

- 23.8 **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.
- 23.9 **Name of Project/New Buildings:** The name of the Project/ New Buildings shall be as such as may be decided jointly by the Developer and the Owners.
24. **Defaults:**
- 24.1 **No Cancellation:** None of the Parties shall be unilaterally entitled to cancel or terminate 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 and also for damages to be decided by arbitration. However, if there is any delay in implementing the Project except due to force majeure (explained in Clause 25 below), the same shall be justified by the Developer to the Owners or otherwise a penalty shall be imposed, which shall be decided by arbitration.
- 24.2 **Compensation:** If in spite of the Owners having complied with their obligations, the Developer does not complete the New Buildings within the Completion Time in terms of Clause 9.4 above, then the Developer shall, except in case of Force Majeure, and/or natural calamities be liable to pay to the Owners compensation at the rate of Rs. 5,00,000/- (Rupees five lacs only) per month for the period of delay beyond Completion Time.

25. **Force Majeure:**

25.1 **Meaning:** Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which arises from, or is attributable to unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Agreement, including, without limitation, natural calamities any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, damage, epidemic or other natural physical disaster, failure or shortage of power supply, 'war, military operations, riot, crowd disorder, strike or other industrial action in general or general unrest, terrorist action, civil commotion, any legislation, due to any statutory Authority or any Court Order, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any Government or Court orders.

25.2 **Saving Due to Force Majeure:** 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 be extended accordingly upon occurrence and cessation of any event constituting force majeure.

25.3 **Reasonable Endeavours:** The Party claiming to be prevented or

delayed in the performance of any of its obligations under this Agreement by reason of an event of force majeure shall use all reasonable endeavors to bring the event of force majeure to a close or to find a solution by which this agreement may be performed despite the continuance of the event of Force Majeure.

26. **Confidentiality:**

26.1 **Confidential Information:** Confidential Information shall mean and include all trade secrets, business plans and other information relating to (whether directly or indirectly) the businesses thereof (including, but not limited to, the provisions of this Agreement) and in whatever form, which is acquired by or disclosed to the other Party pursuant to this Agreement ("**Confidential Information**").

26.2 **Handling of Confidential Information:** In consideration of Confidential Information of each Party ("**Disclosing Party**") being made available to the other Party ("**Receiving Party**") under this Agreement, the Receiving Party shall at all times:

26.2.1 **Secrecy:** treat all such Confidential Information as secret and confidential and take all necessary steps to preserve such confidentiality.

26.2.1 **No Misuse:** not use any such Confidential Information other than for the purpose of performing its obligations under this Agreement and in particular, not use or seek to use such Confidential Information to obtain (whether directly or



indirectly) any commercial, trading or other advantage (whether tangible or intangible) over the Disclosing Party.

26.2.3 **No Third Party Disclosure:** not disclose such Confidential Information to anyone other than with the prior written consent (such consent to be granted or withheld at the Disclosing Party's absolute discretion) of the Disclosing Party.

26.2.4 **No Copying:** not make any copies of any such Confidential Information (including, without limitation, any document, electronic file, note, extract, analysis or any other derivation or way of representing or recording any such Confidential Information) without the Disclosing Party's prior written consent (such consent to be granted or withheld at the Disclosing Party's absolute discretion).

26.2.5 **Acting on Instruction of Disclosing Party:** upon written request by the Disclosing Party, promptly deliver to the Disclosing Party or at the direction of the Disclosing Party, destroy all materials containing any such Confidential Information and all copies, extracts or reproductions of it (as permitted under this Agreement) and to certify compliance to the Disclosing Party in writing.

## 27. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions/correspondence and agreements between the Parties, oral or implied.

28. **Counterparts:** This Agreement is being executed simultaneously in two counterparts, each of which shall be deemed to be an original and all of which shall constitute one instrument and agreement between the Parties.
29. **Severance:**
- 29.1 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 29.2 **Deletion of Invalid Provision:** If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification/s as may be necessary to make it valid and enforceable.
- 29.3 **Reasonable Endeavour for Substitution:** The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the

greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the Parties (if any) under any invalid or unenforceable provision of this Agreement shall be ; suspended whilst an attempt at such substitution is made.

