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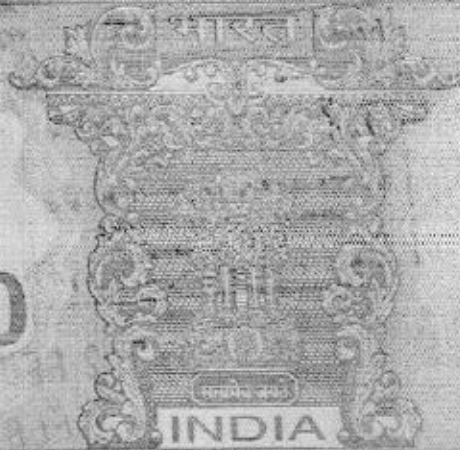
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Notarized that the Agreement is admitted to
execution. The Signature Sheet and the
agreement should be attached to this document
as the part of this document.

Notary Public
Kolkata

Additional Registrar of
Assurances III Kolkata

8 JUN 2022

THIS AGREEMENT made this 8th day of June Two Thousand and Twenty Two.

FRONTIER WAREHOUSING LIMITED

Director

BETWEEN**PARTIES:****1.1 OWNER:**

FRONTIER WAREHOUSING LIMITED a Company incorporated under the Companies Act, 2013 (CIN U70109WB1990PTC048431 and having PAN AAACL5835B) having its Registered Office at East India House, 20B Abdul Hamid Street, 3rd Floor, Suite 3F, Post Office: GPO, Police Station: Hare Street, Kolkata – 700069, represented by its Director Mr. Gautam Agarwalla son of Radhey Shyam Agarwalla residing at 47C, Shakespeare Sarani, Circus Avenue, Post Office: Circus Avenue, Police Station: Shakespeare Sarani, Kolkata-700017, (having PAN: ACYPA89061F) hereinafter referred to as “the **OWNER**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and successors-in-interest and/or assigns) of the **ONE PART**; AND

1.2 DEVELOPER:

AMBUD DEVELOPERS LLP, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 and having its Registered Office at 18 Rabindra Sarani, Police Station Bowbazar and Post Office GPO, Kolkata 700001, having PAN ABKFA5848D represented by its Designated Partner Mr. Arpit Giria son of Sunil Kumar Giria residing at 11th Floor, Flat No.11A, 36, Rowland Road, Euphoria Heights, Ballygunge, Police Station Ballygunge, Post Office L.R. Sarani, Kolkata- 700020, having PAN BKKPG0009G, hereinafter referred to as “the **DEVELOPER**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or successors-in-interest and/or assigns) of the **OTHER PART**

SECTION-I # DEFINITIONS:

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

2.1.1 “Agreed Ratio” shall mean the ratio of sharing or distribution in Realizations and several other matters referred to herein between the Owner and the Developer which shall be 35% (Thirty five percent) of the Owner and 65% (Sixty five percent) of the Developer.

2.1.2 “Appropriate Authorities” shall according to the context mean all or any of the Central or State Government or any department thereof and/or its officers and functionaries and also all other State, Executive, Judicial or Quasi-Judicial authorities, Local Authority, Government Company, Statutory Bodies and/or other authorities and include Dankuni Municipality, Kolkata Metropolitan Development Authority, Collector, Municipal Engineering Directorate, Zilla Parishad, Planning



Authority, Development Authority, B.L.&L.R.O., D.L.&L.R.O., Collector, Real Estate Authorities, Fire Brigade, the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, Airport Authority, Police Authorities, Law Enforcement Authorities, Pollution Control Authorities, Fire Service Authorities, Insurance Companies, Income Tax Authorities, Goods and Service Tax Authorities, Courts, Tribunals, Judicial and Quasi-Judicial authorities and forums having jurisdiction over the relevant activity and include the concerned Service/Utility Providers for electricity, water, drainage, sewerage, lift, generator, telecom, television, wireless connectivity, digital and other utilities whatsoever or howsoever.

- 2.1.3 **"Building Complex"** shall mean and include the Subject Property and the New Buildings thereat with the Common Areas and Installations and open and covered spaces as may be planned by the Developer thereat.
- 2.1.4 **"Building Plans"** shall mean the plan for construction of the New Buildings to be caused to be sanctioned by the Developer from the Dankuni Municipality and/or other Appropriate Authorities and include all modifications and/or alterations as may be made thereto as also all extensions and/or renewals thereof.
- 2.1.5 **"Common Areas and Installations"** shall according to the context mean and include the areas installations and facilities comprised in and for the individual New Buildings and/or the Subject Property and/or any part or parts thereof as may be expressed or intended by the Developer from time to time for use in common, with rights to the Developer to identify or specify different part or parts of the Common Areas and Installations for use by the different group of Transferees and/or such other persons as the Developer may deem fit and proper. A tentative list of the proposed Common Areas and Installations is mentioned in the **SECOND SCHEDULE** hereunder written but the same is subject to modifications or changes as may be made by the Developer therein.
- 2.1.6 **"Common Purposes"** shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Building Complex and in particular the Common Areas and Installations; rendition of common services in common to the transferees thereof; collection and disbursement of the common expenses; the purpose of regulating mutual rights, obligations and liabilities of the Transferees thereof; and dealing with all matters of common interest of the Transferees thereof.
- 2.1.7 **"Completion of Construction"** in respect of any constructed area forming part of the Building Complex shall mean the compliance of requirements mentioned in clause 11.13.2 hereto.
- 2.1.8 **"Developer's Realization Share"** shall mean and include 65% (sixty five percent) of the Realizations to belong to the Developer.



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- 2.1.9 **"Developer's Allocation"** shall mean and include the Developer's Realization share and the shares or portions in unsold areas remaining upon Completion of Construction and allocable to the Developer hereunder and all other properties and rights belonging to the Developer in terms hereof.
- 2.1.10 **"Encumbrances"** shall include mortgages, charges, security interest, liens (including negative lien), lis pendens, hypothecations, attachments, leases, tenancies, bargadar, occupancy rights, licenses, uses, debentures, trusts, bankruptcy, insolvency, wakfs, acquisition, requisition, vesting, any other encumbrance, claims, demands and liabilities whatsoever or howsoever.
- 2.1.11 **"Extras and Deposits"** shall mean the amounts mentioned in **FOURTH SCHEDULE** hereto subject to any variations as per Clause 15.3 hereto.
- 2.1.12 **"Force Majeure"** shall mean any event or combination of events or circumstances beyond the control of a Party including (a) Acts of God i.e. fire, draught, flood, earthquake, storm, lightning, epidemics, pandemic and other natural disasters; (b) Explosions or accidents, air crashes; (c) General strikes and/or lock-outs, civil disturbances, curfew etc.; (d) Civil commotion, insurgency, war or enemy action or terrorist action; (e) Change in Law, Rules and Regulations, injunctions, prohibitions, or stay granted by court of law, Arbitrator, Government; (f) Non-functioning of any existing or new Appropriate Authorities due to any reason whatsoever including any lockdown imposed by the Government of India or the Government of West Bengal.
- 2.1.13 **"New Buildings"** shall mean the one or more buildings and other structures to be constructed from time to time at or portion/s of the Subject Property.
- 2.1.14 **"Owner's Realization Share"** shall mean and include 35% (thirty five percent) of the Realizations to belong to the Owner.
- 2.1.15 **"Owner's Allocation"** shall mean and include the Owner's Realization Share and the shares or portions in unsold areas remaining upon Completion of Construction and allocable to the Owner hereunder and all other properties and rights belonging to the Owner in terms hereof.
- 2.1.16 **"Parking Spaces"** shall mean the spaces at the Building Complex including at covered space, open area or under a shade at the open area or mechanized multilevel systems at the open area for parking of motor cars and/or two-wheelers.
- 2.1.17 **"Pass Through Charges"** shall mean the Goods and Service Tax or any substitutes, additions or alterations thereof and any other impositions, levies or taxes (other than Income Tax) on the Transfer in favour of the Transferees.



