

Dated this 13th day of ~~SEPTEMBER~~ 2013

Between

PAHARI PROJECTS PRIVATE LIMITED

And

SUPERDIAMOND VATIKA LLP

DEVELOPMENT AGREEMENT

R. Ginodia & Co.
Advocates
7C, Kiran Shankar Roy Road
Kolkata- 700001

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It is hereby certified that the document is admitted to registration. The signature sheet and the endorsement sheet attached to this document are the part of the document.

Additional Registrar
of Assurances - Kolkata
17.9.13

JOINT DEVELOPMENT AGREEMENT

1. Date: 13th September, 2013
2. Place: Kolkata
3. Parties:
 - 3.1 Pahari Projects Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 32, Armenian Street, Police Station Burrabazar, Kolkata 700001 and Income Tax Permanent Account No.AABCP6984E, represented by its director Mr. Niraj Kumar Kajuria hereinafter referred to as "the Owner" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and assigns) of the One Part;

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And

- 3.2 Superdiamond Vatika LLP, a limited liability partnership formed and incorporated under the Limited Liability Partnership Act, 2008 having its registered office at Alom House, 2nd Floor, 7B, Pretoria Street, Kolkata - 700 071 and Income Tax Permanent Account No. ACIFS8424Q, represented by its Designated Partner Mr. Vivek Kajaria and hereinafter referred to as "Developer" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and permitted assigns) of the Other Part.

Owner and Developer individually "Party" and collectively "Parties".

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

4. **Subject Matter of Agreement:** Agreement between the Owner and the Developer with regard to development of ALL THAT the premises no. 46A, Alipore Road, Kolkata - 700027 (formed after amalgamation of previous Premises nos. 46A, 46B, 46C, 42/2A and 42/2B Alipore Road which have been all been amalgamated together and renumbered into a single premises) comprising of land measuring about 16 cottahs and 25 square feet be the same a little more or less together with the building and structures constructed thereon under Police Station Alipore within Ward no. 74 of the Kolkata Municipal Corporation ("KMC") and morefully described in the First Schedule below ("said Property").
5. **Representations, Warranties and Background**
- 5.1 **Owner's Representations:** The Owner has represented and warranted to the Developer as follows:
- 5.1.1 **Ownership of said Property:** The Owner is the absolute lawful owner of the said Property and the devolution of title of the Owner is as mentioned in the Second Schedule written hereunder.
- 5.1.2 **Occupancy:** A small portion in the ground floor in the erstwhile premises no. 42/2A, Alipore Road, Kolkata - 700027 comprised in the said Property is under the occupation of Gopal Das and others who are heirs of Smt. Taramoni Dasi and claiming to be monthly tenants under the West Bengal Premises Tenancy Act, 1956 (hereinafter referred to as "the said Occupancy").
- 5.1.2 **Marketable Title:** The right, title and interest of the Owner in the said Property is free from all encumbrances, mortgages, leases, charges, liens, trusts, attachments, claims, demands and liabilities and the Owner has a marketable title to the said Property subject only to the said Occupancy in respect of a small portion in the ground floor in the erstwhile premises no. 42/2A, Alipore Road, Kolkata - 700027 comprised in the said Property.
- 5.1.3 **Possession:** The said Property in its entirety (save and except the portion under the said Occupancy) is in the khas, vacant, physical and absolute

possession of the Owner and is enclosed in boundary walls on all four sides.

- 5.1.4 **Mutation:** The said Property has already been duly mutated in the name of the Owner with the Kolkata Municipal Corporation.
- 5.1.5 **Urban Land Ceiling:** No Objection Certificate has been granted by the Competent Authority under the Urban Land (Ceiling & Regulation) Act 1976 in terms of Rule 4(4) of the Kolkata Municipal Corporation Building Rules 1990 in respect of the said Property.
- 5.1.6 **No Requisition or Acquisition:** The said Property is not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise.
- 5.1.7 **Taxes Paid:** All bills received for property taxes payable to the KMC in respect of the said Property have been paid by the Owner and at present there are no outstanding demands regarding the same.
- 5.1.8 **Custody of Title/Deeds:** The original documents of title mentioned in the Second Schedule hereunder written in respect of the said Property (hereinafter referred to as the "Original Title Documents") are in exclusive possession and custody of the Owner and no other person or entity has any right or entitlement in respect of the same.
- 5.1.9 **No Guarantee:** No guarantee and/or corporate guarantee that may affect the said Property in any manner at any time whatsoever has been given by the Owner.
- 5.1.10 **No Legal Proceedings:** No suits and/or other legal proceedings are pending regarding the said Property and there are no orders of Court or any other authority affecting the said Property and/or the right title and interest of the Owner herein.
- 5.1.11 **No Previous Agreement:** The Owner has not entered into any agreement, arrangement or understanding whatsoever with any person or entity for sale, transfer, lease, development or otherwise dealing with or disposing off the said Property or any part thereof and has not created any third party rights whatsoever.
- 5.1.12 **Authority:** The Owner has full right, power and authority to enter into this Agreement and there is no legal bar or impediment regarding the same.
- 5.2 **Developer's Representations:** The Developer has represented and warranted to the Owner as follows:
 - 5.2.1 **Infrastructure, Expertise and Financial Capacity of Developer:** The Developer is carrying on business of construction and development of real estate and has necessary infrastructure and expertise in this field as also the financial capacity and resources to successfully undertake, complete and finish within the agreed time the development of the said Property.

5.2.2 **No Abandonment:** The Developer shall not abandon, delay or neglect the Project in any manner and shall accord the necessary priority thereto.

5.2.3 **Authority:** The Developer has full right, power and authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.

5.3 **Background:** The Developer has expressed its interest to take up the development of the said Property by construction of the New Building and marketing and selling the Units and other rights therein ("Project"). Pursuant to the above, the parties agreed to the final terms and conditions for the Project, which are being recorded in this Agreement.

6. Basic Understanding:

6.1 **Agreement:** The Owner shall at its own costs make available for the purpose of development, the said Property with a marketable title free from all encumbrances and liabilities whatsoever. The Developer shall at its own costs develop the said Property and construct new building thereon in accordance with the plans ("Building Plans") to be sanctioned by the KMC as a residential building with specified areas, amenities and facilities to be enjoyed in common ("New Building") as per mutually agreed specifications in the manner envisaged in this Agreement. The saleable constructed spaces/apartments/flats and other rights in the New Building ("Units") shall be transferable in favour of intending buyers ("Transferees"). The term 'Transferees' shall also include the Owner and the Developer in respect of any Unit(s) that may be retained by them respectively.

