the Second Party. Pursuant to the said Earlier Agreement, the Second Party has already completed the super structure of the New Building having basement plus ground plus eleven upper floors at the said Property without any finishing including without flooring, electrical wiring or switches, sanitary fittings in the bathrooms, slab in the kitchen, installation of doors, windows, etc.

9.5 **Completion Time:** The Second Party shall, at its own costs and expenses, construct, and erect the New Building in accordance with the Building Plans and the mutually agreed specifications within a period of 48 (forty eight) months from the date of this Agreement ("**Completion Time**") subject to such extension as may be mutually agreed between the parties. The Second Party shall be entitled to a further period of 12 (twelve) months from the date of expiry of the Completion Time as a grace period ("**Grace Period**"). Any delay that may be attributable to Force Majeure shall be added to the Completion Time and the Grace Period.

9.6 **Common Portions:** The Second Party shall at its own costs, construct and/or install and/or make available in the New Building, the common areas, amenities and facilities (collectively "**Common Portions**").

9.7 **Building Materials:** The Second Party is 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.

9.8 **Utility Connections:** The Second Party is entitled to use any existing electricity, water and any other utility connection at the said Property and is liable to pay the costs, charges and expenses for use of the same. The Second Party is authorized in the names of the First Parties to apply for and obtain temporary/permanent connections of water, electricity, drainage and other utility connections.

9.9 **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. All the Parties shall provide all cooperation that may be necessary for successful completion of the Project.

10. **Deposit of Original Title Documents**: Simultaneously with the execution of the said Earlier Agreement, all Original Title Documents and all connected papers in respect of the said Property have been deposited with the Second Party. The Original Title Documents may be deposited by the Second Party for Project Finance in terms of Clause 13.1 below.

11. **Power of Attorney:** The First Parties shall grant to the Second Party and/or its authorised representatives, a Power of Attorney for the purpose of, inter alia, getting the Building Plans revised, modified, extended, etc., obtaining

all necessary Approvals for the Project and booking and sale of the saleable spaces in the New Building. Notwithstanding grant of the aforesaid Power of Attorney, the First Parties hereby undertake to execute all necessary papers, documents, plans, etc. for enabling the Second Party to perform its obligations and exercise all its rights and entitlements under this Agreement.

12. Sharing of Sale Proceeds of Saleable Spaces in the New Building:

12.1 **Sale Proceeds:** The saleable constructed spaces in the New Building upon development of the Project (including car parking spaces, etc. if any,) shall be sold together with undivided, indivisible, impartible, proportionate share and/or interest in the land comprised in the said Property and the Common Portions, and all receivables regarding the same as also any amount that may be received from the Transferees on account of interest, penalty, compensation and/or forfeited amount and/or transfer/nomination fee, etc. ("**Sale Proceeds**") shall be allocated between the Parties as mentioned below. It is further clarified that the amounts receivable by the Second Party under Clause 20.1 are not part of the Sale Proceeds and the same shall belong solely to the Second Party.

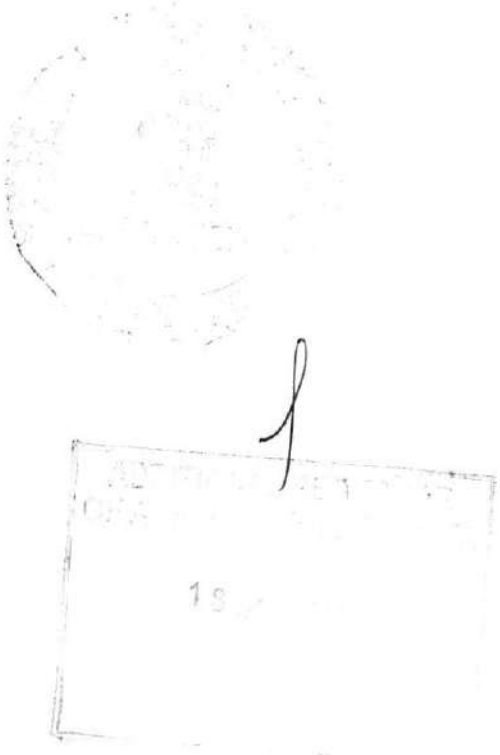
12.2 **First Parties' Share of Sale Proceeds:** The First Parties shall be together entitled to 50 (fifty) per cent of the Sale Proceeds out of which each one of them shall be entitled to 10 (ten) percent of the Sale Proceeds respectively.