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- 2.1.18 "Real Estate Laws" shall mean the Real Estate (Regulation and Development) Act, 2016 as applicable to West Bengal and include all the amendments and substitutes thereof and also all rules, regulations and byelaws framed thereunder.
- 2.1.19 "Realization" shall mean and include the amounts received against Transfer of the Units, Parking Spaces and other Transferable Areas from time to time including the rent, consideration for Transfer and for Floor Rise Escalation and PLC, Rent, Premium and any other amount on any account received against any Transfer; but shall not include any amounts received on account of (a) Pass Through Charges and (b) Extra development charges and other Extras and Deposits;
- 2.1.20 "Shares in land" shall mean the proportionate undivided share in the land of whole or part of the Subject Property attributable to any Unit.
- 2.1.21 "Subject Property" shall mean the pieces or parcels of land comprised in divided and demarcated portions of L.R Dag Nos. 2532 and 2534 within Dankuni Municipality in Mouza Mrigala, J. L. No. 102, Police Station - Dankuni in the District of Hooghly and morefully and particularly described in the **FIRST SCHEDULE** hereunder written.
- 2.1.22 "Transfer" (with their respective grammatical variations) shall include transfers primarily by sale and also by lease or otherwise as decided by the Developer.
- 2.1.23 "Transferable Areas" shall mean the Units, Parking Spaces, terraces, roofs, gardens, open spaces, club, utility areas with or without any facilities and all other areas at the Building Complex capable of being transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise and shall also include any area, right or privilege at the Building Complex capable of being commercially exploited or transferred for consideration in any manner and include the proportionate shares in land attributable to Units and also rights in respect of Common Areas and Installations appurtenant thereto.
- 2.1.24 "Transferees/Buyers" shall mean the persons to whom any Transferable Areas in the Building Complex is Transferred or agreed to be Transferred.
- 2.1.25 "Units" shall mean the independent and self-contained flats, offices, shops, warehouses, hotels or lodges, restaurants or eateries, residential, non residential commercial, semi commercial spaces and other constructed spaces in the Building Complex capable of being held used or enjoyed by a person.
- 2.2 **INTERPRETATION:**
- 2.2.1 Reference to any clause shall mean such clause of this Agreement and include any sub-clauses thereof. Reference to any Schedule shall mean such Schedule to this Agreement and include any parts of such Schedule.



- 2.2.2 Headings, Clause Titles, Capitalized expressions and Bold expressions are given for convenience only.
- 2.2.3 Words of any gender are deemed to include those of the other gender;
- 2.2.4 Words using the singular or plural number also include the plural or singular number, respectively;
- 2.2.5 The terms "hereof", "herein", "herby", "hereto" and derivative or similar words refer to this entire Agreement or specified Articles of this Agreement, as the case may be;
- 2.2.6 Reference to the word "include" shall be construed without limitation;
- 2.2.7 The Schedules/Annexure and recitals hereto shall constitute an integral part of this Agreement and any breach of the stipulations contained in the Schedule shall be deemed to be a breach of this Agreement;
- 2.2.8 Reference to a document, instrument or agreement (including, without limitation, this Agreement) is a reference to any such document, instrument or agreement as modified, amended, varied, supplemented or novated from time to time in accordance with the provisions.
- 2.2.9 Where any act is prohibited by the terms of this Agreement, none of the Parties will knowingly permit or omit to do anything, which will allow that act to be done.
- 2.2.10 Where any notice, consent, approval, permission or certificate is required to be given by any party to this Agreement such notice, consent, approval, permission or certificate must (except where otherwise expressly specified), be in writing.

SECTION-II # RECITALS AND REPRESENTATIONS:

3 RECITALS/REPRESENTATIONS:

3.1 RECITALS:

- 3.1.1 The Owner is the sole and absolute owner of the Subject Property
- 3.1.2 Pursuant to discussions between the parties and the representations as hereinafter contained, the Owner and the Developer have agreed to enter into this agreement whereby the Developer shall, inter alia, be entitled to the exclusive right to develop the Building Complex and Transfer the Transferable Areas to interested Transferees and be entitled to the Developer's Allocation and other benefits and the Owner shall, inter alia, be entitled to the Owner's Allocation and other benefits herein stated.

3.2 REPRESENTATIONS:



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3.2.1 The Owner made the following several representations, assurances and warranties to the Developer which have been completely relied upon and believed to be true and correct by the Developer for the purpose of entering upon this Agreement and the transaction envisaged herein:

- (i) That the Owner is the full and absolute Owner of the Subject Property with good marketable title free from all Encumbrances whatsoever and the Owner is in khas vacant and peaceful possession thereof and the Subject Property is duly identified by proper boundary on all sides with a continuous 120 feet wide frontage directly alongside public road Durgapur High Express way. The facts about the Owner deriving title to the Subject Property is represented and warranted by the Owner to the Developer to be as stipulated in the **FIFTH SCHEDULE** hereto and the same are all true and correct.
- (ii) That the mutation of the name of the Super Forgings and Steels Limited, the predecessor-in-title of the Owner in respect of the Subject Property in the records of BL&LRO has already been done and the mutation of the name of the Owner with the said authority is under process and the predecessor-in-title of the Owner being namely Super Forgings and Steels Limited has already obtained conversion of the Subject Property for the purpose of 'Commercial Bastu'. The mutation of the name of the Owner in respect of the Subject Property before the Dankuni Municipality is under process.
- (iii) That there never was nor is any notice or proceeding of acquisition or requisition or alignment under the Land Acquisition Act or The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 or any other act or law in respect of or affecting the Subject Property or any part thereof and the Subject Property or any part thereof does not contain any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any other law whatsoever.
- (iv) That the Subject Property or any part thereof has not been attached or forfeited and/or is liable to be attached or forfeited under any decree or order of any Court of Law or due to Income Tax, Realization, Foreign Exchange, Money Laundering or any other Statutory Dues or Public Demand.
- (v) There is no impediment, obstruction, restriction or prohibition in the Owner entering upon this Agreement and/or in the development and transfer of the Subject Property.
- (vi) That all the original documents of title in respect of the Subject Property are in the personal custody of the Owner and no other person has any right or entitlement in respect of the same.



- (vii) There is no suit, dispute, claim or other legal proceeding, civil, criminal or revenue have ever been filed or is pending by or against the Owner or its predecessor-in-title affecting or in anyway relating to the Subject Property and there is no legal proceeding, dispute or claim affecting the Subject Property and/or the Owner or its predecessor-in-title.
- (viii) That there is no injunction, status quo, prohibition or other order or condition in any way relating to or affecting the Subject Property in any manner.
- (ix) That the Owner has not stood as Guarantor or Surety for any obligation, liability, bond or transaction whatsoever which may now or at any time in future affect the Subject Property in any manner whatsoever or howsoever.
- (x) That except this agreement, the Owner has not entered upon any agreement or contract with any other person in connection with the Subject Property or any part thereof or its development/sale/transfer nor have executed any power of attorney in favour of any person nor have otherwise dealt with the Subject Property or any part thereof prior to execution of this Agreement.
- (xi) That the Owner has not entered upon any agreement or contract with any other person in connection with the Subject Property or any part thereof or its development/sale/transfer nor have executed any power of attorney in favour of any person nor have otherwise dealt with the Subject Property or any part thereof prior to execution of this Agreement.
- (xii) That the Owner has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Subject Property or any part thereof can or may be impeached, encumbered or affected in title or would in any way impair, hinder and/or restrict the development transfer and other activities envisaged under this Agreement.
- (xiii) That the Owner or its predecessors in title have not mortgaged or charged or provided security interest in respect the Subject Property or any part thereof and there is no notice or proceeding for realization or recovery of the dues of the Bank nor is there any notice or proceeding of winding up or bankruptcy or insolvency proceedings under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 or the Companies Act or Insolvency and Bankruptcy Code or before the Debts Recovery Tribunal or before any Court or Tribunal filed or pending against the Owner or its predecessor-in-title.
- (xiv) That there is no difficulty in the compliance of the obligations of the Owner hereunder.



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4. REPRESENTATIONS OF DEVELOPER. The Developer has represented and warranted to the Owner, inter alia, as follows:

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

4.1.1. The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.

4.1.2. The Developer is capable to and shall obtain sanction of building plan and construct New Buildings at the Subject Property at its own cost, charges and expenses and in terms of this agreement.

SECTION III - WITNESSETH

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

5. AGREEMENT AND CONSIDERATION

5.1. The Owner hereby agrees to provide the subject of the Subject Property and hereby grants to the Developer exclusive rights and authority to develop the Subject Property in accordance with the conditions hereinafter contained and in consideration thereof and in fulfillment of the obligations, covenants, terms and conditions contained hereunder on the part of the Owner to be observed, fulfilled and complied with, the Developer has agreed to cause to be constructed the New Buildings and the Building Complex for the mutual benefit as mentioned hereunder and on the terms and conditions hereinafter contained.