6.2 **Developer to have exclusive development right:** For the purposes of construction and commercial exploitation, the Owner is hereby granting to the Developer an exclusive right and authority to construct the New Building and take all steps in terms of this Agreement.

7. Appointment and Commencement

7.1 **Appointment and Acceptance:** The Parties hereby accept the Basic Understanding between them as recorded in Clause 6 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Consequent thereto, the Owner hereby appoints the Developer as the developer of the said Property with exclusive right to execute the Project in accordance with this Agreement. The Developer hereby accepts the said appointment by the Owner.

7.2 **Commencement and Tenure:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed or till this Agreement is terminated in the manner stated in this Agreement.

7.3 **Possession:** Simultaneously with the execution of this Agreement the said Property shall be under the joint possession of the Owner and the Developer. The Developer shall be entitled to carry out survey, soil testing and other development related works at the said Property. Full vacant physical possession of the said Property shall be handed over to the Developer for the purpose of development in terms of this Agreement at a mutually agreed time.

8. Sanction, Approvals and Construction

- 8.1 Sanction & Approvals:** The Developer shall get the building plans prepared at its own cost by the Architects and the same shall be finalized in consultation with the Owner. The Developer shall endeavour to get the plans prepared and sanctioned in the manner that the maximum permissible area is sanctioned. The Developer shall expeditiously take necessary steps and apply for and obtain within 12 months from the date of this Agreement, the sanction of the Building Plans from the KMC as also all other sanctions, approvals, permissions, clearances, consents, no objections, registrations, licences, etc. (collectively "Approvals") required for the Project and for commencement of the construction of the New Building. If the Owner takes more than 7 days to satisfactorily reply to any queries relating to ownership, title or possession raised by KMC or any other authority, then the entire time taken by the Owner shall be excluded for the purpose of calculation of 12 months mentioned above. In the event of any delay in compliance by the Owner in respect of its obligation regarding the said Occupancy mentioned in Clause 17.1 causing delay in sanction of the building plan, then the additional time taken by the Owner to comply with such obligation regarding the said Occupancy shall be added to the aforesaid period of 12 months. All costs, charges, expenses, outgoings and fees for the Approvals (including development fee, sanction fee, etc) shall be borne and paid by the Developer. However, in case of any Approvals being necessary because of modifications/changes being made in any Unit at the request of the Transferees of such Unit, then the costs, charges, expenses, outgoings and fees for the same shall be borne and paid by the concerned Transferee.
- 8.2 Architects and Consultants:** The Architects and the other consultants for the Project shall be appointed by the Developer. All fees, costs, charges and expenses payable to them shall be paid by the Developer.
- 8.3 Demolition of Existing Building and Removal of Debris :** Within three months from the date of sanction of the Building Plan the Owner shall at its own costs complete the demolition of the existing building at the said Property and take away, remove and/or dispose of the materials, salvage, debris etc so that the site is in an appropriate condition to commence construction of the New Building. The sale proceeds of the materials, salvage, debris etc. available on demolition of the existing building and other structures in the said Property shall belong to the Owner.
- 8.4 Construction of New Building:** Subject to the sanction of the Plans and any other Approval necessary for commencement of construction, the Developer shall commence construction of the New Building within 3 (three) months of the site being in an appropriate condition for commencement of construction of the New Building after demolition of the existing building and structures and removal of all debris etc. by the Owner. The superstructure of the New Building shall be completed by the Developer within 15 (Fifteen) months of the commencement of construction provided there is no change in the Plans during this period. In case of change in Plans, the time taken for the same shall be excluded for the purpose of calculation of the aforesaid period. The Developer shall, at its own costs and expenses, construct, erect and complete the New Building in accordance with the sanctioned Building Plans provided however that the Units shall be constructed by the Developer only in a raw, bare and/or incomplete condition with external water pipelines complete upto the outside of each Unit and electrical wiring upto and outside each Unit and shall allow each

Transferee access to his Unit for the purpose of completing the flooring, plastering the walls with plaster of paris, painting, completing the internal electrical conduit pipes and internal electrical wirings, fittings, switches, etc., completing the toilets/bathrooms and kitchen and providing all sanitary fittings and fixtures including commodes, basins and sinks, providing and installing internal doors and frames, and all internal works required to make the Unit fit for habitation (collectively "Internal Flat Finishing") which shall be done by each Transferee at the Transferee's own costs.

- 8.5 **Completion Time:** The Developer shall, at its own costs and expenses, construct, erect and complete the New Building in accordance with the Building Plan and the mutually agreed specifications within a period of 30(thirty) months from the date of receiving all Approvals necessary for commencement of construction and removal of all debris by the Owner after demolition of the old buildings and making available of the said Property in vacant condition for the purpose of construction, whichever is later ("Completion Time"). For any delay thereafter not attributable to Force Majeure, the Developer shall be entitled to a further period of 6 (six) months from the date of expiry of the Completion Time ("Grace Period").
- 8.6 **Common Portions:** The Developer shall at the Developer's own costs, construct and/or install and/or make available in the New Building, the common areas, amenities and facilities (collectively "Common Portions").
- 8.7 **Building Materials:** The Developer shall be authorized to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities required for the construction of the New Building.
- 8.8 **Temporary Connections:** The Developer shall at its own costs be authorized in the name of the Owner to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use any existing electricity and water connection at the said Property the costs whereof shall be borne by the Developer.
- 8.9 **Co-operation:** Neither Party shall indulge in any activities that may be detrimental to the development of the said Property and/or may affect the mutual interest of the Parties. Both parties shall provide all cooperation that may be necessary for successful completion of the Project.
9. **Deposit of Original Title Documents:** Simultaneously with the execution of this Agreement, the Original Title Documents shall be deposited by the Owner with the Project Advocates Messrs. R. Ginodia & Co. of 7C, Kiran Shankar Roy Road, Kolkata 700001. The Original Title Documents shall be used for the purpose of the Project including producing the same before the statutory authorities and bodies and also for the purpose of Project Finance and for such purpose the Developer's Advocates shall hand over the Original Title Documents to the Developer upon request being made by the Developer with an intimation to the Owner.
10. **Powers of Attorney:** Simultaneously with the execution of this Agreement, the Owner has granted to the Developer and/or its nominees, a Power of Attorney for the purpose of, inter alia, getting the Building Plans sanctioned, obtaining all necessary Approvals for the Project and booking and sale of the saleable spaces in the New Building. The power for booking and sale of the saleable spaces in

7

the New Building shall become effective only after sanction of the Building Plan and obtaining of all Approvals required for commencement and construction and till that time neither any booking/allotment shall be made nor any agreement for sale/transfer of any portion of the New Building and/or for creating any third party right in any manner whatsoever shall be made, entered into or executed. Notwithstanding grant of the aforesaid Power of Attorney, the Owner hereby undertakes that it shall execute all necessary papers, documents, plans, etc. for enabling the Developer to perform its obligations under this Agreement.

