title, interest, claim or demand of whatsoever or howsoever nature in respect of the said schedule "A" property or any portion thereof;

- 2.4 There is no attachment under the Income Tax or under any of the provisions of the Public Debt Recovery Act excepting K.M.C area taxes which will be cleared by the owners in respect of the said property or any part thereof nor any proceedings in respect thereof is pending nor any notice in respect of any such proceedings have been received or served on the owners to the knowledge of the owners.
- 2.5 The said property or any part thereof so far as the owners are aware, is not, at present, affected by any acquisition, requisition or alignment proceedings or any authority or authorities under any of the laws for the time being in force nor any notice has been served on the owners in relation thereof.
- 2.6 So far as the owners are aware, no part of the land comprised in the said property is or can be deemed to be vacant land within the meaning of the Urban Land (Ceiling & Regulations) Act, 1976, and according to the owners cannot be or become liable to be 'acquired under the said Act for the said reason and no such notice or attachment has been received by the owners from the Urban Land Ceiling Authorities.
- 2.7 There is feasibility of construction of the building on the land comprised in the said schedule "A" property.
- 2.8 The owners have absolute right and authority to enter into the Agreement with the developer.
- 2.9 As far as the owners are aware, there is no bar or impediment (legal or otherwise) in the owners obtaining the certificate under Section 230 A (1) of the Income Tax Act, 1961.
- 2.10 That the owners hereby will have to get their names to be mutated with the Kolkata Municipal Corporation at cost and expenses borne

by the owners, and if there will be any arrears and/or outstanding tax required to be paid the same will be paid by the owners before sanctioning of the plan.

ARTICLE III - COMMENCEMENT

3. This agreement shall commence or shall be deemed to have commenced on and with effect from the date of execution of this agreement.

ARTICLE 'IV' - DEVELOPER'S RIGHT OF CONSTRUCTION AND OTHER ANCILLARY RIGHTS

4. The owners hereby agree to appoint the developer as his exclusive developer and grant exclusive right to the developer to develop the said property, constructing the building thereupon and to commercially exploit the said schedule "A" property in any manner as the developer may choose and deem fit, in respect of his allocated portion subject to the terms of this agreement.
 - 4.1 At any time hereinafter the developer shall be entitled to and/or has the following exclusive rights:
 - 4.1.1 To prepare revised plan for construction of the proposed building, and to submit the same to the Kolkata Municipal Corporation and/or other relevant authority or authorities and get the same sanctioned for the said purpose.
 - 4.1.2 Subject to the sanctioned plans, to construct the proposed building at the said schedule "A" property on behalf of itself and/or the owners and/or the developer 's nominee or nominees and/or their respective transferee or transferees and/or such person or persons interested in acquiring portions of the proposed building or any part thereof.

- 4.1.3 To apply for and obtain temporary and/or permanent connection for electricity, gas, water, power and/or other connection and/or lines for essential services and/or utilities required for the building and/or part thereof.
- 4.2 All costs, charges and expenses for carrying out the rights and/or entitlements of the developer in terms hereof as aforesaid shall be borne and paid by the developer absolutely.
- 4.3 The owners shall on being required by the developer from time to time forthwith sign and execute and produce before any authority/person all the documents or plans :
- a) Applications, papers, agreements etc. to be submitted to the Kolkata Municipal Corporation and/or other appropriate body, Authority or Government for sanction, permission, clearance or approval of the plans as may or shall be required for the construction of the building at the said property;
 - b) Which may be required by the developer to enable the developer to carry out effectually the rights and/or entitlements of the developer herein;
 - c) To obtain No Objection Certificate under the Urban Land (Ceiling & Regulations) Act, 1976 from appropriate authorities;
 - d) To do all further acts, deeds, matter and being as may be required by the developer from time to time in developing the said schedule "A" property.
 - e) To get clearance, sanction, permission or no objection from all and/or any authorities which may be required from time to time for the completion of the building in the said property.
 - f) The developer shall cause all such changes in the building plan as

shall be required by the Government or any authority aforesaid or to comply with any sanction, permission, clearance or approval as aforesaid and keep the owners informed of all such developments.

4.4 The owners shall also grant and extend all co-operation and/or assistance as may reasonably be required and/or demanded by the developer from time to time to enable the developer to carry out the rights, authorities and/or entitlements of the developer in terms hereof.