30. **Amendment / Modification:** 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 and expressly referring to the relevant provision of this Agreement

31. **Notice:**

31.1 **Mode of Service:** Any notice or other written communication given under or in connection with this Agreement may be delivered personally, or by facsimile transmission, or sent by prepaid recorded delivery, or registered post with acknowledgement due or through courier service to the address and for the attention of the person specified below: .

<b>In case of Owners:</b>	<b>In case of Developer;</b>
Mr. Li Tai Choi (Representing all owners under Development Agreement) 119/2B, Matheswartalla Road, Kolkata - 700 046	Mr. Manish Kumar Sharma, 9A, Lord Sinha Road, Kolkata - 700 071

31.2 **Time of Service:** Any such notice or other written communication shall be deemed to have been served:



- 31.2.1 **Personal Delivery:** if delivered personally, at the time of delivery.
- 31.2.2 **Registered Post:** if sent by prepaid recorded delivery or registered post, speed post or courier service, on the 4<sup>th</sup> day of handing over the same to the postal authorities/service provider.
- 31.2.3 **Facsimile:** if sent by facsimile transmission, or Email at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent.
- 31.3 **Proof of Service:** In proving such service it shall be sufficient to prove that personal delivery was made with acknowledgment of receipts or in the case of prepaid recorded delivery, registered post or courier, that such notice or other written communication was properly addressed and delivered to the postal authorities/service provider or in the case of a facsimile message, Email that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and-the number of pages transmitted.

32. **Arbitration:**

Any dispute, difference, controversy or claim between the parties hereto arising out of and/or relating to and/or touching

or concerning and/or connected with the said premises or any part thereof and/or this MOU and/or the construction, interpretation, breach, termination or invalidity of any term condition or stipulation hereof shall be referred for arbitration to a Arbitral Tribunal consisting of Sole Arbitrator to be appointed by the Project Advocate for which both the parties granted consent. The place of arbitration shall be Kolkata, India and the language to be used in the arbitration proceedings shall be English. The parties have agreed that the Arbitral Tribunal shall have summary powers and may make or give interim orders, awards and/or directions. The Arbitral Tribunal 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 awards, whether interim or final may be non-speaking at the option of the Arbitral Tribunal. The Award/Awards made by the Arbitral Tribunal shall be final and the parties agree to be bound by the same. The arbitration shall otherwise be carried out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with modifications made from time to time and the provisions of the said Act shall apply to the arbitration proceedings.

33. **Jurisdiction :**

In connection with the aforesaid arbitration proceedings, the Hon'ble High Court at Calcutta only shall have exclusive jurisdiction to receive, entertain, try and determine all actions and proceedings.

34. **Rules of Interpretation:**



- 34.1 **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, reenacted 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.
- 34.2 **Number:** In this Agreement, any reference to singular includes plural and vice-versa.
- 34.3 **Gender:** In this Agreement, words denoting any gender including all other genders.
- 34.4 **Party:** In this Agreement, any reference to a Party is to a party to this Agreement.

- 34.6 **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.
- 34.7 **Headings:** In this Agreement, the heading 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.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**(said Property)**

**ALL THAT** <sup>now share in</sup> the piece and parcel of land together measuring about 2 Bighas 8 cottahs 0 chittacks 18 square feet more or less and comprising of (i) land measuring about 4 cottahs 8 chittacks in premises No.1277, Survey Park, Kolkata - 700075, (ii) land measuring about 5 cottahs in premises No.1279, Survey Park, Kolkata - 700075, (iii) land measuring about 5 cottahs in premises No.1274, Survey Park, Kolkata - 700075, (iv) land measuring about 5 cottahs in premises No.1280, Survey Park, Kolkata-700075, (v) land measuring about 5 cottahs in premises No.1281, Survey Park, Kolkata - 700075, (vi) land measuring about 5 cottahs in premises No.1276, Survey Park, Kolkata - 700075, (vii) land measuring about 4 cottahs in premises No.1278, Survey Park, Kolkata - 700075, (viii) land measuring about 4 cottahs 8 Chittacks 18 square feet in R.S. Dag No. 1002 (ix) land measuring about 5 cottahs in premises No.1273, Survey Park, Kolkata - 700075, and (x) land measuring about 5 cottahs in premises No.1275, Survey Park, Kolkata-700075, all in R.S. Dag No. 1002 under C. S. Khatian No. 10, R.S. Khatian No. 11 (under Khanda Khatian Nos. 484, 531, 487, 528, 502, 499, 505, 491, 496, 525, 534, 493 and 538) in