5.2. With effect from the date hereof, the Developer shall have the sole and exclusive right, power and entitlement (a) to develop and construct or cause to be developed and constructed the Building Complex at the Subject Property and (b) to manage the Building Complex in the manner and until the period as more fully mentioned hereunder and (c) to the Developer's Allocation and (d) all of the Extras and Deposits and (e) all other properties, benefits and rights of the Developer hereunder or to which the Developer is entitled hereunder. And the Owner shall be entitled to the Owner's Allocation and (f) all other properties, benefits and rights of the Owner hereunder or to which the Owner is entitled hereunder and subject to the terms and conditions hereinafter contained.

5.3. The New Buildings shall be constructed or caused to be constructed by the Developer at its own cost and expense. The Owner hereby agrees to sell, convey and transfer to the Developer its undivided share in the land comprising the Transferable Areas in favour of the Developer and the consideration for the same shall be the share of the Owner in the Buildings.



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5.4 The agreement and the rights of the Developer shall be and remain valid and enforceable at all times and cannot be terminated except only in accordance with any specific terms and conditions mentioned herein.

6 OBLIGATIONS OF OWNER:

6.1 **ATTRIBUTES REQUIRED FOR SUBJECT PROPERTY:** The Owner shall be wholly responsible and liable to make and ensure the availability of the Subject Property towards the development and Transfer in terms hereof. In connection with the Subject Property, the Owner shall be bound to comply with and meet the following criteria and requirements:

6.1.1 **Marketable Title:** The Subject Property and each part thereof shall at all times be absolute freehold property with good and marketable title of the Owner. The Owner shall make out and keep and maintain, at their costs, good marketable title to the Subject Property. The Owner shall be liable for satisfying all buyers and beneficiaries marketable title and for all title and ownership and possession related claims. Any objection or claim of any person due to any reason whatsoever shall be dealt with and settled and removed by the Owner at their own cost. The Owner agrees to answer and comply with all Requisitions or inquiries may be raised by the Developer or its agents or agents thereof within 14 days of receipt thereof.

6.1.2 **Free from Encumbrances:** The Subject Property and each part thereof shall be free of and from all kinds of Encumbrances. The Subject Property shall also be free from any claims or charges by any predecessor in title or any other person and there shall be no restriction or prohibition under the any laws for its development and/or Transfer in any manner. Furthermore, there shall be proper and true custody of all copies of the deeds and government records in respect of the Subject Property and each part thereof.

6.1.3 **Mortgage:** The Owner shall ensure compliance in respect of the Subject Property with the B.L.R. I.R.O., the District Municipality and other Appropriate Authorities with recording of all matters of use commensurate with the development of the Building Complex.

6.1.4 **Consent:** The Owner shall obtain consent of its name in respect of the development of the Subject Property already obtained as 'Commercial Bestu' in the name of the predecessor in title of the Owner and/or to apply for and obtain consent of the Subject Property for the purpose commensurate with the Building Complex.

6.1.5 **General Provisions:** There is to be no claim or interference or obstruction of any other person as regards possession of the Subject Property or any part thereof.



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6.1.6 Direct Access from NE: The Owner shall ensure that the Subject Property has and shall continue to have direct access from the abutting more than 120 foot wide public road namely Durgam High Express Way with a continuous frontage of more than 210 feet along the such road.

6.1.7 Direct Access from Passages: In addition to the direct access from the Durgam High Express Way, the Subject Property also has and shall continue to have access from the connected side common passages as shown in the plan attached hereto duly titled hereon in "COMMON" ("Common Passages"). The Developer and all transferees, owners and occupants of the Subject Property and other persons permitted by the Developer shall have full, free and unobstructed access and right of easement and ingress, egress, passage of men, materials and vehicles along and over the Common Passages at all times and also the right of passage of electricity, water, drainage, telecom and other utilities along over and under the Common Passages without any objection or dispute whatsoever for all purposes connected with the development of the Subject Property and its use and enjoyment by the Developer its agents and representatives and all Transferees and other persons permitted by the Developer.

6.1.8 Boundary Wall and Levelling: The Owner shall provide the Subject Property duly secured by six feet high boundary wall and entirely levelled upto the nearest road level (i.e. ground level of the road).

6.1.9 Fit for Development: The Subject Property is and shall continue to remain fit for development of the Building Complex and Transfer of the Transferable Development Rights.

6.1.10 COMPLIANCE: The Owner shall comply for and obtain all necessary permissions and clearances from the authorities under the Urban Land (Ceiling and Regulation) Act, 1976 and from any other Government or authority as may be required in respect of the Subject Property or to make the same fit for development.

6.1.11 REMOVAL OF HI TENSION LINE: The Owner shall remove or cause to be removed the Hi Tension electric lines passing through the Subject Property in a proper and lawful manner.

6.1.12 DEFECTS/DEFICIENCIES: In case any Encumbrance arises or is detected in respect of the Subject Property or against thereof at any time or in case any defect or deficiency in the title of the Subject Property arises or is detected at any time or there is any claim of possession or occupation by any person in respect of the Subject Property or any other transactions arise in connection with the ownership and the development of the Subject Property, at



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any time, the same shall be rectified and cured by the Owner within 30 days of the same arising.

6.1.11 Errors: In case records of the District L.R.O., Municipality and/or any other Appropriate Authorities contain any error, defect, discrepancy, omission, inconsistency or mis-description in numbering, mutation, area, nature of use, share etc. or require any correction, rectification or change, the Owner shall also cause the same to be applied for correction and rectification within 30 (thirty) days from the date of execution hereof and promised diligently to obtain the same at the earliest or within 30 (thirty) days of the detection thereof.

6.1.12 DUES ON THE SUBJECT PROPERTY: The Owner shall pay and clear upto date land revenue, property tax and any other dues or taxes, if any outstanding in respect of the Subject Property.

6.1.13 COMPLIANCE OF REAL ESTATE LAWS: The Owner shall comply with all requirements of Real Estate Laws as applicable to a land Owner and/or pertaining to land and/or

6.2 DUES AND COSTS AND EXPENSES AND OBLIGATIONS OF OWNER: Dues otherwise expressly mentioned:-

6.2.1 Save as expressly mentioned herein, the Developer shall not be liable for any dues, charges, outgoings and expenses on any account whatsoever in respect of the several obligations of the Owner contained herein and the Owner shall be exclusively liable therefor.

6.2.2 The time for compliance of the several obligations of the Owner shall be within 120 (one hundred twenty) days from the date of execution hereof or if the situation for the same arises thereafter within 120 (one hundred twenty) days of the situation arising.

6.2.3 The Developer agrees to provide necessary co-operation to the Owner in carrying out the obligations of the Owner heretofore contained.

6.3 OTHER DEEDS & OTHER DOCUMENTS:

6.3.1 The Owner shall deliver all original documents and title deeds relating to the Subject Property in its custody pertaining thereto as mentioned in the SCHEDULE hereto in concert with the Developer's Advocate Mr. Deepak Choudhary, of DSP Law Associates, 2 Hare Street, Kolkata-700001, simultaneously with the execution hereof. Upon updation of mutation, conversion etc., by the Owner all documents pertaining thereto shall also be simultaneously delivered in original to the said Developer's Advocate. All documents so delivered to the said Developer's Advocate from time to time



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by the Owner are hereinafter referred to as "the said Documents". Upon completion of sale and transfer of the Units and/or Transferable Areas in the Building Complex, the Developer will have the right to obtain the originals of whatever documents handed over by the Owner to the Developer's Advocate and any further documents that may be deposited with the Developer's Advocate during the course of development, and to deliver the same to the Association of the Transferees of the New Buildings.

6.3.2 The Developer shall be entitled from time to time and at all times to produce, obtain, deliver, give copies and extracts of and from the said Documents before government and para-government bodies and authorities, local authorities, statutory bodies, courts, tribunals, judicial and quasi-judicial forums, service providers and other persons and authorities as may be required and for that to obtain the same from the escrow holder. The Developer shall also be entitled to produce and give/deliver/deposit the said Documents or copies and extracts of and from the said Documents before banks or other financial institutions who would be providing financial loans/advances to the Developer for development of the Subject Property and also provide inspection and give copies thereof to any lender giving loans or advances to the Transferee. The Developer may retain the original documents from the Escrow Holder for all or any of the purposes aforesaid.