11. Allocation of Revenues of Saleable Constructed Spaces in the New Building:

11.1 Sale Proceeds: The sale proceeds from the sale of total saleable constructed spaces in the New Building upon development of the said Project together with an undivided indivisible impartible proportionate share and/or interest in the Land and the Common Portions ("Sale Proceeds") shall be allocated between the parties as mentioned below. It is clarified that the amounts receivable by the Developer under Clauses 19.1 are not part of the Sale Proceeds and the same shall belong only to the Developer without the Owner having any share therein.

11.2 Owner's Allocation of Sale Proceeds: The Owner's Allocation of Sale Proceeds shall mean 70(seventy) per cent of the Sale Proceeds.

11.3 Developer's Allocation of Sale Proceeds: The Developer's Allocation of Sale Proceeds shall mean 30(thirty) per cent of the Sale Proceeds.

12. Financials:

12.1 Project Finance: The Developer may arrange for financing of the Project (Project Finance) by a Bank/Financial Institution (Financier). After sanction of the Building Plan and obtaining of all Approvals required for commencement of construction, the Developer shall be entitled to deposit Original Title Documents of the said Property with the Financier as security for the purpose of Project Finance in the manner that the Financier shall not have any right or lien in respect of the Owner's Allocation of Sale Proceeds. For the aforesaid purpose, the Owner may join as consenting party (if required by the Financier) to create a mortgage/charge in favour of the Financier for availing such Project Finance Provided That the Owner shall not have any liability whatsoever to repay the loans obtained by the Developer and/or any interest, penalty or other amounts relating to the same (collectively Project Finance Liability) and the Developer hereby indemnifies and agrees to keep indemnified the Owner against any claim, liability or loss whatsoever relating to Project Finance/ Project Finance Liability. The loans obtained by the Developer against the Original Title Documents shall be used by the Developer only for the purpose of this Project and not for any other Project or other business. The Developer undertakes to make timely payment of the Project Finance Liability without any default and in a manner that neither the Project nor the sales of the constructed spaces therein are adversely affected.

12.2 The Buyers of constructed spaces in the New Building shall be entitled to obtain housing loans from Banks/Financial Institutions subject to the terms and conditions of the Agreement for Sale to be executed in their favour.

- 12.3 **Deposit:** Simultaneously with the execution of this Agreement the Developer has deposited with the Owner an interest free refundable/adjustable sum of Rs. 1,00,00,000/- (Rupees one crore only) by Cheque no. 333292 dated 13.09.2013 drawn on Axis Bank, Main Branch, Kolkata. The Developer shall deposit with the Owner such further interest free refundable/ adjustable sum as may be mutually agreed in writing between the Developer and the Owner. The term "Deposit" in this Agreement shall mean and refer to the total aggregate amount of all such interest free refundable/adjustable sums that may be paid from time to time by the Developer to the Owner.
- 12.4 **Service Tax:** The service tax relating to development and construction shall be paid and borne solely by the Developer who shall comply with the applicable provisions regarding the same and keep the Owner indemnified in this regard. The service tax in respect of the sale of the Units to the Transferees shall be collected by the Developer from the Transferees and deposited in the Sale Consideration Bank Account mentioned in Clause 12.6 below. Deposit of such Service Tax with the concerned authority in accordance with law in respect of the sale of the Units to the Transferees and complying with applicable provisions regarding the same shall be the responsibility of the Developer. However, such payment of service tax in respect of the sale of the Units to the Transferees shall be made out of the Sale Proceeds and shall be borne by both parties in same ratio as the Sale Proceeds, that is, 70:30. The Owner's share of service tax in respect of the sales shall be paid to the Developer by way of adjustment from the Owner's Allocation of Sales Proceeds in the manner mentioned in Clauses 12.8 and 12.9 below and it shall be the responsibility of the Developer to pay the entire service tax in respect of the sales for the whole project including the shares of both the Owner and the Developer. .
- 12.5 **Marketing Costs & Brokerage** The costs for marketing and marketing materials shall be shared by the parties equally, that is in the ratio 50:50. The brokerage payable for sales of the Units shall be shared by the parties in the same ratio as the Sales Proceeds, that is, 70:30. The Owner shall pay its share of marketing and marketing materials and the brokerage to the Developer by way of adjustment from the Owner's Allocation of Sales Proceeds in the manner mentioned in Clauses 12.8 and 12.9 below and it shall be the responsibility of the Developer to pay the marketing costs and the entire brokerage to the brokers for the whole project including the shares of both the Owner and the Developer.
- 12.6 **Sale Consideration Bank Account:** The principal policy decisions regarding the marketing and sales of the Project (i.e. the total saleable constructed spaces/Units in the New Building comprising both the Owner's Allocation and the Developer's Allocation) including deciding the sale price and revising the same from time to time, shall be taken by the Developer in consultation with the Owner. The Developer shall take all necessary steps and day-to-day decisions in accordance with the policy decisions. The sales to the Transferees shall be made by the Developer and the Sale Proceeds shall be collected by the Developer. The Sale Proceeds in respect of all sales of the Units in the New Building as also the Service Tax thereon payable by the Transferees shall be deposited in a separate bank account (Sale Consideration Escrow Account) which shall be operated jointly by representatives of both the Owner and the Developer in the manner that the Owner receives the Owner's Allocation of Sale Proceeds subject to adjustment of the Deposit and the Developer receives the Developer's Allocation of Sale Proceeds subject to re-payment of the Project Finance Liability.