Mouza-Rajapur, J.L. No. 23, R.S. no. 14, Police Station Kasba (previously Tollygunge) within Ward no. 109 of the Kolkata Municipal Corporation, District 24 Parganas (South) and butted and bounded as follows:

- On the North by : Premises no. 1349, Survey Park and Premises no. 1291, Survey Park;
- On the East by : Apex Institute of Medical Sciences at Premises no. 1219 Survey Park
- On the West by : By road and then Premises no. 1685, Chak Garia , Sanmelani Park, Kolkata
- On the South by : By metal road;

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

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**(Devolution of Title)**

1. By and under an Indenture dated 28<sup>th</sup> November 1997 registered in the office of DSR III Alipore , in Book I, Deed No.4539 for the year 1997 Li Wei Keong purchased from Partha Some and Mahua Some All That piece and parcel of Sali land measuring 4 cottahs 8 chittaks in R.S. Dag No. 1002 under C. S. Khatian No. 10, R.S. Khatian No.II (under Khanda Khatian Nos. 484, 531, 487, 528, 502, 499, 505, 491, 496, 525, 534, 493 and 538 in



Mouza-Rajapur, J.L. No. 23, R.S. no. 14, Police Station Kasba (previously Tollygunge) District South 24- Parganas. The above land was subsequently mutated in the name of Li Wei Keong and re-numbered as Premises No.1277, Survey Park, Kolkata under Assessee No. 31-109-13-3910-2.

2. By an Indenture dated 28<sup>th</sup> November 1997 and registered in the office of DSR III Alipore, in Book I, Deed No.4532 for the year 1997 Li Tai Yu purchased from Partha Some and Mahua Some All That piece and parcel of Sali land measuring 5 cottahs, in R.S. Dag No. 1002 under C. S. Khatian No. 10, R.S. Khatian No.11 (under Khanda Khatian Nos. 484, 531, 487, 528, 502, 499, 505, 491, 496, 525, 534, 493 and 538 in Mouza-Rajapur, J.L. No. 23, R.S. no. 14, Police Station Kasba (previously Tollygunge) District South 24-Parganas. The above land was subsequently mutated in the name of Li Tai Yu and re-numbered as Premises No.1279, Survey Park, Kolkata under Assessee No. 31-109-13-3912- 6.
  
3. By an Indenture dated 28<sup>th</sup> November 1997 and registered in the office of DSR III Alipore, in Book I, Deed No. 4533 for the year 1997 Li Tai Pao purchased from Partha Some and Mahua Some All That piece and parcel of Sali land measuring 5 cottahs in R.S. Dag No. 1002 under C. S. Khatian No. 10, R.S. Khatian No.11 (under Khanda Khatian Nos. 484, 531, 487, 528, 502, 499, 505, 491, 496, 525, 534, 493 and 538 in Mouza-Rajapur, J.L. No. 23, R.S. no. 14, Police Station Kasba (previously Tollygunge) District South 24-Parganas. The above land was subsequently mutated in the name of Li Tai Pao and renumbered as premises No.1274, Survey Park, Kolkata under Assessee No. 31- 109-13-3907-2.

4. By an Indenture dated 28<sup>th</sup> November 1997 and registered in the office of DSR III Alipore in Book I, Deed No.4536 for the year 1997 Wang Shia Yean purchased from Partha Some and Mahua Some All That piece and parcel of Sali land measuring 5 cottahs in R.S. Dag No. 1002 under C. S. Khatian No. 10, R.S. Khatian No.11 (under Khanda Khatian Nos. 484, 531, 487, 528, 502, 499, 505, 491, 496, 525, 534, 493 and 538 in Mouza-Rajapur, J.L. No. 23, R.S. no. 14, Police Station Kasba (previously Tollygunge) District South 24-Parganas. The above land was subsequently mutated in the name of Wang Shia Yean and renumbered as Premises no. 1280, Survey Park, Kolkata under Assessee No. 31-109-13-3913-8.
5. By an Indenture dated 28<sup>th</sup> November 1997 and registered in the office of DSR III Alipore in Book I, Deed No.4537 for the year 1997 Hou Yu Fei purchased from Partha Some and Mahua Some All That piece and parcel of Sali land measuring 5 cottahs in R.S. Dag No. 1002 under C. S. Khatian No. 10, R.S. Khatian No.11 (under Khanda Khatian Nos. 484, 531, 487, 528, 502, 499, 505, 491, 496, 525, 534, 493 and 538 in Mouza-Rajapur, J.L. No. 23, R.S. no. 14, Police Station Kasba (previously Tollygunge) District South 24-Parganas. The above land was subsequendy mutated in the name of Hou Yu Fei and renumbered as Premises no. 1281, Survey Park, Kolkata vide Assessee No. 31-109- 13-3914-0.
6. By an Indenture dated 28<sup>th</sup> November 1997 and registered in the office of DSR III Alipore in Book I, Deed No.4538 for the year 1997 Li Wei Loong purchased from Partho Some and Mahua Some All That piece and parcel of Sali land measuring 5 cottahs in R.S. Dag No. 1002 under C. S. Khatian No. 10, R.S. Khatian No.11