7 **POSSESSION:**

7.2 The Owner shall simultaneously with the completion hereof deliver vacant peaceful possession of the Subject Property to the Developer for the purpose of development and management thereof.

8 **PLANNING:**

8.1 The planning and layout for the development of the Subject Property including, inter alia, on the topics mentioned hereinafter, shall be done by the Developer:

8.1.1 The planning of the land and the division of the land into single or multiple complex with different category or classification including residential building complex, commercial building complex, mixed use complex, warehouse complex etc.,

8.1.2 The planning of the Building Complex and the decision on one or more New Buildings size and height each thereof.

8.1.3 The design, concept and layout of the Building Complex and also of landscaping, plantation, natural or artificial water bodies (if any), walkways, driveways, etc., at the Subject Property, the number and area of Residential Units and Non Residential Units, Parking Spaces in one or more New



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Buildings and other portions of the Subject Property and the nature of the constructions and developments of the Subject Property including any underground, ground level or above the ground developments and constructions.

8.1.4 The identification and demarcation of portions of the Subject Property and/or the New Buildings thereon for the different uses;

8.1.5 The Parking Areas, bays and facilities for the Transferees, visitors and outsiders.

8.1.6 Club and/or sporting/entertainment/recreation/health centres, if any planned, for the Transferees and/or for outsiders and the composition, specifications, equipments, installations, services and facilities.

9 DEVELOPMENT IN PHASES:

9.1 The Developer shall be free to plan, construct and continue the construction and development of the Subject Property or any part thereof in such separate or several phases as the Developer may deem fit and proper.

10 SURVEY, SANCTION AND MODIFICATION OF BUILDING PLANS:

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

10.2 **BUILDING PLANS PREPARATION AND APPROVAL:** The Developer shall cause to be prepared the one or more Building Plans and send a copy of the Building Plans to the Owner. The Owner shall within 45 days of receiving each of the proposed plans give their suggestions, if any, in writing to the Developer which shall be seriously considered by the Developer and shall finally lapse for the same for the consideration of the Architects whose decision at the same shall be final.

10.3 **MODIFICATIONS AND ALTERATIONS:** The Developer shall be entitled from time to time to cause modifications and alterations to the building plans or revised building plans in such manner and to such extent as the Developer may deem fit and proper. Provided that in case due to any such modification or alteration the total constructible area gets reduced by more than 3%, the Developer shall obtain the consent of the Owner in respect thereof, whose consent shall not be unreasonably withheld, refused or delayed.

10.4 **SIGNATURE AND SUBMISSION:** The Owner shall sign, execute, submit and deliver all applications, undertakings, declarations, affidavits, plans, letters and other documents and do all acts, deeds and things as may be required by the Developer in connection with the obtaining of sanctions and approvals required to be obtained by



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the Developer for announcing or carrying out the Development at the Subject Property.

- 10.5 APPROVALS FOR DEVELOPMENT:** The Developer shall in its own name or in the name of the Owner apply for and obtain all permissions, clearances, no objection certificates and other approvals required for carrying out the development at the Subject Property, including those required from Pollution Control Authority, Fire Service Authorities, Airport Authorities, Water Authorities, Municipal Authorities or any other Statutory Authorities, at its own costs and expenses.
- 10.6** If in case of any sanction or approval in respect of the Subject Property already obtained requires to be updated, renewed or revised or obtained afresh, the same shall be so done by the Owner or by the Developer at the costs and expenses of the Owner and the Owner shall act as per the requests and requisition of the Owner in a prompt and diligent manner.

11 CONSTRUCTION OF THE BUILDING COMPLEX

- 11.1 DEMOLITION:** The Developer shall demolish existing structures, if any, at the Subject Property and appropriate the proceeds realized from disposal of debris etc., to its own benefit.
- 11.2 CONSTRUCTION:** The Developer shall construct and build the New Buildings and other constructions and developments at the Subject Property and erect and install the Elevators, Escalators and installations in accordance with the drawings of the Developer and shall ensure compliance of the Building Plans and norms stipulating the same. The Developer shall have the sole and complete responsibility in respect of all aspects of development and construction including the construction, elevation, landscaping, roadways, walkways, drainage, fixtures or accessories of the Subject Property and different portions by way of walls or fencing or any other means whatsoever, putting up of signages etc.
- 11.3 FINISH CONSTRUCTION:** The Developer shall construct erect and carry out the development at the Subject Property in a good and workmanlike manner with good quality of materials and specifications as mentioned in the **FINISH SCHEDULE** hereto and equivalent substitutes thereof. The Developer shall handle and tackle local laws which may arise. The Developer shall construct and build the New Buildings in accordance with the Building Plans and all sanctionable modifications and alterations thereof and do all acts deeds and things as may be required for the said purpose in compliance with the provisions of all relevant acts and rules in force at the relevant time. The construction shall be done by the Developer in compliance of the local requirements.



11.4 REAL ESTATE LAWS. The Developer shall comply with all necessary requirements under the Real Estate Law required to be complied with by a promoter constructing a building thereon.

11.5 MANAGEMENT AND CONTROL. With effect from the date of execution of this Agreement, the Developer shall have exclusive and unobstructed right to administer building complex. The rights and authorities of the Developer shall include the following:

11.5.1 The Developer shall be free to set up an office, put up the boardings/boards, bring out brochures and commence preliminary works for Transfer of the proposed Complex at the Developer's cost.

11.5.2 The Developer shall with effect from the date hereof be entitled to display the board/boarding of the Developer and this Project at the Subject Property and the Building Complex.

11.5.3 The Developer shall obtain necessary partial and/or full Completion/Occupancy Certificate from the District Municipality if so and demanded by them.

11.5.4 The name of the Complex shall be such as the Developer may decide. The names of each phase/segment/portion/building shall also be decided by the Developer.

11.6 TEAM: The Architect for the Building Complex and the entire team of people engaged for the execution of the Building Complex shall be such person as may be selected and appointed by the Developer. All persons employed by the Developer for the purpose of construction such as architects, contractors, labourers, carpenters etc., shall be the responsibility of the Developer from and/or employees of the Developer and the Developer shall not in any way be liable or responsible for their salaries, wages, remuneration etc. or flow acts in any manner whatsoever and shall have no responsibility towards the architect and/or contractors labourers etc. or for the compliance of the provisions of labour laws, payment of wages, payment of P.F., E.S.I. and maintenance of records of labourers etc. and all the responsibilities in this regard shall be the Developer and the Owner shall be kept protected and harmless against any action if taken against the Owner for non-compliance or violation of the said provisions.

11.7 UTILITIES: The Developer shall be entitled to apply for and obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the proposed Complex, at its own cost.



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11.1 COMMON AREAS AND INSTALLATIONS: The Developer shall identify the Common Areas and Installations in the Subject Property meant jointly or individually for all or any of the following:

- (i) Individual New Buildings and other types of developments and/or the Subject Property as a whole and/or different phases thereof;
- (ii) Different types and category of Transferees and/or use of the Transferable Areas;

11.2 The Developer shall provide for the availability of Common Areas and Installations on a phase wise basis providing for:-

- (i) Passages, pathways and driveways for ingress and egress by users of the Subject Property as developed from time to time;
- (ii) Electricity, drainage and sewerage and water connections with necessary constructions and equipments therefor;
- (iii) Lifts/escalators/elevators wherever applicable in the New Buildings;
- (iv) Any other area, installation or facility that the Developer may provide at the Subject Property;
- (v) Identification and use of Common Areas by all or any owners, occupiers or users of different Phases as applicable in such manner as the Developer may deem fit and proper.

11.3 MANAGEMENT, CONTROL & ADMINISTRATION: With effect from the date of execution of this Agreement, the Developer shall have exclusive and unobstructed right to administer Building Complex. The Seller hereby agrees and confirms that the Developer shall have all the authority to carry out the planning and development of the Building Complex fully and in all manner with sole and exclusive management, control and authority. The Developer shall be entitled to:-

- (i) Erect, install and/or operationalise the phase wise Common Areas and Installations in phases and gradually;
- (ii) Allow or permit use of the Common Areas in parts or whole or phase wise as the Developer may decide;
- (iii) Allow or permit only provisional and/or partial use of any of the Common Areas and Installations until completion of Construction of the Building Complex or until such earlier time as the Developer may deem fit and proper;



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- (iv) Change the location, dimensions, capacity or any other physical or in-built specifications of any Common Areas and Installations in phases and from time to time to erect, install or add any Part or any new phase or other parts of the Subject Property;
- (v) Erect temporary or permanent boundary between the different phases and to remove the same at any time or upon the completion of the later phase as the Developer may deem fit and proper;
- (vi) Impose restrictions and conditions for the use of the Common Areas and Installations;
- (vii) Charge, demand, receive or realize any Entry or Deposits in connection with any Common Areas and Installations;
- (viii) Provide for common or separate entrances and other Common Areas and Installations for different classified management/phases/groups of Transferees.