4.5 For more fully effectuating the rights and/or authorities and/or entitlements of the developer in terms of these presents the owners shall simultaneously with the execution of these presents grant in favour of the developer and/or their nominee or nominees a General Power of Attorney for transferring the developer's allocation.

4.6 The owners further agree to grant in favour of the developer and/or his nominee or 'nominees, from time to time, such other powers and/or authorities as may be necessary and be reasonably required by the developer for morefully effectuating the rights, authorities and/or entitlements of the developer in terms of these presents.

4.7 That the owners shall handover the possession of the said schedule "A" property to the developer for starting construction which will be started within 30 days from the date of sanctioning the plan.

4.8 That the Developer will be entitled to enter into agreements for sale of spaces, rooms and offices with the intending purchasers at its own discretion in respect of Developer's allocation that is 45% of each floor of the proposed new building at any rate as would be decided by the Developer and to receive advances and/or earnest money from the

said intending purchasers and the Owners will execute proper Deed of Conveyance in their favour on the instance of the Developer, subject to prior handing over of the owners' allocation to the owners herein as per terms and conditions of this Agreement.

ARTICLE 'V' - SPECIFICATION OF CONSTRUCTION & COMPLETION

- 5.1 The specifications of construction of the proposed building shall be generally those as are normal in a commercial building but shall not be in any way inferior to the specifications incorporated in the plan to be sanctioned by the concerned authorities.
- 5.2 The construction of the proposed building shall be strictly in accordance with the Sanctioned Plans or Building Regulations prescribed under the Calcutta Municipal Corporation Act and rules and the developer shall indemnify and keep owners saved, harmless and indemnified in respect of any deviation and all actions, proceedings, claims, demand and expenses arising therefrom, upon demolition of the said existing structure standing thereon at the said schedule "A" property by the developer herein by the developer's own expenditure and that all the dismantle properties of the said existing structure after demolition shall be the property of the developer herein .
- 5.3 All expenses and costs of complete construction of the said new building shall be borne by the developer. Such costs shall include the costs of all services, amenities, fittings, fixtures of materials used for construction, fees payable to the Architects' and Engineers in respect of the construction, costs for purpose of obtaining all other permissions and approvals. The owners shall not be required to

contribute any amount in that behalf. The Developer will also bear any expenses towards preparation, Submission and Sanction of building plan to be submitted by the Owners before the K.M.C. on the instance of the developer.

- 5.4 Unless prevented by circumstances beyond its control, the developer shall complete the said New building within 36 (Thirty Six) months from the date of from the date of sanction of building plan and getting vacant possession whichever is later, otherwise the developer herein shall compensate of the owner the amount to be calculated at the rate of 5,000/- (Rupees Five Thousand) only per day of daily after the said stipulated period of 36 (Thirty Six) months and the expenses had to be suffered for such delay.

ARTICLE 'VI' - POSSESSION

- 6.1 Simultaneously with the execution of this agreement or at a date to be mutually agreed between the parties, but before starting construction in the said property both the owners subject to Clauses mentioned above shall hand-over vacant, peaceful khas possession of the said property with/without structures to the developer in the manner as aforesaid.
- 6.2 The developer shall continue to hold possession of the said property till the completion of the project or in the event this agreement is terminated earlier for any reason whatsoever and till such time the owners shall fulfill all the owners' obligations towards the developer under this agreement and similarly the developer shall fulfill all the developers obligation towards the owners under this agreement. .

ARTICLE 'VII' - TITLE DEEDS

- 7.1 That simultaneously with the execution of this agreement, the

owners shall hand over the deeds and other documents as are in possession of the owners relating to the said schedule "A" property to developer.

- 7.2 The owners hereby undertake not to enter into agreement for sale or not to execute any Deed of Sale with any other party with respect to the said schedule "A" property during the period of construction.

ARTICLE 'VIII' - DELIVERY OF POSSESSION

- 8.1 The developer hereby agrees to deliver possession of the owner allocation within 36 (Thirty Six) months from the date of sanction of building plan and getting vacant possession whichever is later. That time is to be treated as essence of the contract.
- 8.2 The said building shall be deemed to have been completed if the same is made fit for habitation together with the drainage, sewerage, water and electricity connection and the occupancy certificate from concerned authorities.