(under Khanda Khatian Nos. 484, 531, 487, 528, 502, 499, 505, 491, 496, 525, 534, 493 and 538 in Mouza-Rajapur, J.L. No. 23, R.S. no. 14, Police Station Kasba (previously Tollygunge) District South 24-Parganas. The above land was subsequently mutated in the name of Li Wei Loong and renumbered as Premises No.1276, Survey Park, Kolkata vide Assessee No. 31-109- 13-3909-6.

7. By an Indenture dated 28<sup>th</sup> November 1997 and registered in the office of DSR III Alipore in Book I, Deed No.4535 for the year 1997 Chiu Ting Ling purchased from Partha Some and Mahua Some All That piece and parcel of Sali land measuring 4 cottahs in R.S. Dag No. 1002 under C. S. Khatian No. 10, R.S. Khatian No.11 (under Khanda Khatian Nos. 484, 531, 487, 528, 502, 499, 505, 491, 496, 525, 534, 493 and 538 in Mouza-Rajapur, J.L. No. 23, R.S. no. 14, Police Station Kasba (previously Tollygunge) District South 24-Parganas. Subsequently by a Deed of Declaration dated 31<sup>st</sup> May 2001 made by Partha Some and Mahua Some (therein referred to as "the Declarants") and registered in the office of DSR III Alipore, South 24 Parganas in Book I, Deed No.3519 for the year 2001 the boundary of the plot purchased by Chiu Ting Ling as mentioned in the Schedule of the Deed No.4535 for the year 1997 and as shown in the map annexed in the Deed was amended. The above land was mutated in the name of Chiu Ting Ling and renumbered as Premises No.1278, Survey Park, Kolkata under Assessee No. 31-109-13-3911-4.
  
8. By an Indenture dated 28<sup>th</sup> November 1997 and registered in the office of DSR III Alipore in Book I, Deed No.4530 for the year 1997 Li Chin Cheng purchased from Partha Some and Mahua Some All That piece and parcel of Sali land measuring 4 cottahs 0 chittaks



18 square feet, in R.S. Dag No. 1002 under C. S. Khatian No. 10, R.S. Khatian No.11 (under Khanda Khatian Nos. 484, 531, 487, 528, 502, 499, 505, 491, 496, 525, 534, 493 and 538 in Mouza-Rajapur, J.L. No. 23, R.S. no. 14, Police Station Kasba (previously Tollygunge) District South 24- Parganas. Subsequently by a Deed of Declaration dated 6<sup>th</sup> July 2001 made by Partha Some and Mahua Some (therein referred to as "the Declarants") and registered in the office of DSR III Alipore, South 24 Parganas in Book I, Deed No.3524 for the year 2001 the boundary of the plot purchased by Li Chin Cheng as mentioned in the Schedule of the Deed No.4530 for the year 1997 and as shown in the map annexed in the Deed was amended.