11.10 AREA: The carpet area and built-up area in respect of all the Units shall be as per applicable Real Estate Laws and shall be provided by the Developer and the super built-up area in respect of all the Units and other Transferable Areas in the Building Complex shall be such as be determined by the Developer.

11.11 CALCULATION OF PROPORTIONATE SHARE: The proportionate share in land and in the Common Areas and Installations attributable to any Unit shall be determined by taking the ratio in which the carpet area of such Unit bears to the total carpet area of all the Units for the time being in existence in the New Buildings. Proportionate share as proportionate share in the Common Areas and Installations of all the Buildings are concerned shall be determined by taking the ratio in which the carpet area of any Unit bears to the total carpet area of all the Units in the concerned building. The parties shall, in all cases, unless otherwise required by law, be bound to use the basis of determination of proportionate share as aforesaid.

11.12 CO-OPERATION: For all or any of the purposes mentioned hereinabove and required by the Developer, the Owner shall render all assistance and co-operation to the Developer and sign execute submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time promptly and without any delay, failing which the time periods for construction by the Developer shall stand automatically extended by the periods of delay on the part of the Owner.

11.13 TIME FOR CONSTRUCTION AND COMPLETION



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11.131 TIME FOR CONSTRUCTION: Subject to the Owner not being in default in compliance of their obligations hereunder, the Developer shall complete the construction of any New Building phase and stand from time to time and each such phase shall be constructed within 6 (six) years of the last of (a) the date of sanction of the Building Plans and commencement of construction pursuant thereto, (b) the grant of Consent to Establish by the environment authorities all clearances and approvals by the appropriate Government authorities to commence and carry out the development and (c) registration of the concerned phase under the Real Estate Laws. There shall be an extended period of 12 (twelve) months beyond the time for construction mentioned above.

11.132 COMPLETION OF CONSTRUCTION: The Developer shall be deemed to have constructed and completed any constructed area in the Building Complex if the Developer has constructed the same in conformity as per the special specifications and provided reasonable ingress and egress, within temporary or permanent water, electricity and drainage connections (if and to the extent applicable for such constructed area) and obtained the final Completion Certificate of the Architect in respect thereof.

11.133 Without affecting the provisions of Completion of Construction as stipulated above, it is clarified as follows:-

- (a) The Developer shall be at liberty to carry out Completion of Construction phase wise and obtain partial completion certificates.
- (b) The elevation works and decoration and landscaping works, roof and land level works, pavements, permanent connections relating to the common facilities may be part of the last phase of construction of the Building Complex.
- (c) The Developer shall apply for and obtain Occupancy Certificate from the Building Municipality if granted by such municipality after Completion of Construction.

11.134 COSTS AND EXPENSES: All costs and expenses for sanctioning of plans including fees of the Architects and all fees, taxes and charges payable for sanction, modification, alteration and/or revision of building plans, all costs of construction and development of the Subject Property and the construction activities mentioned above shall be borne and paid by the Developer.

11.14 RESERVATION BY OWNER: The Owner and their authorized representatives shall have at all times upon intimation the Developer, the right and liberty to inspect the construction work at the said premises without however interfering with such works of construction. The Owner shall address any queries only to the Developer.



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12. TRANSFER AND MANNER

12.1 TRANSFER: The Transfer of the Building Complex and all Transferable Areas therein shall be under the control and management of the Developer. The parties shall Transfer the Transferable Areas to the Transferees selected by the Developer wherein the proportionate undivided shares in the land attributable to the concerned Transferable Area shall be Transferred or agreed to be Transferred by the Owner in the manner hereinafter provided and the consolidated areas and all other rights, title or interest shall be Transferred or agreed to be so done by the Developer and the Owner collectively in the manner hereinafter provided. The Transfer of the proportionate share in the land shall be completed upon completion of the Transferable Areas or at such other time as the Developer may require and the consideration for the same and any other right, title or interest thereunder transferred by the Owner shall be the Resolutions forming part of the Owner's Allocation. Provided that the Owner shall execute and register the final Transfer deeds or deeds upon construction of the concerned Transferable Area and submit the same to the receipt of the share of Resolutions in respect of the concerned area hereby conveyed in terms hereof.

12.2 MANNER OF TRANSFER: The parties agree to the following terms and conditions in respect of the Transfer:-

12.2.1 Authority of Developer: The Developer shall have the sole and exclusive right to conduct the day to day management aspect of the Building Complex and all Transferable Areas therein under the rules and subject to the conditions hereinafter contained.

12.2.2 Rate and Date for Transfer: The transfer booking in respect of any Transfer shall be finalized by the parties within a maximum period of booking (hereinafter referred to as "Maximum Rate"). Any rate below the Maximum Rate shall be done by the Developer only with prior written consent of the Owner.

12.2.3 Publicity and Branding: The Developer shall be entitled to advertise for Transfer of the Units, Parking Space and other saleable spaces/constructed areas in the Building Complex in all media. The branding in respect of the Building Complex shall be done by the Developer using its group name and brand and those of the marketing agent and other concerned persons.

12.2.4 Marketing Agents: The Developer may select, appoint or discontinue the Marketing Agents, brokers, sub-agents and other agents for Transfer of the Transferable Areas at such charges and terms and conditions as they may deem fit and proper.

12.2.5 Bookings and Allotments: The Developer shall accept bookings and make allotments, in respect of any Unit, Parking Space or other Transferable Areas



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in the case of any Transferees, the said Transferees or withdraw the same if the situation so warrants according to the provisions hereof at the agreed rates and prices.

12.26 Signature in Agreements and Deeds: The agreements and final Transfer deeds or deeds relating to Transfer of the Units, Parking Spaces and other Transferable Areas shall be executed by both the Owner and the Developer. The Developer shall be at liberty to sign the concerned agreement and deed on behalf of the Owner pursuant to the power of attorney to be conferred to it hereunder or in pursuance hereof.

12.27 The Developer shall deliver possession of the Transferable directly to the Transferees thereof.

12.3 ADVOCATES: All documents of transfer or otherwise shall be such as be drafted by DSP Law Associates, Advocates of 4D House, House, 1B & 2, Hans Street, Kolkata-700001.

12.4 MARKETING AND ADVERTISEMENT COSTS: The marketing and publicity with regard advertisements shall be done by the Developer. The Owner shall be liable to pay to the Developer 3% towards publicity, advertisement costs and marketing costs and 2% towards brokerage and the applicable Goods and Service Tax thereon. The Owner hereby agrees to the adjustment of a sum equivalent to 5% (five percent) of the Owner's Realization Share towards the share of the marketing and publicity costs as stipulated and the applicable Goods and Service Tax thereon from the Owner's Share of the Realizations.

12.5 DEFERRED P.C. TO TRANSFEREE: If any liability, interest, damage or compensation is payable to any Transferee or other persons relating to the Building Complex, in excess than due to delay or default from the part of the Developer or the Owner or any of their respective agents or servants, then in accordance with the agreement to be entered with the Transferee, the same shall be payable by the party as the Agreed Ratio.

12.6 LOANS BY TRANSFEREES: The Transferee shall be entitled to take housing loans for the purpose of acquiring apartments and Transferable Areas launched from banks, institutions and entities providing such loans. The Owner and the Developer shall render necessary assistance and sign and deliver such documents, papers, etc. as be required in this regard by such banks, institutions and entities. Provided that there is no monetary liability for repayment of such loans or interest upon them or any of them that may charge or lien on the Building Complex/subject Property except the Unit and appurtenances under sale or Transfer and any those mentioned due to non-compliance of the agreement with the Transferee and to the extent to be mentioned in the agreement for sale to be entered with them. The liability arising out of any such transactions shall be to the account of the party which is in default.