ARTICLE 'IX' - SALE RIGHT

- 9.1 The owners give their consent to the developer by this agreement to enter into agreements for sale with intending Buyers of the Flats, Shops, Offices, and/or open spaces and to receive all advances and/or deposits against consideration or otherwise for developer's allocation allocated to the developer under this agreement and to receive payment thereof but subject to the prior handing over the owners' allocation to the owners herein but the developer will have no right to sell the owners' portion to be defined before hand.
- 9.2 The developer shall have the right to sell, transfer, or let-out and/or enter into agreements for the said purposes from the developer's allocation at his own discretion and to receive all advances, deposits

and consideration or otherwise, provided that the allocation of the portions to be allotted to the Owners/First Parties are not affected in terms of this agreement and subject to the prior handing over of the owners' allocation to the owners herein.

9.3 In case the developer negotiates with government and/or other public quasi government public organization for sale or otherwise disposing of certain areas to be constructed in the allocated area of the developer, and in such event the owners shall, subject to reasonable safeguard of their interest give such assistance and co-operation and sign such papers as confirming parties as be reasonably required by the Developer.

9.4 That the developer shall be liable and responsible to rehabilitate the existing tenants and occupants of the said schedule "A" property at the said new proposed building at the said Schedule "A" property.

ARTICLE 'X' - INDEMNITY

10.1 The developer shall be slowly and fully responsible for any deviation or unauthorized construction or accident or mishap while making any construction and in no event the owners shall incur any liability in respect thereof the developer shall indemnify and keep indemnified the owners against all losses, liabilities, costs' or claims, actions or proceedings arising out of such accident or mishap.

10.2 The owners and the developer have entered into this agreement purely on principal to principal basis and nothing stated herein shall be deemed or construed as a partnership between the owners and the developer or as a joint venture between the owners and the developer nor shall the owners and the developer in any manner constitute an association of persons.

10.3 The stamp duty, registration charges and expenses, Income Tax, if any levied, in connection with the preparation and execution of the deeds of conveyances and other documents relating to developer's allocation shall be borne by the developer or his nominee or nominees and assignee or assignees .

ARTICLE 'XI' - TAXES. MAINTENANCE ETC.

11.1 The owners and the developer and their respective transferees shall be liable to pay and bear all proportionate taxes and other service charges and other outgoings payable in respect of their respective shares of the built up area from the date of delivery of possession of their respective allocations.

11.2 The owners, and the developer shall from the date of delivery of possession of the owners' allocation maintain their respective portions at their own costs in a good and tenantable repair and shall not do or suffer to be done anything in or to the said property and/or common areas and passages of the said building which may be against the law or which shall cause obstruction or interference to the users of such common areas.

11.3 After the said building is completed then in respect of and the owners' allocation as also the allocation of the developer and their respective transferees shall form an association of the owners/occupants of the various flats in the said building with such rules and regulations as the developer, as owners shall think fit and proper.

11.4 Until such time, as such association is formed, the developer shall continue to remain responsible for the maintenance of the common services subject to the owners making payment of the proportionate

share of the maintenance charges and all other outgoing payable to the developer in respect of their respective allocations with effect from the date of giving notice for delivery of the possession of the allocations of the owners by the developer.

ARTICLE 'XII' - OBLIGATIONS OF THE OWNERS

12.1 The owners shall execute a Power of Attorney in favour of the developer to enable it to proceed with the obtaining of plans, licenses and sanctions of plans, sanctions in respect of the building to be constructed on the said property and authorizing the developer to represent the owners before the Kolkata Municipal Corporation and other statutory authorities and authorizing them to take all steps for the purpose of construction and/or development of the said property and giving the consent by this agreement to enter into agreements for sale with intending buyers of the flats, shops, offices, and/or open spaces and to receive all advances and/or deposits against consideration or otherwise for his share in the land and/or in constructed and/or open area., (i.e. Developer's Allocation subject to the owners taking possession of their allocated portion in the new building and the said Power of Attorney shall continue to be in force as long as this agreement subsists and till the completion of the project.

12.2 The owners shall sign and execute necessary applications, papers, documents and do all acts, deeds and things as the developer may require in order to legally and effectively vest in the developer or his nominee title to the developer's allocation in the said property after completing the construction of the building.