- 8.1. The said Li Chin Cheng died intestate on 9<sup>th</sup> June, 2000 and thereupon the said land devolved upon his heirs being his wife Liao Mei Ying and three sons (Li Tai Choi, Li Tai Yu, Li Tai Pao) jointly, each of them being entitled to land measuring 1 cottah 4.5 square feet more or less.
- 8.2. By a Deed of Gift dated 7<sup>th</sup> March 2012 and registered in the office of DSR III Alipore in Book I, Volume No. 6, Page Nos. 8563 to 8575, Deed No.2720 for the year 2012, Liao Mei Ying transferred by way of gift in favour of Li Tai Pao All That piece and parcel of Sali land measuring 1 cottah 4.5 square feet more or less with R.T.S in R.S. Dag No. 1002 under C. S. Khatian No. 10, R.S. Khatian No.11 (under Khanda Khatian Nos. 484, 531, 487, 528, 502, 499, 505, 491, 496, 525, 534, 493 and 538 in Mouza-Rajapur, J.L. No. 23, R.S. no. 14, Police Station Kasba (previously Tollygunge) District South 24-Parganas.

- 8.3. By another Deed of Gift dated 7<sup>th</sup> March 2012 and registered in the office of DSR III Alipore in Book I, Volume No. 6, Page Nos. 6875 to 6887, Deed No.2670 for the year 2012, Li Tai Choi transferred by way of gift in favour of Hou Yu Fei All That piece and parcel of Sali land measuring 1 cottah 4.5 square feet more or less with R.T.S in R.S. Dag No. 1002 under C. S. Khatian No. 10, R.S. Khatian No.11 (under Khanda Khatian Nos. 484, 531, 487, 528, 502, 499, 505, 491, 496, 525, 534, 493 and 538 in Mouza-Rajapur, J.L. No. 23, R.S. no. 14, Police Station Kasba (previously Tollygunge) District South 24-Parganas.
- 8.4. By still another Deed of Gift dated 7<sup>th</sup> March 2012 and registered in the office of DSR III Alipore in Book I, Volume No. 6, Page Nos. 8530 to 8542, Deed No.2719 for the year 2012, Li Tai Yu transferred by way of gift in favour of Hou Yu Fei All That piece and parcel of Sali land measuring 1 cottah 4.5 square feet more or less with R.T.S in R.S. Dag No. 1002 under C. S. Khatian No. 10, R.S. Khatian No.11 (under Khanda Khatian Nos. 484, 531, 487, 528, 502, 499, 505, 491, 496, 525, 534, 493 and 538 in Mouza-Rajapur, J.L. No. 23, R.S. no. 14, Police Station Kasba (previously Tollygunge) District South 24-Parganas.
- 8.5. Accordingly the land measuring 4 Cottahs 18 Square Feet purchased by Li Ching Cheng is now owned by Li Tai Pao and Hou Yu Fei in equal shares.
9. By an Indenture dated 28<sup>th</sup> November 1997 and registered in the office of DSR III Alipore in Book I, Deed No.4531 for the year 1997 Li Tai Choi purchased from Partha Some and Mahua Some All That piece and parcel of Sali land measuring 5 cottahs in R.S.

Dag No. 1002 under C. S. Khatian No. 10, R.S. Khatian No.11 (under Khanda Khatian Nos. 484, 531, 487, 528, 502, 499, 505, 491, 496, 525, 534, 493 and 538 in Mouza-Rajapur, J.L. No. 23, R.S. no. 14, Police Station Kasba (previously Tollygunge) District South 24-Parganas. Subsequently by a Deed of Declaration dated 31<sup>st</sup> May 2001 made by Partha Some and Mahua Some (therein referred to as "the Declarants") and registered in the office of DSR III Alipore, South 24 Parganas in Book I, Deed No.3523 for the year 2001 the boundary of the plot purchased by Li Tai Choi as mentioned in the Schedule of the Deed No.4531 for the year 1997 and as shown in the map annexed in the Deed was amended. The above land was mutated in the name of Li Tai Choi and renumbered as Premises No.1273, Survey Park, Kolkata under Assessee No. 31-109-13-3906-0.

10. By an Indenture dated 28<sup>th</sup> November 1997 and registered in the office of DSR III Alipore in Book I, Deed No.4534 for the year 1997 Liao Mei Ying purchased from Partha Some and Mahua Some All That piece and parcel of Sail land measuring 5 cottahs in R.S. Dag No. 1002 under C. S. Khatian No. 10, R.S. Khatian No.11 (under Khanda Khatian Nos. 484, 531, 487, 528, 502, 499, 505, 491, 496, 525, 534, 493 and 538 in Mouza-Rajapur, J.L. No. 23, R.S. no. 14, Police Station Kasba (previously Tollygunge) District South 24-Parganas. Subsequently by a Deed of Declaration dated 31<sup>st</sup> May 2001 made by Partha Some and Mahua Some by their Constituted Attorney Subir Dutta (therein referred to as "the Declarants") and registered in the office of DSR III Alipore, South 24 Parganas in Book I, Deed No.3520 for the year 2001 the boundary of the plot purchased by Liao Mei Ying as mentioned in the Schedule of the Deed No.4534 for the year 1997 and as shown



in the map annexed in the Deed was amended. The above land was mutated in the name of Liao Mei Ying and renumbered as Premises No.1275, Survey Park, Kolkata under Assessee No. 31-109-13-3908-4.