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13 **FINANCE AND MORTGAGE:** The Owner hereby agrees and permits the Developer that at any time on or after construction works worth a sum of Rs.15,00,00,000 (Rupees fifteen crores) having been done at the Subject Property as per certificate by a Chartered Engineer, the Developer may obtain loans and finance of upto Rs.15,00,00,000 (Rupees twenty five crores) only for development of the Subject Property from any Banks and/or the Financial Institutions and/or Non-Banking Financial Companies and/or International Foreign Direct Investors by mortgaging and charging the land of the Subject Property and the Developer's Adornment but without however creating any financial obligation upon the Owner and without creating any charge or lien on the Owner's Realization Share. The Developer agrees that the finance shall be used only for the Building Complex. The Developer shall indemnify and keep the Owner fully indemnified against any loss (damage cost claim or suit or proceeding suffered by the Owner owing to any delay or default in repayment of the amounts and date against any such arrangement by the Developer. The Owner agrees from time to time to provide documents, confirmations and no objections and all documents as may be required for such mortgage or charge to be created by the Developer and also agrees to sign necessary loan and other agreements and power attorney with the bankers or financiers in connection with the same.

14 **SECURITY DEPOSIT:**

14.1 The Developer shall deposit with the Chartered Engineer of Rs.5,00,00,000 (Rupees five crores) only (being only) only as and for the purpose of refundable Security Deposit for the period referred to as "Security Deposit" as per clause 14.2 below:

14.1.1 Rs.2,00,00,000 (Rupees two crores) only to be paid before the execution of the Agreement hereof (the amount of the Security Deposit to be hereby as also by the Developer and the Owner herewith) and the same shall be acknowledged.

14.1.2 Rs.3,00,00,000 (Rupees three crores) only on receiving sanction of the Building Plan in respect of the Subject Property from the Appropriate Authority.

14.2 **REFUND OF SECURITY DEPOSIT:** The Security Deposit shall be refunded by the Owner by allowing adjustment of the entire Owner's Realization Share towards the adjustment of the Mortgage and Building Costs till complete full repayment of the said Security Deposit and the said amount shall be refunded by the Owner simultaneously with the Completion of Construction of the first phase.

14.3 Save under the provisions of default or breach of contract, no interest shall be claimed by the Developer on the Security Deposit.

15 **RESALE, TRANSFER AND REDEMPTION AND DISTRIBUTION:**



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15.1 The Owner shall be entitled to 32% (thirty-two percent) of the Realizations and the Developer shall be entitled to (a) 45% (forty-five percent) of the Realizations and (b) the entire amount of all Extras and Deposits.

15.2 **MODES OF DISTRIBUTION:** The Developer shall be entitled to receive the Realizations (including booking amounts, earnest money, part payments, consideration, Extras, Deposits and other amounts on any account receivable from the Transferees and other persons in respect of the Building Complex. All Extras, Deposits and amounts other than the Realizations shall be taken separately by the Developer in the name of the Developer and all Realizations shall be deposited in a separate bank account of the Developer ("Special Account"). There shall be standing instructions to the bank holding the Special Account about transfer of the funds from the Special Account as follows:

15.2.1 The entire Pass-Through Charges shall be transferred to a specified bank account of the Developer for the Developer to comply with the formalities.

15.2.2 In addition to the amount to be transferred with Pass-Through Charges as per clause 15.2.1 above, the following transactions shall take place from the balance lying in the Special Account:

(i) An amount equivalent to 2% (two percent) shall be retained in a separate specified joint bank account of the Developer and the Owner to meet the payments on account of the construction/execution of the bookings made by the applicants and other contingencies. This amount shall be credited to and kept in the said account as a Contingency Fund and the balance lying in the said account shall be shared between the Developer and the Owner as per the Building Complex is sold. However, in case of there being any shortfall in the Contingency Fund as per the said agreement, the parties shall contribute the shortfall as Agreed between the Owner and the Developer within 7 (seven) days of being notified in writing by the Developer.

(ii) An amount equivalent 2% (two percent) payable by Transferees in respect of Owners' Realization shall be retained in a separate bank account of the Developer as the Pass-Through Charges for the purpose;

(iii) 1.75% (one decimal percent) plus Goods and Service Tax on the same, shall be retained in a separate bank account of the Developer towards advertising, Marketing and Promotional Costs payable by the Owner and the same shall belong to the Developer.

(iv) 33.5% (thirty-two decimal and five percent) Goods and Service Tax and TDS payable as per clauses (ii) and (iii) above, shall be credited to the specified bank account of the Developer towards *pro*



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same refund of the Security Deposit. This transfer shall continue until readjustment of the Security Deposit, whereafter the same shall be remitted to the specified bank account of the Owner.

(v) 63.70% (sixty-three decimal seventy percent) shall be remitted to the specified bank account of the Developer to belong to the Developer.

(vi) It is clarified that the amounts mentioned in sub clauses (ii) to (iv) along with 35% of the amount mentioned in sub clause (i) of clause 15.2.2 above constitute the Owner's Realization Share of the concerned amount deposited in the Special Account and the amounts mentioned in sub clause (v) along with 65% of the amount mentioned in sub clause (i) of clause 15.2.2 above constitute the Developer's Realization Share of the concerned amount deposited in the Special Account.

(vii) It is further clarified that the distribution as per clause 15.2.2 and its sub-clauses above shall be subject to the provisions of the laws for the time being in force including the Real Estate Laws and if more than one account are opened in accordance with the laws, then the account from which disbursements shall be remitted under law shall be treated as the Special Account.

15.3 EXPENSES AND DEPOSITS: All Expenses and Deposits that may be agreed to be charged by the Developer directly from any Realizations shall be taken and deposited by the Developer separately in its separate bank accounts. The Developer shall be free to add to the particulars of Expenses and Deposits as mentioned in the **FOURTH SCHEDULE** hereunder written. The amount outstanding with the Developer on account of the same shall upon formation of the Association in respect of the Building be handed over to such Association by the Developer after adjusting the same to the amount receivable by the Developer.

15.4 AGENT ENGAGEMENTS: The Developer shall be and is hereby authorized to issue receipts on behalf of itself and the Owner for the amounts so received which shall fully discharge the Owner and the Developer.

15.5 ACCOUNTS: The Developer shall send to the Owner monthly account statements in respect of debits and credits pertaining to the title of Transferable Areas and the Special Reserve Account as contemplated above.

15.6 ERRORS AND OMISSIONS: All payments made by the parties to each other shall be subject to any errors or omissions and the consequent accounting and collection, when detected.



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- 15.7 CONSEQUENCES OF CANCELLATION:** In case due to cancellation of any building or improvement contracts or any other reason, any part of the Realizations become refundable or payable to any Transferee over and above the balance in the Contingency Fund, the Owner and the Developer shall refund and pay the same to the extent received by them respectively and if any interest or compensation is payable to any Transferee otherwise than due to default of the Owner or the Developer, the Owner and the Developer shall bear and pay the same in the Agreed Ratio.
- 15.8 ACCOUNTS:** The Developer shall maintain proper separate accounts pertaining to all the transactions relating to Transfer of the Units in the Building Complex received by the Developer in connection therewith.
- 15.9 RECORDS AND INSPECTION:** The records of Transfer of the Complex shall be kept at the place of business of the Developer in its office and the Developer shall not change the place without giving advance written notice to the Owner in respect of the new place so fixed by the Developer. The Owner shall have at all times full and free access and liberty to inspect such separate accounts of the Developer relating to transactions for Transfer of the Complex for the purpose of accounting and auditing. The parties shall, if so required by the Developer or found necessary, make all necessary entries and adjustments in the respective books of accounts in respect of their respective shares arising from the Transfer of the Complex.
- 15.10 FINAL ACCOUNTS:** After fulfillment of the Agreement or at such time as the parties mutually agree, the final accounts pertaining to the entire period of performance of this Agreement shall be made and finalized by the parties.
- 15.11 ACCEPTANCE OF ACCOUNTS:** The accounts as on any given date shall be prepared, audited and accepted (save for any errors or mistakes on the face of the accounts) by the parties from any party if required in respect thereof within 15 days of the date of such given date.
- 15.12 ADDITIONAL BANK ACCOUNTS:** In case the Developer, as requires, one or more additional bank accounts may be opened in the name of any other bank for which the Developer on behalf of the Owner shall sign all such relevant necessary documents and provide all necessary co-operation.
- 15.13 FINALITY OF MODUS OF DISTRIBUTION:** The modus of distribution mentioned above shall not be challenged or disputed by the Owner or the Developer unless the prior mutual written consent of the parties and in case the same is required to be changed, the principles mentioned in Clause 15.2 shall be implemented and the alternative modus mutually agreed upon by and between the parties hereto.
- 15.14 OWNER'S LIABILITY TOWARDS CREDITORS AND DEPOSITORS:** The Owner shall not be liable to make any contribution in respect of Loans and Deposits in respect of the Transferable Areas that are not to be sold/assigned in as much as



the same shall be collected from the Transferees thereof. The Owner shall however pay the Extras and Deposits in respect of transferable and/or separate areas identified to form part of the Contingent Residual Areas of the Owner and payment for the same shall be made at the same rates as the Transferees have paid the same.