12.3 **Second Party's Share of Sale Proceeds:** The Second Party's Share of Sale Proceeds shall mean 50 (fifty) per cent of the Sale Proceeds, out of which 10 (ten) per cent shall be on account of the Second Party's Land Share and the balance 40 (forty) shall be on account of the Second Party developing the said Property at its own costs.

12.4 **Sale by Second Party:** The Second Party shall be exclusively entitled to sell, transfer or otherwise deal with and/or dispose of all Units including the car parking spaces and other rights in the New Building in such manner as the Second Party deems appropriate. The First Parties shall join the Agreements for Sale, Deeds of Conveyances and other deeds and documents in favour of the Transferees of all Units and other rights in the New Building and shall execute and if necessary, register the same. For such purpose the First Parties shall grant a Power of Attorney in favour of the authorised representatives of the Second Party authorising them to execute and register the same in the names of and on behalf of the First Parties in respect of all Units and other rights in the New Building.

13. Financials:

13.1 **Project Finance:** The Second Party may arrange for financing of the Project (**Project Finance**) by a Bank/Financial Institution (**Financier**). The Second Party shall be entitled to deposit the Original Title Documents of the said



Property with the Financier as security for the purpose of Project Finance. For the aforesaid purpose, the First Parties hereby authorise the Second Party to sign necessary documents to create a mortgage/charge in favour of the Financier for availing such Project Finance Provided That the First Parties shall not have any liability whatsoever to repay the loans obtained by the Second Party and/or any interest, penalty or other amounts relating to the same (collectively **Project Finance Liability**) and the Second Party hereby indemnifies and agrees to keep indemnified the First Parties against any claim, liability or loss whatsoever relating to Project Finance/Project Finance Liability. The Second Party shall be solely liable for repaying the Project Finance / Project Finance Liability. Notwithstanding the aforesaid authorization, the First Parties hereby undertake to also sign necessary documents (if required by the Financier) for enabling the Second Party to avail Project Finance.

13.2 **Loans by Transferee:** The Transferees shall be entitled to obtain loans for purchase of the Unit from Banks/Financial Institutions subject to the terms and conditions of this Joint Development Agreement and the Agreement for Sale to be executed in their favour.

13.3 **Goods and Services Tax (GST):** The Goods and Services Tax (GST) relating to development and construction shall be paid by the Second Party who shall comply with the applicable provisions regarding the same. The GST in respect of the sale of the Units to the Transferees shall be collected by the Second Party from the Transferees. The Second Party shall pay GST that is collected to the concerned authority in accordance with law in respect of the sale of the Units to the Transferees. Such payment of GST in respect of the sale of the Units to the Transferees shall be made out of the Sale Proceeds.

13.4 **Marketing Costs & Brokerage:** The costs for marketing and marketing materials shall be borne and paid by the Second Party. The brokerage payable for sales of the Units shall be shared by the Parties in the same ratio as the Sale Proceeds. The First Parties shall pay their share of brokerage to the Second Party.