12.7 **Disbursement from Sale Consideration Bank Account till adjustment of the Deposit:** Though the Owner's Allocation of Sales Proceeds is 70 (seventy) per cent and the Developer's Allocation of Sales Proceeds is 30 (thirty) per cent, the Sales Proceeds shall initially be distributed in the ratio of 50:50 for the purpose of adjustments mentioned in Clause 12.8 below. Standing instructions shall be given by the authorised representatives of both the Owner and the Developer to the concerned Bank to disburse at the end of every day the amounts deposited in the Sale Consideration Escrow Account in the following manner:

- (a) 50 per cent of the Sale Proceeds shall be transferred to a designated bank account belonging to the Owner in respect of the Owner's Allocation of Sale Proceeds; and
- (b) (i) 50 per cent of the Sale Proceeds shall be transferred to a designated bank account belonging to the Developer out of which 30 per cent shall belong to the Developer as the Developer's Allocation of Sale Proceeds and the balance 20 per cent shall be used for the purpose of adjustments mentioned in Clause 12.8 below;
or
(ii) 50 per cent of the Sale Proceeds shall, in the event of the Developer availing Project Finance, be transferred to a designated bank account meant for repayment of the Project Finance Liability. Out of this sum the concerned Bank shall first pay to the Financier the periodical installments for repayment of the Project Finance Liability in accordance with the schedule of payment and other terms of Project Finance and thereafter transfer the balance amount to another designated bank account belonging to the Developer. 20 per cent of the Sale Proceeds out of the balance amount transferred to the Developer's designated Bank Account shall be used for the purpose of adjustments mentioned in Clause 12.8 below and the remaining amount shall belong to the Developer as the Developer's Allocation of Sale Proceeds after adjustment of the installment for repayment of the Project Finance Liability.

12.8 **Adjustment of additional 20% of the Sale Proceeds disbursed to the Developer:** The additional 20 (twenty) per cent of the Sales Proceeds that would be disbursed to the Developer in accordance with Clause 12.7 shall be used by the Developer only for the following purposes:

- a) Repayment of the Deposit mentioned in Clause 12.3;
- b) Payment of service tax on sales of Units to the Transferees collected by the Developer from the Transferees in respect of the Owner's Allocation of Sales Proceeds mentioned in Clause 12.4; and
- c) Payment of brokerage in respect of the Owner's Allocation of Sales Proceeds mentioned in Clause 12.5.

12.9 **Disbursement from Sale Consideration Bank Account after adjustment of the Deposit:** Upon the entire amount of the Deposit being adjusted from the additional 20% of the Sale Proceeds disbursed to the Developer, standing instructions shall be given by the authorised representatives of both the Owner and the Developer to the concerned Bank to disburse at the end of every day the amounts deposited in the Sale Consideration Escrow Account in following manner:

- a) The Owner shall be paid 65 (sixty five) per cent of the Sales Proceeds
- b) The Developer shall be paid 35 (thirty) per cent of the Sales Proceeds.

The extra 5 per cent of the Sale Proceeds deducted from the Owner and paid to the Developer as the aforesaid shall be used by the Developer for making payment of the service tax payable on Owner's Allocation of Sales Proceeds and the brokerage payable by the Owner as mentioned in Clauses 12.4 and 12.5. At the end of every quarter the actual amounts paid towards such service tax and brokerage shall be reconciled with the 5 per cent deducted and the difference if any shall be adjusted between the parties within the next 15 days.

- 12.10 Reconciliation & Payment of difference:** The Sale Consideration Escrow Account will be reconciled at the end of every quarter so as to adjust the actual amount of service tax and brokerage as also to adjust the actual amount of repayment of Deposit. If it is found that any party has received less than its allocation of Sales Proceeds mentioned in Clause 11, then the difference amount payable to such party shall be paid by the other party within 15 days.

13. Retention of Units by Parties and transfer of Units to Transferees:

- 13.1 Retaining of Units by Parties:** Either Party may at its option intimate to the other party its desire to retain/acquire any Unit that is unsold at the relevant time at the market price prevalent at that time for sale of Units in the Project. In such an event such party shall have a right of first purchase and shall make payment of the sale consideration for such Unit as also the payments under Clause 19.1 in the same manner as any other Transferee.

- 13.2 Transfer in favour of Transferees:** The Units in the New Building shall be sold and transferred in favour of the Transferees by initially entering into Agreements for Sale followed by allowing them access for the purpose of Internal Flat Finishing and ultimately transferring title by registered Deeds of Conveyance. Both the Owner and the Developer shall be parties in all such Agreements and Deeds of Conveyance. The costs of such Agreements and Deeds of Conveyance (both in respect of the Owner's Allocation and the Developer's Allocation) including stamp duty and registration fees (including deficit stamp duty and registration fees) and all legal fees and expenses incidental or related thereto shall be borne and paid by the respective Transferees.

- 14. Municipal Taxes and Outgoings:** All Municipal rates, taxes and outgoings (collectively Rates) in respect of the said Property relating to the period (i) upto the date of this Agreement shall be borne, paid and discharged by the Owner (ii) from the date of this Agreement shall be borne, paid and discharged by the Developer, and (iii) thereafter from the date of grant of the Completion Certificate the Rates shall be borne, paid and discharged by the respective Transferees.

15. Access and Post Completion Maintenance:

- 15.1 Notice of Completion:** Upon the construction of the New Building being completed to the extent necessary for giving access for Internal Flat Finishing as per the certificate from the Architects, the Developer shall give a written notice

to the Owner and the date of such notice shall be deemed to be the Completion Date though Common Portions may be incomplete at that time and the Completion/Occupancy Certificate from KMC shall be obtained subsequently after completion of Common Portions by the Developer and completion of Internal Flat Finishing of all flats by the respective Transferees.

- 15.2 **Access for Internal Flat Finishing:** Access to any Unit shall be made over to the Transferees for Internal Flat Finishing only after both the Owner and the Developer have received their respective share of the Sale Consideration and other amounts receivable in respect of such Unit till that time as per the Agreement for Sale executed in respect of such Unit.
- 15.3 **Maintenance:** The parties shall frame a scheme for the management and maintenance of the New Building. Initially the maintenance of the New Building including the Common Portions shall be looked after by the Developer who shall be entitled to collect the costs and service charges for the same ("Maintenance Charges"). At an appropriate stage the Developer shall hand over the maintenance to a body constituted / formed at the instance of the Developer and the Transferees shall be represented on such body.
16. **Principal Obligations of Developer:**
 - 16.1 **Payment of Deposit:** The Developer shall ensure timely deposit of any further amount that may be mutually agreed in writing to be deposited by the Developer with the Owner in terms of Clause 12.3.
 - 16.2 **Completion of construction for access within Completion Time:** The Developer shall complete the construction of the New Building to the extent necessary for giving notice under Clause 15.1 above within the Completion Time. However, in case of revised sanction, the time required for revision shall be added.
 - 16.3 **Obligations subsequent to Completion:** The Developer shall complete the Common Portions and make available utilities like electricity, water, sewerage, drainage etc. within 6(six) months of giving notice under Clause 15.1. It is however clarified that the drainage/sewerage connection required to be obtained after the Completion Certificate shall be obtained by the Developer at its own cost subsequently.
 - 16.4 **Completion Certificate from the KMC:** The Developer shall take steps and obtain at its own costs the Completion Certificate from the KMC within 3(three) months after the Internal Flat Finishing of all Units in the New Building is completed by the respective Transferees. The Developer shall thereafter obtain drainage/sewerage connection required to be obtained after the Completion Certificate.
 - 16.5 **Compliance with Laws:** The Developer shall execute the Project and make construction of the New Building in conformity with the prevailing laws, rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the responsibility of the Developer to ensure proper compliance.
 - 16.6 **Involvement of other consultants, etc.:** The Developer shall be responsible for development and construction of the New Building with the help of the

Architects as also all other consultants, professional bodies, contractors, etc. The Owner shall be consulted and kept informed.