16 CONTINGENT RESIDUAL AREAS

16.1 **Contingent Residual Areas:** In case a period of 30 (Thirty) days from the date of Completion of Construction of the New Buildings in any phase, there be or remain unallocated Transferable Areas (for which no agreement is entered with any Transferee) which shall be the Contingent Residual Areas, the parties shall, upon notice in writing given by either party to the other allocating separate allocation and within 10 (Ten) days of delivery of such notice, by mutual consent divide and allocate separate areas in the Building Complex of the concerned phase and the following terms and conditions shall apply in connection therewith.

16.1.1 The Owner and the Developer shall be allocated and be entitled to identified units or portions of the Contingent Residual Areas as per the Agreed Ratio. However, if any part of the Escrow Account Amount remaining unrefunded to the Developer or any other amount payable by the Owner to the Developer on any account remains unpaid to the Developer, then out of the Contingent Residual Areas allocable to the Owner, the Units in that phase containing so much of area as would be equivalent to the unrefunded amounts and other dues, if calculated at the then prevailing booking rates in the Building Complex, shall be adjusted and be excluded from being part of the allocation of the Owner and therefore form part of the Developer's Allocation for all intents and purposes.

16.1.2 The location of the respective identified areas of the portions comprised in the Contingent Residual Areas shall be demarcated on possession plans and the areas so identified for the Owner shall along with the interest together with the improvement share in the land comprising the building footprint and Common Areas and Installations and the areas so identified for the Developer shall belong to the Developer together with the improvement share in the land comprising in the concerned phase of Common Areas and Installations.

16.1.3 All other areas agreed to be transferred or transferred prior to separate identification shall continue to be administered jointly by the Owner and the Developer on the terms and conditions mentioned in this Agreement.

16.1.4 In case, while demarcating and allocating the respective allocations of the areas as aforesaid, it is found that the areas in any of the Transferable Areas cannot be allocated exactly, then the party receiving the area shall be paid by the party receiving more area a mutually agreed monetary compensation to be based on valuation as per the prevalent rates thereof.



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16.1.3 The Developer shall deliver the separate Owner's Allocation to the Owner and retain the Developer's Allocation for its own use or the use of its transferees thereof.

16.2 Transfer of the Contingent Residual Areas: The Owner and the Developer shall be entitled to deal with and dispose of their respective separately identified allocation forms as part of the Contingent Residual Areas to such persons and at such times and conditions as they may respectively deem fit and proper Provided However That:

(a) After the identification of the Contingent Residual Areas, the Owner shall be entitled to execute Agreements for sale and other deeds and documents in favor of the Transferees of the Contingent Residual Areas comprised in the Owner's Allocation and if necessary, execute the same. If requested by the Owner, the Developer shall join as a party in such documents without incurring any additional costs or expenses. The dealings of the Owner with regard to the Owner's Allocation shall not in any manner create or create any additional financial or other obligations upon the Developer.

(b) The Owner do hereby accord consent and authorization to the Developer to enter into the agreements and contracts with the prospective Transferees in respect of the Contingent Residual Areas comprised in the Developer's Allocation or any part thereof without making the Owner a party therein. However, if so required by the Transferees, the Owner shall, notwithstanding the consent and authorization hereby accorded without charging any consideration thereon, join as a confirming party in all such agreements and contracts.

(c) The Developer shall make any necessary arrangements in respect of any loan which is or may be required to or connected with or otherwise affects or influences the scope of the transfer, sales and dispositions of the parties hereinabove.

(d) Any transfer by any party shall be at its own respective risks and consequences.

(e) The sale of the Units may be done in stages or built-up or super built-up or other ways as the Developer may from time to time decide for the entire or any part of the Building Complex.

(f) All amounts and considerations payable by the Developer under any agreements, contracts and deeds in respect of the Contingent Residual Areas comprised in the Developer's Allocation shall be to the account of and shall be secured, realized and appropriated by the Developer exclusively and the Owner shall have no concern thereon.



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- (vii) Subject to the other provisions of all accounts and consideration receivable by the Owner in respect of contracts and deeds in respect of his portion of the Owner's Allocation shall be received realised and unexpended by him exclusively and the Developer shall have no concern therewith.
- (viii) The Owner shall cause to be paid by the pending Transferees of the Owner's Allocation, the Extras and Expenses in favour of Developer at the time of Allocation.
- (ix) The parties shall appoint one or more valuation marketing agents to be decided by the parties mutually.

16.3 **Notice of completion of the Owner's Contingent Residential Areas:** The delivery from time to time of the Contingent Residential Areas identified exclusively for the Owner shall be intimated by the Developer to the Owner by way of 7 (seven) days notice in writing. Within 15 (fifteen) days of the Owner receiving such Notice to take possession, the Owner shall take possession of the notified areas. Unless the Owner takes possession within 15 (fifteen) days of receiving the Notice of Completion as aforesaid, they shall be deemed to have taken possession of such notified areas on expiry of the notice period of 15 (fifteen) days.

16.4 **General:** All other terms and conditions of this Agreement shall apply mutatis mutandis.

17. GENERAL RULES AND REGULATIONS CONCERNING THE COMMON PURPOSES:

17.1 **OWNERS' OBLIGATIONS:** The Owners, the Developer and all transferees of their portions shall be bound to observe and pay the expenses and outgoings and to comply with the rules, regulations and bye-laws which may be framed by the Developer and adopted for execution by the Owners in consultation with the Developer. The Owners, while dealing with or entering into any agreements and arrangements in transfer of their respective allocations or any part thereof, the Owner and the Developer shall respectively faithfully interpret all rules, regulations, regulations and conditions framed by the Developer in consultation with the Owner as aforesaid.

17.2 MAINTENANCE IN CHARGE:

17.2.1 The Developer shall upon Completion of Construction of the Building provide from one to more Maintenance Schemes and the Association for the Common Purpose and till then the Developer or its agents shall be in charge for the Common Purpose. It is mutually agreed and understood that as long as the Developer or its agents or the Maintenance in charge, the Owner and/or their nominees or transferees shall not hold it liable or



responsible for rendering any account or explanation of any expenses incurred. Further the Developer shall be bound to continue with such responsibility of administration of the Common Purposes beyond 6 (six) months from the Completion of Construction of the Building Complex.

17.2.2 Until formation of the Association and handover of the charge of the Common Purposes or any aspect thereof to the Association, the Developer shall be free to appoint different agencies or organizations for any activities relating to Common Purposes at such considerations and on such terms and conditions as the Developer may deem fit and proper in consultation with the Owner. All charges of such agencies and organizations shall be part of the Common Expenses.

17.2.3 Notwithstanding any formation of Association or handover of charge to it, neither the Association nor the members thereof or any transferee shall be entitled to frame any rule or regulation or decide any condition which may affect any right or privileges of the parties hereto.

18. COVENANTS BY THE OWNER:

18.1 The Owner hereby covenant with the Developer as follows:

18.1.1 That the Owner hereby covenants that all and every representation made by the Owner hereinabove are all true, correct and exact and covenant to defend each and every representation that is made and the failure in such performance or detection of any error, omission (in whole or wholly) or breach of the foregoing shall constitute breach and default of the terms and conditions of this Agreement by the Owner and all consequences in respect thereof shall be for and to the benefit of the Developer by the Owner.

18.1.2 That with effect from the date of hereinafter, the Owner shall neither sell, transfer, let out or otherwise dispose of the Subject Property or any part thereof or any development to be made thereon save only as may be permitted expressly herein.

18.1.3 That the Owner shall not be entitled to assign this Agreement or any part thereof from the date hereof without the prior consent in writing of the Developer.