11. By a Deed of Gift made by and between Li Tai Pao therein referred to as the Donor and Li We Shing therein referred to as the Donee and registered at the Office of the Additional District Sub-Registrar at Alipore in Book No. 1 Being Deed No. 3981 for the year 2017 the Donor (being the father of the Donee) duly gifted 1 (one) Cottah of land being portion of premises No. 1274 Survey Park, Kolkata to the Donee therein which the Donee duly accepted. By virtue of the aforesaid Donee became entitle to the said 1(one) Cottahs of land being portion of premises No. 1274 Survey Park, Kolkata.
  
12. By another Deed of Gift made by and between (i) Li Tai Yu, (ii) Li Tai Pao and (iii) Li Tai Choi therein collectively referred to as the Donors of the One Part and Liao Mei Ying therein referred to as the Donee of the Other Part and registered with the Office of the Additional District Sub-Registrar Alipore III in Book No. 1 Being Deed No. 3982 for the year 2017 the Donors out of natural love and affection (their mother being the Donee) duly gifted 6 Satak of land to her. By virtue of the aforesaid Donee became entitle to the said 6 Satak of land from the land owned by her husband.

**THE THIRD SCHEDULE ABOVE REFERRED TO:****(Original Title Documents)**

1. Indenture dated 28<sup>th</sup> November 1997 made between Partha Some and Mahua Some (therein referred to as "the Vendors") of the One Part and Li Wei Kiang (therein referred to as "the Purchaser") of the Other Part and registered in the office of DSR III Alipore, in Book I, Deed No.4539 for the year 1997.
2. Indenture dated 28<sup>th</sup> November 1997 made between Partha Some and Mahua Some (therein referred to as "the Vendors") of the One Part and Li Tai Yu (therein referred to as "the Purchaser") of the Other Part and registered in the office of DSR III Alipore, in Book I, Deed No.4532 for the year 1997.
3. Indenture dated 28<sup>th</sup> November 1997 made between Partha Some and Mahua Some (therein referred to as "the Vendors") of the One Part and Li Tai Pao (therein referred to as "the Purchaser") of the Other Part and registered in the office of DSR III Alipore in Book I, Deed No. 4533 for the year 1997.
4. Indenture dated 28<sup>th</sup> November 1997 made between Partha Some and Mahua Some (therein referred to as "the Vendors") of the One Part and Wang Shia Yean (therein referred to as "the Purchaser") of the Other Part and registered in the office of DSR III Alipore in Book I, Deed No.4536 for the year 1997.
5. Indenture dated 28<sup>th</sup> November 1997 made between Partha Some and Mahua Some (therein referred to as "the Vendors") of the One Part and Hou Yu Fei (therein referred to as "the Purchaser") of the

Other Part and registered in the office of DSR III Alipore in Book I, Deed No.4537 for the year 1997.

6. Indenture dated 28<sup>th</sup> November 1997 made between Partha Some and Mahua Some (therein referred to as "the Vendors") of the One Part and Li Wei Loong (therein referred to as "the Purchaser") of the Other Part and registered in the office of DSR III Alipore in Book I, Deed No.4538 for the year 1997.
7. Indenture dated 28<sup>th</sup> November 1997 made between Partha Some and Mahua Some (therein referred to as "the Vendors") of the One Part and Chiu Ting Ling (therein referred to as "the Purchaser") of the Other Part and registered in the office of DSR III Alipore in Book I, Deed No.4535 for the year 1997.
8. Indenture dated 28<sup>th</sup> November 1997 made between Partha Some and Mahua Some (therein referred to as "the Vendors") of the One Part and Li Chin Cheng (therein referred to as "the Purchaser") of the Other Part and registered in the office of DSR III Alipore in Book I, Deed No.4530 for the year 1997.
9. Indenture dated 28<sup>th</sup> November 1997 made between Partha Some and Mahua Some (therein referred to as "the Vendors") of the One Part and Li Tai Choi (therein referred to as "the Purchaser") of the Other Part and registered in the office of DSR III Alipore in Book I, Deed No.4531 for the year 1997.
10. Indenture dated 28<sup>th</sup> November 1997 made between Partha Some and Mahua Some (therein referred to as "the Vendors") of the One Part and Liao Mei Ying (therein referred to as "the Purchaser") of