13.5 **Monthly Distribution of Sale Proceeds:** The principal policy decisions regarding the marketing and sales of the Project including deciding the launch price/sale price/revised price, shall be taken by the Second Party in consultation with the First Parties. The Second Party shall take all necessary steps and day-to-day decisions in accordance with the principal policy decisions. The sales regarding the entire Project to the Transferees shall be made by the Second Party and the Sale Proceeds shall be collected by the Second Party by Bank Transfers/RTGS/NEFT/ cheques / demand drafts / pay orders issued in its name. All Sale Proceeds shall be deposited by the Second Party in a separate Bank Account (**"Sale Proceeds Bank Account"**) only. Within 7 days of the end of every month, the Second Party shall, after

deduction of the liability for brokerage (mentioned in Clause 13.4 above) and the liability for Goods & Services Tax (mentioned in Clause 13.3 above), pay to the First Parties the First Parties' Share of the Sale Proceeds and retain the Second Party's Share of the Sale Proceeds. The accounts will be reconciled at the end of every 3 (three) months and if it is found that any party has received less than its allocation of Sale Proceeds mentioned in Clause 12, then the difference amount payable to such party shall be paid by the other party within 15 days.

14. **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 and ultimately transferring title by registered Deeds of Conveyance. Both the First Parties and the Second Party shall be parties in all such Agreements and Deeds of Conveyance. The costs of such Agreements and Deeds of Conveyance including stamp duty and registration fees and all legal fees and expenses incidental or related thereto shall be borne and paid by the respective Transferees.

15. **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 grant of Completion Certificate by the Kolkata Municipal Corporation shall be borne, paid and discharged by the Parties and (ii) from the date of grant of the Completion Certificate the Rates shall be borne, paid and discharged by the respective Transferees.

16. **Post Completion Maintenance:**

16.1 **Notice of Completion:** Upon the construction of the New Building being completed as per the certificate from the Architects, the Second Party shall give a written notice to the First Parties 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 Certificate from the Kolkata Municipal Corporation shall be obtained subsequently after completion of Common Portions and other parts of the Project by the Second Party.

16.2 **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 Second Party who shall be entitled to collect the costs and service charges for the same ("**Maintenance Charges**"). At an appropriate stage the Second Party shall hand over the maintenance to a body constituted / formed at the instance of the Second Party and the Transferees shall be represented on such body.

17. **Other Obligations of the Second Party:**

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17.1 **Title:** The Second Party shall ensure that their title to the Second Party' Land Share is and continues to remain marketable and free from all encumbrances, charges, liens, claims, demands, mortgages, leases, tenancies, licenses, occupancy rights, trusts, debutters, prohibitions, restrictions, restrictive covenants, executions, acquisitions, requisitions, attachments, vestings, alignments, easements, liabilities and lis pendens whatsoever till the completion of the Project. The Second Party shall forthwith rectify/remedy defects or deficiencies, if any, in its title and resolve any issue that may arise regarding title or any encumbrance etc. at its own costs and keep the First Parties indemnified in this regard.

17.2 **Completion of construction within Completion Time:** The Second Party shall complete the construction of the New Building to the extent necessary for giving notice under Clause 16.1 above within the Completion Time and Grace Period Provided However that in case of revised sanction, the time required for revision shall be added.

17.3 **Obligations subsequent to Completion:** The Second Party shall complete the Common Portions and make available utilities like electricity, water, sewerage, drainage etc. within 6 (six) months of giving notice under Clause 16.1. It is however clarified that the drainage/sewerage connection required to be obtained after the Completion Certificate shall be obtained by the Second Party at its own costs subsequently.

17.4 **Completion Certificate from the Kolkata Municipal Corporation**: The Second Party shall take steps and apply to the Kolkata Municipal Corporation at its own costs for obtaining the Completion Certificate within 6 (six) months of the Completion Date. The Second Party shall also take steps for obtaining drainage/sewerage connection required to be obtained after the Completion Certificate.

17.5 **Compliance with Laws:** The Second Party is executing the Project and making construction of the New Building in conformity with the prevailing laws.

17.6 **Involvement of other consultants, etc.:** The Second Party is responsible for development and construction of the New Building with the help of the Architects as also all other consultants, professionals, contractors, etc.