ARTICLE 'XIII' - MISCELLANEOUS

13.1 The owners shall sign and execute the deed of conveyances in favour of the nominee or nominees of the developer, in respect of developer's allocation subject to the owners getting possession of their allocated portions as afore said after deducting the area, it would be necessary for the purpose of adjustment of the security deposit, if the same is not refunded by the owners to the Developer as agreed upon.

13.2 That if it would be possible to get sanction of additional Floor i.e. any Floor in addition to G+5 Stories in the event also the developer would bear the expenses for sanction of such additional floor and its construction and the said constructed area of the additional floor togetherwith common spaces and amenities would be divided between the owners and the developer at the ratio 55:45.

ARTICLE 'XIV' - BREACHES AND CONSEQUENCES

14.1 In the event of either party to this agreement committing breach of any of their obligations under this agreement the aggrieved party shall be entitled to specific performance and also to recover damages/compensation to make good the loss sustained by the aggrieved party on account of such breach from the party from the party committing the breach.

14.2 All disputes and difference arising out of this agreement or in respect of any interpretation to any meaning or context under this agreement shall be referred to the Arbitration whose decision shall be final and binding on both the parties. For the purpose of arbitration the owners and Developer jointly shall nominate a person as an Arbitrator in default the Arbitrator will be appointed by court. Accordingly, the Arbitral Tribunal will be constituted by sole arbitrator. The Arbitration

tribunal shall have summary powers and may or may not keep any record of arbitration proceedings. The arbitration proceeding shall be governed by the statutory provisions of the Arbitration and Conciliation Act, 1996, with all of its amendments, modifications.

14.3 The Hon'ble High Court, Calcutta, Original side shall have jurisdiction to try and entertain all actions, appeals and proceedings arising out of this agreement, subject to the completion of the arbitration proceeding.

SCHEDULE "A" ABOVE REFERRED TO

ALL THAT premises no. 2C, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, (as per query of the concerned Registrar P.S. - Park Street), K.M.C. ward no. 46, Kolkata - 700087 containing an area of 9 cottahs 2 chittaks more or less together with covered area of 11640 Sq. Ft. thereon.

SCHEDULE "B"

(Specification)

RCC STRUCTURE: 1. Cement to be used Branded Company.
2. T M T Bar to be used ISI Grade Fe500

PLASTER AND BRICK WORK: i) Outside 8" and inside 5"
Brick Work
ii) Inside and outside wall
plaster
iii) Inside wall 1 POP

FLOORING: 1. By marble Slab of approximate
cost of Rs. 45 per Sq.Ft.
2. Scatting 4"
3. W.C. Pink / White Marble

- DOOR AND WINDOWS:**
1. Aluminum Sliding Windows with Brown Glasses.
 2. Flush Door (Ply Commercial) Frame of Shawl Wood section 3" x 3"

- W.C. AND KITCHEN:**
1. W.C. upto 6' tiles floor with pink / white Marble
 2. Kitchen tiles only 3' on front of cooking platform, with granite TOP
 3. W.C. Water connection 4 points and wash basin and one Geezer point
 4. Kitchen's water connection 2 points and 1 Steel Sink
 5. Good quality of Shutters being painted by Red Oxide and Black Japan in respect of each and every Shops of the Ground Floor.

ELECTRICAL POINTS (CONCELLED COPPER WIRING ONLY):

1. each room with 4 points and A.C. Connection and 3 pin points on the Board and provision of T.V. Connection.
2. Dining hall with 5 points with T.V. Connection
3. Electric motor Room on the Ground Floor.
4. Kitchen and W.C. 3 points each along with one 3 pin point on the Platform
5. Balcony with 1 point
6. Bell push and one T.V. point

- STARECASE AND RAILING:** 1. Stairs & flooring with marble
2. Railing by Steel grill (Iron)

WATER STORAGE: One roof top water storage tank with pump

SEPTIC TANK: 1. One septic Tank

COMMON PASSAGE: 1. Common Passage with Floor Tiles.

Strip Foundation as per specification the details are given in addition to the specifications given above for better clarification

Foundation : R.C.C.

Super Structure : R.C.C. framed superstructure as per specification. Brick work
250/200mm thick brickwork of external Wall and 125mm internal wall with plaster
both inside and outside and ceiling. Lift
One number of automatic lift of reputed make of sufficient number of passenger capacity.