- 16.7 **Specifications:** The Developer shall use building materials as per the specifications mentioned in the Third Schedule hereto.
- 16.8 **Adherence by Developer:** The Developer has assured the Owner that it shall implement the terms and conditions of this Agreement and shall adhere to the stipulations of time limits in terms of this Agreement.
- 16.9 **Construction at Developer's Risk and Cost:** The Developer shall construct and complete the New Building at its own cost, risk and responsibility including for planning, designing and sanction of building plan. The Developer shall be responsible and liable to Government, KMC and other authorities concerned and to the occupants/Transferees/third parties for any loss or for any claim arising from such construction and hereby indemnifies and agrees to keep indemnified the Owner against any claims, losses or damages for any default or failure or breach on the part of the Developer.
- 16.10 **Tax Liabilities:** All liabilities for taxes, levies, duties, etc. in relation to the development and construction of the New Building/Project, including sales tax, value added tax, service tax, works contract tax, etc. shall be paid by the Developer. As regards the tax payable by the Owner on the income arising out of transfer of the Units in the New Building, the same shall be payable by the Owner in respect of the Owner's Allocation and shall be payable by the Developer in respect of the Developer's Allocation.
- 16.11 **Approvals for Construction:** It shall be the responsibility of the Developer to obtain all Approvals required from various Government authorities to commence, execute and complete the Project.
- 16.12 **Responsibility for Marketing:** All saleable constructed spaces in the New Building including both Owner's Allocation and Developer's Allocation shall be marketed and sold by the Developer who shall decide the marketing strategy, budget, selection of publicity material, media etc. The Developer shall discuss the marketing strategy with the Owner and consider its views.
- 16.13 **Assignment:** The Developer hereby agrees and covenants with the Owner not to transfer and/or assign this Agreement or any rights or benefits hereunder, without the prior consent in writing of the Owner. It is however clarified that in case of the Developer intending to assign this Agreement in favour of any of its Group Company, that is any Company under the management and control of Diamond Group, then such consent shall not be required subject to the condition that such Company shall continue to remain under the management and control of Diamond Group till the completion of the Project. It is further clarified that any transfer of Shares of the Owner Company that may result in the management and control of the Owner being transferred to anyone else other than the family of Sri Kamla Prasad Kajaria shall be deemed to be an assignment without consent. Similarly any transfer of Shares of the Developer Company that may result in the management and control of the Developer being transferred to anyone else other than Diamond Group shall be deemed to be an assignment without consent.

16.14 Stamp Duty and Registration Fee: The Developer shall pay and bear the entire amount of Stamp Duty and the registration fee payable in respect of this Development Agreement and the Powers of Attorney granted pursuant hereto.

17. Principal Obligations of Owner

17.1 Surrender of the said Occupancy: Within four months from the date of this Agreement, the Owner shall take necessary steps and get the said Occupancy surrendered and vacated and obtain vacant physical khas possession of the portion presently occupied under the said Occupancy which shall be simultaneously handed over to the Developer.

17.2 Title: The Owner shall ensure that its title to the said Property continues to remain marketable and free from all encumbrances, liabilities and restrictions and is approved for grant of Project Finance. The Owner shall remain liable to rectify defects, if any, in the title at its own costs.

17.3 Co-operation with Developer: The Owner undertakes to fully co-operate with the Developer for obtaining all Approvals required for development of the said Property.

17.4 Documentation and Information: The Owner undertakes to provide the Developer with necessary documentation and information relating to the said Property as may be required by the Developer from time to time.

17.5 No Obstruction to Developer: The Owner covenants not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions and/or exercising its rights and entitlements under this Agreement.

17.6 No Dealing with the said Property: The Owner hereby covenants not to let out, grant lease, mortgage and/or charge the said Property or any portion thereof save in the manner envisaged by this Agreement.

17.7 Adherence by Owner: The Owner has assured the Developer that it shall implement the terms and conditions of this Agreement and shall adhere to the stipulations of time limits in terms of this Agreement.

18. Indemnity

18.1 By the Developer: The Developer hereby indemnifies and agrees to keep the Owner saved, harmless and indemnified of from and against any and all losses, damages and/or liabilities (whether criminal or civil) suffered by the Owner relating to the development and/or to the construction of the New Building and arising from any breach of this Agreement by the Developer and/or arising from any breach, default or violation of any law, permission, rules, regulations or bye-laws relating to development and construction and/or arising out of any accident or negligence during development and construction.

18.2 By Owner: The Owner hereby indemnifies and agrees to keep the Developer saved, harmless and indemnified of from and against any and all losses, damages and/or liabilities (whether criminal or civil) suffered by Developer relating to the ownership and title of the said Property and arising from any breach of this Agreement by the Owner and/or arising from any defect in title of the Said Property and/or arising from any of the Representations of the Owner being incorrect.