17.7 **Specifications:** The Second Party is using building materials as per the specifications mentioned in the **Third Schedule** hereunder written and/or shall use such other specifications as may be mutually agreed.

17.8 **Adherence by the Second Party:** The Second Party has assured the First Parties 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.

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17.9 **Construction at Second Party's Risk and Cost:** The Second Party is constructing and shall complete the New Building at its own cost and risk. The Second Party shall be responsible and liable to Government, KMC and other authorities concerned for any loss or for any claim arising from such construction and hereby indemnifies and agrees to keep indemnified the First Parties against any claims, losses or damages for any default or failure or breach on the part of the Second Party.

17.10 **Tax Liabilities:** The taxes, levies, duties, etc. in relation to the development and construction of the New Building/Project, including sales tax, value added tax, Goods & Services Tax, works contract tax, etc. shall be paid by the Second Party. However, the income tax/capital gains tax payable by the First Parties on the income arising out of transfer of the Units in the New Building shall be payable by the First Parties.

17.11 **Approvals for Construction:** The Second Party shall obtain all Approvals required from various Government authorities to execute and complete the Project. The First Parties shall fully assist and co-operate with the Second Party in this regard and shall sign all documents and papers that may be required for the same.

17.12 **Responsibility for Marketing:** All saleable constructed spaces in the New Building shall be marketed and sold by the Second Party who shall decide the marketing strategy, budget, selection of publicity material, media etc.

17.13 **Assignment:** The Second Party may assign this Agreement or any rights or benefits hereunder in favour of any of its Group Company/ Affiliate/ Associate without any approval being required or in favour of any other company and/or entity with the prior written approval of the First Parties.

18. Other Obligations of the First Parties

18.1 **Title:** The First Parties shall ensure that their title to the First Parties' Land Share is and continues to remain marketable and free from all encumbrances, charges, liens, claims, demands, mortgages, leases, tenancies, licenses, occupancy rights, trusts, debutters, prohibitions, restrictions, restrictive covenants, executions, acquisitions, requisitions, attachments, vestings, alignments, easements, liabilities and lis pendens whatsoever till the completion of the Project. The First Parties shall forthwith rectify/remedy defects or deficiencies, if any, in the title and resolve any issue that may arise regarding title or any encumbrance etc. at their own costs and keep the Second Party indemnified in this regard.

18.2 **Co-operation with the Second Party:** The First Parties undertake to fully co-operate with the Second Party for obtaining all Approvals required for development of the said Property and to sign all documents and papers that may be required for the same.

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18.3 **Documentation and Information:** The First Parties undertake to provide the Second Party with necessary documentation and information relating to the said Property and/or the First Parties' Land Share as may be required by the Second Party from time to time.

18.4 **No Obstruction to the Second Party:** The First Parties covenant not to do any act, deed or thing whereby the Second Party may be prevented from discharging its functions and/or exercising its rights and entitlements under this Agreement.

18.5 **No Dealing with the said Property and/or the First Parties' Land Share:** The First Parties hereby covenant not to let out, grant lease, mortgage and/or charge the said Property and/or the First Parties' Land Share or any portion thereof save in the manner envisaged by this Agreement.

18.6 **Adherence by the First Parties:** The First Parties have assured the Second Party that they shall implement the terms and conditions of this Agreement and shall adhere to the stipulations of time limits in terms of this Agreement.

19. Indemnity

19.1 **By the Second Party:** The Second Party hereby indemnifies and agrees to keep the First Parties saved, harmless and indemnified of from and against any and all actions, suits, proceedings, claims, losses, damages, costs, charges, expenses, liabilities, demands and consequences whatsoever (whether criminal or civil) that may be suffered by the First Parties relating to the ownership and title of the Second Party's Land Share and/or arising from any defect/deficiency in title of the Second Party's Land Share and/or any encumbrance, etc. and/or relating to the development and/or to the construction of the New Building and/or arising from any breach of this Agreement by the Second Party 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 due to negligence of the Second Party during development and construction and/or arising from any of the declarations, representations, agreements and assurances made or given by the Second Party being incorrect and/or arising due to any act, omission, breach or default of the Second Party.