the Other Part and registered in the office of DSR III Alipore in Book I, Deed No.4534 for the year 1997.

11. Deed of Declaration dated 31<sup>th</sup> May 2001 made by Partha Some and Mahua Some and registered in the office of DSR III AEpore, South 24 Parganas in Book I, Deed No.3519 for the year 2001.
12. Deed of Declaration dated 6<sup>th</sup> July 2001 made by Partha Some and Mahua Some and registered in the office of DSR III Alipore, South 24 Parganas in Book I, Deed No.3524 for the year 2001.
13. Deed of Declaration dated 31<sup>th</sup> May 2001 made by Partha Some and Mahua Some and registered in the office of DSR III Alipore, South 24 Parganas in Book I, Deed No.3523 for the year 2001
14. Deed of Gift dated 7<sup>th</sup> March 2012 made between Liao Mei Ying (therein referred to as "the Donor") of the One Part and Li Tai Pao (therein referred to as "the Donee") of the Other Part and registered in the office of DSR III Alipore in Book I, Volume No. 6, Page Nos. 8563 to 8575, Deed Na2720 for the year 2012.
15. Deed of Gift dated 7<sup>th</sup> March 2012 made between Li Tai Choi (therein referred to as "the Donor") of the One Part and Hou Yu Fei (therein referred to as "the Donee") of the Other Part and registered in the office of DSR III Alipore in Book I, Volume No. 6, Page Nos. 6875 to 6887, Deed No.2670 for the year 2012
16. Deed of Gift dated 7<sup>th</sup> March 2012 made between Li Tai Yu (therein referred to as "the Donor") of the One Part and Hou Yu Fei (therein referred to as "the Donee") of the Other Part and

registered in the office of DSR III Alipore in Book I, Volume No. 6, Page Nos. 8530 to 8542, Deed No.2719 for the year 2012.

17. Mutation Certificates in the names of Li Wei Keong, Li Tai Yu, Li Tai Pao, Wang Shia Yean, Hou Yu Fei, Li Wei Loong, Chiu Ting Ling, Li Tai Choi and Liao Mei Ying issued by the Kolkata Municipal Corporation.
18. Mutation Certificates in the names of Li Wei Kiang, Li Tai Yu, Li Tai Pao, Wang Shia Yean, Hou Yu Fei, Li Wei Loong, Chiu Ting Ling, Li Chin Cheng, Li Tai Choi and Liao Mei Ying issued by the B.L.& L.R.O.
19. Khazna Receipt for payment of land revenue upto B.S. 1418 corresponding to English year 2011-12.
20. Property Tax Receipt dated 2.1.2012 for payment of taxes to the Kolkata Municipal Corporation upto 4<sup>th</sup> quarter, 2011-12;
21. Deeds of Conveyances whereby the said property was purchased by Partha Some and Mahua Some.

Drafted by  
Anwar Kuan Long  
Advocate

WB/1927/1978  
H.C. Calcutta

**Execution and Delivery** : In witness whereof the parties have executed this Agreement on the date mentioned above.

**SIGNED SEALED AND DELIVERED** by the **OWNERS** at Kolkata in the presence of:

Partha Nandy  
10, K.S. Roy Road  
Kolkata - 700001

Ashoke Das.  
10, K.S. Roy Road  
Kolkata - 700001

- Li Wei Kiang
1. LI WEI KEONG alias Kiang,
  2. LI TAI YU.  
Li Tai Yu.
  3. LI TAI PAO.  
Wang Shia Yean
  4. WANG SHIA YEAN,  
Hou Yu Fei
  5. HOU YU FEI,  
Li Wei Loong
  6. LI WEI LOONG,  
Chiu Ting Ling
  7. CHIU TING LING,  
Li Tai Choi
  8. LI TAI CHOI,  
Liao Mei Ying
  9. LIAO MEI YING,  
Li Wei Shing
  10. LI WEI SHING,