19. Miscellaneous

- 19.1 **Developer to Collect Additional Payments & Deposits:** The Developer shall be entitled to collect in respect of all Units of the New Building all additional charges, expenses and/or deposits. These shall include corpus deposit/sinking fund, deposit/expenses for formation of the Maintenance Company, Common Expenses, Maintenance Charges and deposits for the same, Municipal Taxes and deposits for the same, purchase and installation of generator, deposits demanded by the electric supply authority and other agencies as also the charges and expenses for HT electric equipment and cabling, Project Advocates' Fees, charges for additional work and amenities that may be provided, charges, outpocket expenses and fees payable for changes/regularization/completion under applicable Rules or provisions, etc. It is clarified that the aforesaid additional charges, expenses and/or deposits shall belong exclusively to the Developer and shall not be included as part of Sale Proceeds.
- 19.2 **Documentation:** The documents for transfer including Agreements for Sale of Units and Deeds of Conveyance for the New Building (including both Owner's Allocation and Developer's Allocation) shall be prepared by R. Ginodia & Co. Advocates of 7C, Kiran Shankar Roy, Road, Kolkata ("Project Advocates"). The same shall contain similar rights and obligations regarding the usage and enjoyment of all the constructed spaces of the New Building. The fees and cost of preparation, stamping, registration and other charges of the Agreements for Sale and the Deeds of Conveyance shall be borne and paid by the Transferees of all the constructed spaces of the New Building. The legal fees payable by every Transferee of Units in the New Building to the Project Advocates has been agreed to be calculated at the rate of one per cent of the total consideration for sale/transfer of each Unit out of which 50% shall be paid at the time of Agreement for Sale and the balance 50% shall be paid at the time of allowing access to the Transferees for Internal Flat Finishing or the approval of the Deed of Conveyance, whichever is earlier.
- 19.3 **Additional/Further Construction:** If at any time additional/further constructions become permissible on the said Property due to change in any law or Building Rules or otherwise, then such additional/further constructions shall be made by the Developer at its own costs. The Developer shall sell such additional/further constructions and the sale proceeds thereof shall be shared by the Owner and the Developer in the ratio 70:30 after reimbursing the Developer with the total fees, costs, charges and incidental expenses incurred for obtaining the Approvals for such additional/further constructions.
- 19.4 **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions, correspondence and agreements between the Parties, written, oral or implied.
- 19.5 **Validity:** The parties are executing this Agreement as a legally binding contract with intent to be bound by the terms hereof. If any term or provision herein contained shall be held to be invalid or unenforceable, the same shall not affect the validity or enforceability of the other provisions of this Agreement and the parties shall endeavor to replace such term or provision with a valid and enforceable term or provision which corresponds best to the original intention.
- 19.6 **Counterparts:** This Agreement is being executed in duplicate. The original Agreement shall be registered at the costs and expenses of the Developer and

the Developer shall be entitled to the custody of the same. The duplicate copy of the Agreement shall also be registered as a duplicate at the costs and expenses of the Owner and the Owner shall be entitled to the custody thereof.

- 19.7 **Essence of the Contract:** The Owner and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 19.8 **No Partnership:** The Owner and the Developer have entered into this Agreement purely on a principal to principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 19.9 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights. A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a future occasion.
- 19.10 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 19.11 **Name of New Building:** The name of the New Building shall be decided by the parties mutually.
- 19.12 **No Transfer at present:** Nothing in these presents shall be construed as a transfer, demise, assignment or conveyance in law of the said Property or any part thereof to the Developer by the Owner. No transfer of any title is intended to be or is being made by virtue of this Agreement. The transfer of title is intended to and shall take place only after Completion of the New Building.
20. **Defaults/Termination:**
 - 20.1 Prior to grant of all Approvals required for commencement of construction including sanction of Building Plan, this Agreement may be cancelled in the following circumstances:
 - a) In the event of there being any defect in title or any encumbrances in respect of the said Property and/or in the event of the Owner failing to comply with its obligation regarding the said Occupancy mentioned in Clause 17.1 within a maximum period of 9 nine months from the date of this Agreement, the Developer shall have the option to cancel this Agreement by giving notice by Speed Post with Acknowledgement Due to the Owner.
 - b) In the event of the building plan being not sanctioned and all Approvals required for commencement of construction being not received within 15 months from the date of this Agreement for any reason whatsoever, the Owner shall be entitled to cancel this Agreement by giving notice by Speed Post with Acknowledgement Due to the Developer.
 - 20.2 In event of termination under Clause 20.1(a) or (b), the Deposit amount shall be refunded by the Owner to the Developer within 30 days of receipt of notice of termination. In event of termination under Clause 20.1(a) the Owner shall also pay to the Developer the expenses and costs incurred at actuals by the Developer till that time within 30 days of receipt of notice of termination. The

Developer shall hand over the possession of the said property to the Owner simultaneously with receipt of the Deposit and the expenses (if applicable).

- 20.3 Save as mentioned in Clause 20.1, none of the Parties shall be entitled to cancel or rescind this Agreement without recourse to arbitration. In the event of any default on the part of either Party, the other Party shall be entitled to sue the Party in default for specific performance of this Agreement. Damages may be claimed by a Party in addition to specific performance. However, if there is any delay in implementing the Project except due to force majeure (explained in Clause 21 below), the same shall be justified by the Developer to the Owner to its satisfaction or otherwise a penalty shall be imposed, which shall be decided by arbitration.

21. Force Majeure

- 21.1 Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise from and is not attributable to any act, omission, breach or violation by such Party of any of its obligations under this Agreement but which arises from, or is attributable to Acts of God, natural calamities, accidents, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, non-availability/shortage of construction material, delays due to municipal elections, any legislation, regulation, ruling or omissions (including delay or failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any Government or Court orders.

- 21.2 If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure, that Party shall inform the other Party in writing within 15(fifteen) days of the commencement of the event of Force Majeure specifying the nature and extent of the circumstances giving rise to the event/s of force majeure. Similar notice in writing shall also be given upon cessation of the Force Majeure event. Subject to written notifications as above with proof of service, neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Agreement for the performance of such obligations shall upon occurrence and cessation of any event constituting Force Majeure be extended by the same period as the period of Force Majeure event.

22. **Amendment/Modification:** The parties may add to, alter, amend and/or modify this Agreement or any part hereof in such manner as may be mutually agreed in writing provided however it shall not be necessary to register such writing. No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the Parties.

23. **Notice:** Any notice or other written communication given under or in connection with this Agreement may be delivered by hand against written acknowledgment, or sent by facsimile transmission with proof of proper

transmission, or sent by registered post with acknowledgement due to the address of the relevant Party mentioned in this agreement or such other address as may be notified in writing by each Party from time to time.