The Lift and its Erection will be supplied by the Developer and other necessary works including electrical works will be done and completed by the contractor.

OTHER FACILITIES in addition to the specifications given above
for better clarification

1. Lift with all equipments: Owned by the Developer however other R.C.C. and construction work will be done by the contractor.
2. Staircases on all floors:
3. Internal road/passage.
4. Electrical wiring and meters.
5. Staircases and landing on all floors.
6. Drainage, sewerage and septic chambers.
7. Boundary Walls, main gates
8. Common passage and lobby on the ground floor:
9. Letter boxes with name in the lobby on the ground floor:
10. Water pump, water tank, the water pipes and other common plumbing installations.
11. Such other common parts, areas, equipments, installations, fixtures, fittings and spaces in or about the said multi storied building as are necessary for the use and occupancy of the unit /unit in common and as are specified by the Developer expressly to be the common part after construction of building including the ultimate roof and/or terrace.

THIS AGREEMENT has been prepared in one original, to be registered and the original registered agreement would be in the custody of the developer and the certified copy thereof would be in the custody of the owners.

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

SIGNED and DELIVERED by the **Owners**
in presence of :

TRAVLLERS EXPRESS CLUB

Masud Podh
Proprietor

NIRVANA TOUR

Nirvan
Proprietor

OWNERS

SIGNED and DELIVERED by the **Developer**
in presence of :

BEEU REALTY PRIVATE LIMITED

Raja Ahmad Khan
DIRECTOR

DEVELOPER

WITNESSES:

1. Basudev Pradhan,
26K, Kustia Road -
KOL. 700039.

2. Soumitra Ghosh
Dahapukur, Barisal -
North 24 Parganas,
Pin-743248

Drawn by-

MD. Nurul Haque

MD. NURUL HAQUE

ADVOCATE.

Enrollment No. WB / 199 / 86.

26K, Kustia Road, Kolkata- 700 039

RECEIVED the within mentioned sum of **Rs. 1,00,00,000/-**
(Rupees One Crore) only, as part payment towards security deposit
in terms of this agreement from the within named Developer
abovenamed being agreed with the terms and conditions of this
agreement in the following manner:-

- i) By A/c Payee Cheque No. 384067
Dated 25.01.2014, Drawn on Federal
Bank, Burrabazar Branch, In favour of
M/s Travllers Express Club. **Rs. 50,00,000/-**
- ii) By A/c Payee Cheque No. 384070
Dated 01.02.2014 Drawn on
Federal Bank, Burrabazar Branch, In
favour of M/s Nirvana Tours. **Rs. 50,00,000/-**

Total – **Rs. 1,00,00,000/-**

TRAVLLERS EXPRESS CLUB
Masudul Karim
Proprietor

NIRVANA TOURS
Muhammad Karim
Proprietor

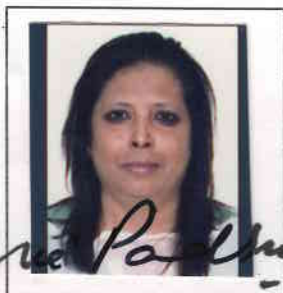
OWNERS

WITNESSES:

1. Basudev Pradhan .

2. Sumitra Choudhary

Thumb First finger Middle finger Ring Finger Small finger



Left Hand					
Right Hand					

Nasrin Padhi

Name... NASRIN PADHI

Signature... *Nasrin Padhi*

TRAVELLERS EXPRESS CLUB

Nasrin Padhi
Proprietor

Thumb First finger Middle finger Ring Finger Small finger



Left Hand					
Right Hand					

Naveed Bhatti

Name... NAVEED BHATTI

Signature... *Naveed Bhatti*

NIRVANA TOURS

Naveed Bhatti
Proprietor

Thumb First finger Middle finger Ring Finger Small finger



Left Hand					
Right Hand					

Zafar Ahmed Khan

Name... ZAFAR AHMED KHAN

Signature... *Zafar Ahmed Khan*


BEEU REALTY PRIVATE LIMITED

Zafar Ahmed Khan
DIRECTOR

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 6
Page from 3118 to 3164
being No 01324 for the year 2014.




(Dulal chandra Saha) 05-February-2014
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A.R.A. - II KOLKATA
West Bengal