**SIGNED SEALED AND DELIVERED** by the **Developer** at Kolkata in the presence of:

Partha Nandy

Ashoke Das

**GALANT BUILDERS PVT. LTD.**

*Jijun Shum*  
~~Developer~~ Director



# SPECIMEN FORM FOR TEN FINGERPRINTS



*Li Wei*

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



*Li Wei Kiang*

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



*Li Wei Kiang*

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



*Li Tai-pow*

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

# SPECIMEN FORM FOR TEN FINGERPRINTS



Hou Yu Fei	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Li Wei Shing	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Liao mei ying	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Wang Shingyan	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



# SPECIMEN FORM FOR TEN FINGERPRINTS



<i>his name is</i>	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



<i>Chiranjay Singh</i>	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



<i>Dipankar</i>	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger






	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



21

3.1

  
 भारतीय निर्वाचन आयोग  
 ELECTION COMMISSION OF INDIA  
 IDENTIFY CARD  
 ZYR2830453





निर्वाचकनाम : वाई किशोर लि  
 Elector's Name : Wal Kishor Li  
 पितानाम : वाई इंडु लि  
 Father's Name : Tai Yu Li  
 लिंग/प्राकार : पुरुष/M  
 जन्मदिनांक : 11/04/1995  
 Date of Birth : 11/04/1995

ZYR2830453

Date: 24/09/2018

Address:  
 47 MATHESWARTALA ROAD, KOLKATA  
 MUNICIPAL CORPORATION, PRAGATI  
 MAIDAN, KOLKATA-700044






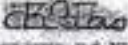
Date: 24/09/2018

Facsimile Signature of the Electoral  
 Registration Officer for  
 143-Kasba Constituency

In case of change in address mention this Card No. in the relevant Form for including your name in the roll at the changed address and to obtain the card with new number.

2

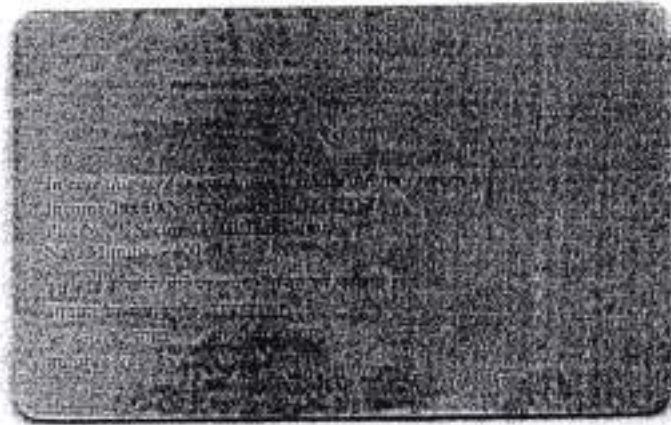
3.1.2

शुद्ध आय / PERMANENT ACCOUNT NUMBER		
ABBPL2623E		
	नाम / NAME	
	TAI YU LI	
	पिता के नाम / FATHER'S NAME	
	CHIN CHENG LI	
	जन्म तिथि / DATE OF BIRTH	
	31-01-1957	
हस्ताक्षर / SIGNATURE		
		आय विभाग, ए.ए.-XI
		COMMISSIONER OF INCOME-TAX, W.B. - XI

यस कार्ड के खो / गिर जाने पर तुरन्त जारी करने वाले अधिकारी को सूचित / याचना करके अनुसंधान विभाग (प्रति ए.ए. ए.ए.सी.), 1-7, चौबट्टी चौक, कलकत्ता - 700 069.

In case this card is lost/ found, kindly inform/ report to the issuing authority: Joint Commissioner of Income-tax (Systems & Technical), 1-7, Chowbatta Square, Calcutta-700 069.

2





永久居留證

PERMANENT ACCOUNT NUMBER

ABBPL2624D

姓 名

TAI PAO LI

父 姓 名 (FATHER'S NAME)

CHIN CHENG LI

生 日 (DATE OF BIRTH)

03-11-1968

簽 名 (SIGNATURE)

*Li Tai Pau*



*Li Tai Pau*

1968年11月3日

COMMISSIONER OF INCOME-TAX, W.R. - 37