24. **Arbitration:** Any dispute or difference between the parties hereto arising out of and/or relating to and/or concerning the said Property and/or this Agreement or any term or condition herein contained and/or relating to interpretation thereof shall be referred to the sole arbitration of Mr. Rajeev Ginodia of 7C, Kiran Shankar Roy Road, Kolkata. The arbitration shall be held at Kolkata in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The parties have agreed that the Arbitrator shall have summary powers and may make or give interim orders, awards and/or directions. The Arbitrator shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law but shall give reasons for the award. The Award(s) made by the Arbitrator shall be final and the parties agree to be bound by the same.
25. **Jurisdiction:** In connection with the aforesaid arbitration proceedings, the Courts at Calcutta only shall have exclusive jurisdiction to receive, entertain, try and determine all actions and proceedings.
26. **Rules of Interpretation:**
 - 26.1 **Statutes:** In this Agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statutory provision shall be construed as including references to all statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statutory provision.
 - 26.2 **Number:** In this Agreement, any reference to singular includes plural and vice-versa.
 - 26.3 **Gender:** In this Agreement, words denoting any gender including all other genders.
 - 26.4 **Party:** In this Agreement, any reference to a Party is to a party to this Agreement.
 - 26.5 **Clause or Paragraph:** In this Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a reference to a clause or paragraph or schedule (as the case may be) of this Agreement and the schedules form part of and are deemed to be incorporated in this Agreement.
 - 26.6 **Including:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

26.7 **Headings:** In this Agreement, the headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.

27. **Schedules:**

First Schedule

("said Property")

ALL THAT the piece or parcel of land measuring about 16 cottahs and 25 square feet be the same a little more or less together with building and structures constructed thereon measuring about 6300 square feet and lying, situate at and being amalgamated premises no. 46A, Alipore Road, Kolkata 700027 under Police Station Alipore within the limits of the Kolkata Municipal Corporation and butted and bounded in the manner following that is to say :-

On the North	:	By Premises No. 42/1A Alipore Road;
On the East	:	By Alipore Road;
On the South	:	By Common Passage and thereafter by Premises Nos. 48, and 48A, Alipore Road; and
On the West	:	Partly by Premises No. 11, Ashoka Road and partly by Common Passage;

OR HOWSOEVER OTHERWISE the same may be butted, bounded, called, known, numbered, described or distinguished.

The said Property is delineated on the Plan attached and bordered in Green colour thereon.

Second Schedule

(Devolution of Title)

1. By and under an Indenture dated 18th December, 2009 registered the office of District Sub-Registrar Alipore in Book no. 1, Volume no. 18, at pages 1950 to 1986, being no. 3891 for the year 2009, the Owner herein purchased from Himadri Sanyal and Smt. Tapasri Mukherjee a portion of the said Property previously also known and numbered as premises no. 46A, Alipore Road.
2. By and under a Deed of Conveyance dated 12th April 2010 registered at the office of District Sub-Registrar Alipore in Book no. 1, Volume no. 8, at pages 3634 to 3663, being no. 1192 for the year 2010, the Owner herein purchased from Hirendra Nath Sanyal and Others a portion of the said Property previously known and numbered as premises no. 46B, Alipore Road.
3. By and under a Deed of Conveyance dated 17th May 2010 registered at the office of District Sub-Registrar Alipore in Book no. 1, Volume no. 18, at pages 2254 to 2288, being no. 4084 for the year 2010, the Owner herein purchased from Smt. Asmita Sanyal and Others a portion of the said Property being a portion of the previously known and numbered premises no. 46C Alipore Road, Kolkata.

4. By and under another Deed of Conveyance also dated 17th May 2010 registered at the office of District Sub-Registrar Alipore in Book no. 1, Volume no. 18, at pages 2452 to 2485, being no. 4093 for the year 2010, the Owner herein purchased from Smt. Rama Sircar a portion of the said Property being a portion of the previously known and numbered premises no. 46C Alipore Road, Kolkata.
5. By and under an Indenture dated 31st December 2010 registered at the office of Additional District Sub-Registrar, Alipore in Book no. 1, CD Volume no. 1, at pages 1350 to 1370, Being no. 53 for the year 2011, the Owner herein purchased from Smt. Sulagna Bhattacharya & Others a portion of the said Property previously known and numbered as premises no. 42/2A Alipore Road.
6. By and under an Indenture dated 11th August 2012 registered at the office of Additional District Sub-Registrar, Alipore in Book no. 1, CD Volume no. 29, at pages 2712 to 2736, Being no. 6543 for the year 2012, the Owner herein purchased from Smt Padma Rani Dutta and Others a portion of the said Property previously known and numbered as premises no. 42/2B Alipore Road.
7. The abovementioned premises nos. 46A, 46B, 46C, 42/2A and 42/2B Alipore Road Kolkata have been amalgamated by the Kolkata Municipal Corporation into one single premises being the present Premises No. 46A, Alipore, Kolkata, that is the said Property under this Agreement.
8. Accordingly, by virtue of the aforesaid six Deeds and the amalgamation of the five premises, the Owner thus became the lawful owner and entitled to the said Property.
9. The name of the Owner herein is recorded as the owner of the said Property in the records of the Kolkata Municipal Corporation.

Third Schedule

(Specifications)

Structure:	RCC main structure as per Architect's plan and super structure of the saleable floors with unfinished raw floor and ceiling as per Architects' plan.
Walls:	Periphery of walls with conventional brickwork with opening for, doors, windows etc. as per bare shell layout.
Doors:	Wooden doors frames. Main door with both side teak finish and night latch.
Windows:	Windows having fully glazed aluminum/UPVC windows.
Air-conditioning:	Provision as per fixed location and plans for installation of outdoor units for Air conditioners. (Air-conditioners to be purchased by flat buyers)
Water Supply:	From the drinking water supply of the KMC supported by water from the in-house deep tube well to the toilets and

	kitchen if possible.
Common lighting:	Adequate illumination in common area and passages
Ground lobby:	Common Lobby & Staircase- superior quality flooring & finishing
Lifts:	Two automatic lifts servicing every floor. (Preferred brands Mitsubishi, OTIS / KONE or equivalent).
Car Park:	Provision for car parking at ground floor level/Basement if any at extra cost.
Security:	High tech Close Circuit TV.
Generator:	Standby generator for common areas & services and mutually agreed load for each unit (at extra cost).
Fire safety:	Fire fighting equipment and extinguishers as per applicable rules.

28. Execution and Delivery

In Witness Whereof the Parties have executed this Agreement on the date mentioned above.

PAHARI PROJECTS PVT. LTD.

Ultraj Kapadia.
Director.

Owner

SUPERDIAMOND VATIKA LLP

Vijay Rana
Designated Partner/Partner

Developer

Witnesses:

Signature Kinshuk

Name KUMAR KINSHUK

Father's Name DR. R.K. SINHA

Address Premises No. 129

Pode Street, Kolkata-17

Signature Gauri Sankar Rana

Name GOURI SANKAR RANA

Father's Name Kamala Kant Rana

Address 7C, K.S. Roy Road

Kolkata-1

Drafted by
Dulajyoti Chatterjee
Advocate.
High Court, (Kolkata) (Calcutta).