19.2 **By the First Parties:** The First Parties hereby indemnify and agree to keep the Second Party and/or its nominees and/or assigns saved, harmless and indemnified of from and against any and all actions, suits, proceedings, claims, losses, damages, costs, charges, expenses, liabilities, demands and consequences (whether criminal or civil) whatsoever suffered by the Second Party and/or its nominees and/or assigns relating to the ownership and title of the First Parties' Land Share/or and arising from any breach of this Agreement by the First Parties and/or arising from any defect/deficiency in

title of the First Parties' Land Share and/or any encumbrance, etc. and/or arising from any of the declarations, representations, agreements and assurances made or given by the First Parties being incorrect and/or arising due to any act, omission, breach or default of the First Parties.

20. Miscellaneous

20.1 **Second Party to Collect Additional Payments & Deposits:** The Second Party 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 in addition/modification of the specifications agreed with the Transferees, 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 Second Party and shall not be included as part of Sale Proceeds.

20.2 **Documentation**: The documents for transfer including Agreements for Sale of Units and Deeds of Conveyance for the New Building/Project shall be prepared by R. Ginodia & Co. LLP, Advocates of Ground Floor, 6 Church Lane, Kolkata **("Project Advocates")**. The same shall contain similar rights and obligations regarding the usage and enjoyment of all the Units/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 paid by the Transferees of all the Units/constructed spaces of the New Building.

20.3 **Additional/Further Construction**: If at any time additional/further constructions become permissible on the said Property then such additional/further constructions shall be made by the Second Party at its own costs and the sale proceeds thereof shall be shared by the First Parties and the Second Party in the same ratio as the Sale Proceeds.

20.4 **Entire Agreement**: This Agreement constitutes the entire agreement between the Parties and supersedes/replaces/substitutes all previous discussions, correspondence and agreements between the Parties, written, oral or implied including the said Earlier Agreement dated 26th April, 2016.

20.5 **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.

20.6 **Counterparts:** This Agreement is being executed in duplicate. The Second Party shall be entitled to the custody of the original and the duplicate copy of the Agreement shall be retained by the First Parties.

20.7 **Essence of the Contract:** The First Parties and the Second Party expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

20.8 **No Partnership:** The First Parties and the Second Party 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.

20.9 **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.

20.10 **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.

20.11 **Name of New Building:** The name of the New Building shall be mutually decided by the Parties.

20.12 **No Transfer at present:** Nothing in these presents shall be construed as a transfer, demise, assignment or conveyance in law of the said First Parties' Land Share or any part thereof to the Second Party by the First Parties. 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.

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 including which arises from, or is attributable to Acts of God, natural calamities, 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, pandemic, epidemic or other natural physical disaster, lockdown or any other restriction imposed by the

Government or any local body or authority, 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, 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, then such Party shall not be deemed to have defaulted in the performance of its contractual obligations and the time periods mentioned in this Agreement shall stand suitably extended.

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 and/or unless the same is mutually accepted and admitted by 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 registered/Speed 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 arbitration of three Arbitrators. The First Parties shall jointly appoint one arbitrator and the Second Party shall appoint one arbitrator. The two Arbitrators so appointed shall appoint the third Arbitrator within 30 days of appointment of the last of the said two Arbitrators and such Arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The venue of such arbitration shall be at Kolkata. The Parties have agreed that the Arbitrators shall have summary powers and may make or give interim orders, awards and/or directions. The Arbitrators 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 Arbitrators 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 Kolkata 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 include 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
(Part I)
("said Property")

ALL THAT the piece or parcel of revenue free land containing by estimation 1 Bigha 10 Cottahs as per documents and on physical survey found to contain 1 bigha 10 cottahs 4 chittacks 23.2 square feet (be the same a little more or less) together with constructions thereon aggregating about 21,603 square feet, more or less, and situate lying at and being Municipal Premises No. 43, Rafi Ahmed Kidwai Road (formerly Premises No. 43, Wellesley Street), Police Station Park Street, Kolkata 700 016 within Ward No. 63 of the Kolkata Municipal Corporation and butted and bounded in the following manner that is to say:-

On the North	:	Partly by Premises No. 42, Wellesley Street (now Rafi Ahmed Kidwai Road) and partly by No. 3, Royd Street, Kolkata;
On the South	:	By Premises No. 44, Rafi Ahmed Kidwai Road;
On the West	:	By Premises No. 6, Royd Street, Kolkata; and
On the East	:	By Rafi Ahmed Kidwai Road.

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.

(Part II)
("First Parties' Land Share")

ALL THAT an undivided 5/6th share or interest in All That the piece or parcel of revenue free land containing by estimation 1 Bigha 10 Cottahs as per documents and on physical survey found to contain 1 bigha 10 cottahs 4 chittacks 23.2 square feet (be the same a little more or less) together with constructions thereon aggregating about 21,603 square feet, more or less, and situate lying at and being Municipal Premises No. 43, Rafi Ahmed Kidwai Road (formerly Premises No. 43, Wellesley Street), Police Station Park Street, Kolkata 700 016 within Ward No. 63 of the Kolkata Municipal Corporation.

(Part III)
("Second Party' Land Share")

ALL THAT an undivided 1/6th share or interest in All That the piece or parcel of revenue free land containing by estimation 1 Bigha 10 Cottahs as per documents and on physical survey found to contain 1 bigha 10 cottahs 4 chittacks 23.2 square feet (be the same a little more or less) together with constructions thereon aggregating about 21,603 square feet, more or less, and situate lying at and being Municipal Premises No. 43, Rafi Ahmed Kidwai Road (formerly Premises No. 43, Wellesley Street), Police Station Park Street, Kolkata 700 016 within Ward No. 63 of the Kolkata Municipal Corporation.

Second Schedule
(Documents of Title)

1. Indenture dated 4th March, 1961 registered at the office of the Registrar of Assurances, Kolkata in Book No. I, Volume No. 30, Pages 163 to 172, Being No. 1013 for the year 1961.

2. Indenture dated 20th October, 2006 registered at the office of the Additional Registrar of Assurances - II, Kolkata in Book No. I, Volume No. 1, Pages 1 to 17, Being No. 11833 for the year 2006.

3. Indenture dated 20th October, 2006 registered at the office of the Additional Registrar of Assurances - II, Kolkata in Book No. I, Volume No. 1, Pages 1 to 15, Being No. 11832 for the year 2006.

4. Indenture of Conveyance dated 2nd November, 2006 registered at the office of the Additional Registrar of Assurances - II, Kolkata in Book No. I, Volume No. 1, Pages 1 to 17, Being No. 02463 for the year 2007.

5. Indenture of Conveyance dated 4th November, 2006 registered at the office of the Additional Registrar of Assurances - II, Kolkata in Book No. I, Volume No. 1, Pages 1 to 29, Being No. 02464 for the year 2007.

6. Indenture of Conveyance dated 28th October, 2006 registered at the office of the Additional Registrar of Assurances - II, Kolkata in Book No. I, Volume No. 1, Pages 10 to 16, Being No. 01379 for the year 2007.

7. Indenture of Conveyance dated 9th July, 2008 registered at the office of the Additional Registrar of Assurances - II, Kolkata in Book No. I, Volume No. 1, Pages 1 to 22, Being No. 06894 for the year 2008.

Third Schedule
(Specifications)

Foundation	RCC Pile Foundation