MEMO OF DEPOSIT

RECEIVED from Superdiamond Vatika LLP (Developer) a sum of Rs. 1,00,00,000/- (Rupees one crore only) by Cheque no. 333292 dated 13.09.2013 drawn on Axis Bank, Main Branch, Kolkata. being Deposit in terms of Clause 12.3 of this Agreement.

PAHARI PROJECTS PVT. LTD.
Ujjay Kataria
Director.

WITNESSES:

Kishore

Saurabh

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signature of the executants and or purchaser Presentants												
		(Left Hand)											
		Little	Ring	Middle	Fore	Thumb							
													
		(Right Hand)											
		Thumb	Fore	Middle	Ring	Little							
													
		Signature : <u>Niraj Kafana.</u>											
				(Left Hand)									
				Little	Ring	Middle	Fore	Thumb					
													
(Right Hand)													
Thumb	Fore			Middle	Ring	Little							
													
Signature : <u>Niraj</u>													
				(Left Hand)									
				Little	Ring	Middle	Fore	Thumb					
		(Right Hand)											
		Thumb	Fore	Middle	Ring	Little							
		Signature :											

SITE PLAN OF

PRES. NO :- 46 A, ALIPUR ROAD

KOLKATA :- 700027

SCALE :- 1 : 100

AREA OF LAND:- 1072.556 sq.mt. = 16 ko, 00 go, 25 sil



PAHARI PROJECTS PVT. LTD.

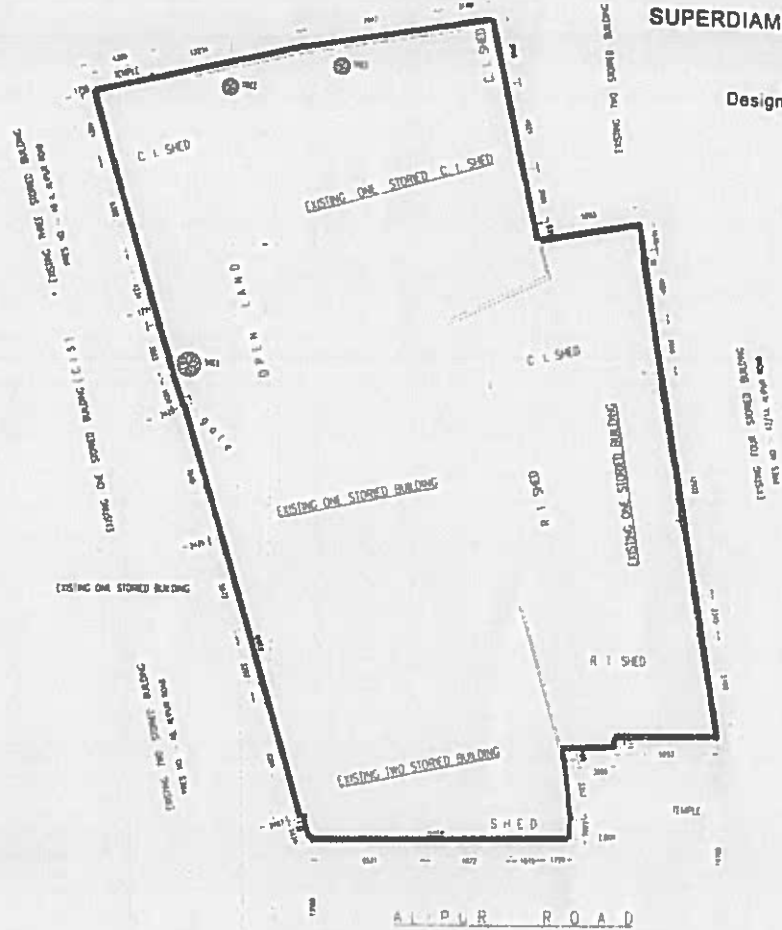
Niraj Kajaria

Director

SUPERDIAMOND VATIKA, LLP

Wmyan

Designated Partner/Partner



DRAWN BY: ANAND SARKAR, CHARTERED SURVEYOR
REGISTERED NO. 1001, KOLKATA



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

Endorsement For Deed Number : I - 08982 of 2013
(Serial No. 08522 of 2013 and Query No. 1901L000022495 of 2013)

On 16/09/2013

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

Presented for registration at 17.32 hrs on 16/09/2013, at the Private residence by Vivek Kajaria, Claimant.

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

Execution is admitted on 16/09/2013 by

1. Niraj Kumar Kajaria
Director, Pahari Projects Pvt Ltd, 32, Armenian Street, Kolkata, Thana:-Burrobazar, District:-Kolkata, WEST BENGAL, India, Pin :-700001
, By Profession : Others
 2. Vivek Kajaria
Partner, Superdiamond Vatika L L P, Alom House, 7 B, Pretoria Street, Kolkata, Thana:-Shakespeare Sarani, District:-Kolkata, WEST BENGAL, India, Pin :-700071.
, By Profession : Others
- Identified By Gouri Sankar Rana, son of Kamala Kanta Rana, 7 C, Kiron Sankar Roy Road(Hastings Street), Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, Pin :-700001, By Caste: Hindu, By Profession: Service

(Ashim Kumar Ghosh)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

On 17/09/2013

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 Draft

Rs. 110094/- is paid, by the draft number 493312, Draft Date 16/09/2013, Bank Name State Bank of India, Kolkata High Court Br., received on 17/09/2013

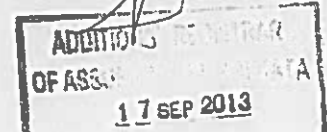
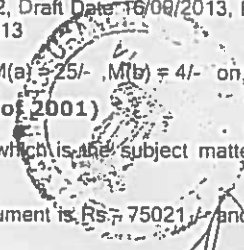
(Under Article : B = 109989/-, E = 21/-, I = 55/-, M(a) = 25/-, M(b) = 4/- on 17/09/2013)

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 -15,47,82,736/-

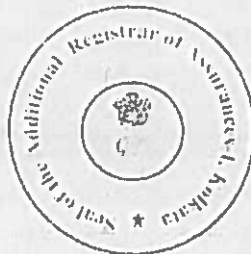
Certified that the required stamp duty of this document is Rs. 75021/- and the Stamp duty paid as Impressive Rs - 100/-

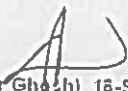
Deficit stamp duty



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 17
Page from 5176 to 5202
being No 06982 for the year 2013.




(Ashim Kumar Ghosh) 16-September-2013
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
Office of the A.R.A. - I KOLKATA
West Bengal