18.1.4 That the Owner shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and shall not permit any act or omission contrary to the terms and conditions of this Agreement at any time.



18.1.5 That the Owner shall not cause any interference or hindrance in the modification/addition of items of Building Plans in terms hereof, construction and development of the subject Property by the Developer and/or Transfer of the Developer's Allocation and not to do any act deed or thing whereby any right of the Developer hereunder may be affected.

18.1.6 That for all or any of the purposes contained in this Agreement, the Owner shall render all assistance and co-operation to the Developer and sign execute submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time.

18.1.7 That the Owner shall ensure that it shall not act in any manner which is detrimental to this Agreement or seek to vary the terms and conditions of this Agreement and shall keep the Developer and all persons deriving right from the Developer fully saved harmless and indemnified from and against all losses, damages, costs, claims, demands, actions or proceedings that may be suffered or incurred by them or any of them in this regard.

18.1.8 The Owner will bear and pay any and all impositions levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force on the Owner's Allocation.

18.2 COVENANTS BY THE DEVELOPER. The Developer doth hereby covenant and agree as follows.

18.2.1 That all the above representations made by the Developer hereinabove are all true and correct and agree and consent to perform each and every obligation.

18.2.2 That the Developer doth hereby covenant and agree with the Owner not to do any act deed or thing whereby any obligation of the Owner hereunder may be frustrated or the Owner is prevented from acting or proceeding with the discharge of the obligations of the Owner hereunder.

18.2.3 That the Developer shall observe the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of the same without any delay or default and shall not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.

18.2.4 That the Developer shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Owner and may enter upon a partnership, company or joint venture, collaboration, tie-up with any person or persons in appointment Developer as the



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Developer may deem fit and proper. However the obligations of the Developer hereunder shall not be affected thereby.

18.3 GST AND TDS ETC.:

18.3.1 The parties shall respectively discharge statutory compliances in respect of TDS or Income Tax related compliances as well as Goods and Service Tax in respect of their respective rights, benefits and obligations under or arising out of this agreement. As for the Taxable Areas other than the Government Residual Areas, the Developer shall be solely responsible for the compliance of collection and deposit of Goods and Service Tax, where there be any statutory requirement which obliges the Owner to register or pay when the Owner shall comply with same.

18.3.2 The Owner will bear the GST or any other tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force pertaining to the share of the Owner as per Agreed share in the build areas on the date of issuance of Completion Certificate or otherwise on the Owner's Allocation, if and as applicable and the same shall be paid within 7 days of demand by the Developer to the Owner. The Developer will bear the GST or any other tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force pertaining to the Developer's share, if and as applicable.

18.3.3 Notwithstanding to the provisions in the contract contained herein, the parties hereto shall be deemed to be in default in performance of their obligations or liabilities under or arising out of the extent of the performance of the relative obligations or liabilities by the existence of the default in performance of the performance of the obligations or liabilities during the duration of the contract.

18.4 POWER OF ATTORNEY:

18.4.1 The Owner shall with the execution of these presents execute and/or register one or more Powers of Attorney in favour of the Developer and/or the Developer's authorized persons being namely Mr. [Name] and [Name] or such other persons may be nominated from time to time granting all necessary powers and authority to execute and implement this Agreement (including for the purpose of modification/alteration of Building Plans, construction and development of the Subject Property and all other necessary permits/licenses thereat, and to receive the transfer of the Title deeds and shares in and all share right and interest of the Owner in the Building Complex, other than any portion of the Government Residual Areas or any other legal action relating to modification of the agreement that affects the Owner along with the Developer) and also otherwise execute the agreement and agree not to revoke or alter the same and such power shall be deemed to be the substance of this Agreement.



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- 20.2 If any further powers or authorities be required by the Developer at any time for or relating to the purposes mentioned herein, the Owner shall grant the same to the Developer and/or its nominees at the latter's costs and expenses and agree that the same shall also subsist during the subsistence of this Agreement.
- 20.3 **AUTHORITY AND ADDITIONAL POWERS:** It is understood that to facilitate the Building Complex and Transfer of Transferable Areas and administration of the Building Complex and various acts deeds matters and things not herein specified may be required to be done by the Developer for which the Developer may need the authority of the Owner for making or signing of various applications and other documents relating to which specific provisions may not have been mentioned herein. The Owner hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owner shall execute any such additional Power of Attorney and/or authorization as may be reasonably required by the Developer for the purpose and the Owner also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer.
- 20.4 The said power or powers of attorney to be so granted by the Owner to the Developer and/or its nominees shall form an integral part of this Agreement and the Owner shall not be entitled to modify or alter the same without the prior written consent of the Developer.
- 21 **PROPERTY TAXES AND OUTGOINGS:** Till the date of the execution hereof, all Charges, taxes and outgoings (including cesses) on account of municipal/property tax, wealth tax and other outgoings shall be borne and paid by the Owner and those arising for the period thereafter and until Completion of Construction in such phase shall be borne and paid by the Developer. Provided That upon construction of any phase of Development at the Subject Property and before, taxes and outgoings shall be borne, paid and discharged by the Developer and for non-developed areas by the parties hereto in the Agreed Ratio.
- 22 **ADDED AREAS:** In case the Owner or any person claiming through under or in trust for it or any group or associate company or organization or person acquire any property not forming part of the Subject Property but adjacent thereto, then the Owner shall be bound to give a first right of refusal in respect thereof to the Developer on a ratio to be mutually agreed between the parties but otherwise on the same terms and conditions as applicable to the Subject Property.
- 23 **DUE DATE FOR PAYMENT GENERALLY:** Any amount required to be paid or contributed by any party in terms hereof shall unless otherwise expressly mentioned herein, be paid by the concerned party to the other party within 15 (fifteen) days of the concerned party raising its demand in respect thereof and failure to pay shall attract interest @ 12% (twelve percent) per annum thereon.



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30 **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions, correspondence and agreements between the Parties, whether written or oral.

31 **PART ENFORCEABILITY:** If any provision of this Agreement or the application thereof to any circumstances 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 shall be determined by the court or administrative body. The Parties agree, in the event any provision of this Agreement shall be found by any court or administrative body to be invalid, void or unenforceable, to use all reasonable endeavors to substitute any invalid or unenforceable provision with 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.

32 **CONSENT ACTIONS:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is in writing executed by the Parties and the Developer.

33 **FORCE MAJEURE CONSEQUENCES:**

OWNER: In case the Owner fails to make and maintain a schedule for the Subject Property in the amount or within the period stipulated in the Agreement and/or neglects to perform all or any of their obligations under the Agreement in the manner specified in the Agreement therefor, the Developer, upon notice, is entitled to suspend the work for a period of 30 (thirty) days. If the Owner does not comply with the Agreement to remedy the same within the time specified, the Owner shall be liable to pay interest @ 15% (fifteen percent) per annum on the Society Demand note for the time being outstanding for the Developer on any amount relating to the Building Complex. In addition and Transfer, for the period of delay and interest affecting the completion of the Project, the Developer shall be entitled to take any one or more of the following courses in any or all of the matters to the Developer shall deem

to be necessary and attempt the compliance of the obligation under default, at the cost and expense of the Owner and by signing such documents and in such manner and on such terms and conditions as the Developer may deem fit and proper and without being liable to the Owner for the cost of such attempt. The cost taken for such attempt shall be added to the Society Demand note and shall be added to the Society Demand note granted to the Developer under Clause 11.13.1 hereof.



33.1.2 To include the portion or portions that be the subject matter of such default from being part of the Subject Property and to continue the Project in the balance portion. In case of any such inclusion, the Subject Property shall be varied accordingly.

33.1.3 To sue the Owner for specific performance of the contract.

33.1.4 To amend the contract entered into in respect of whole or part of the Subject Property and in such case the consequences of Cancellation as mentioned in Clause 33.3 shall be applied.

33.2 **EFFECTS OF THE DEVELOPER CARRYING OUT THE OBLIGATIONS OF THE OWNER:** In case the Developer, assuming the compliance of the obligation of the Owner under default, the amounts, costs and expenses paid or incurred by the Developer together with interest @ 15% (fifteen percent) per annum thereon shall be the liability of the Owner and the Developer shall have a lien on the Owner's Allocation furnished hereon. The amount and interest shall be adjustable first out of the share of Allocation receivable by the Owner and the balance shall adjust the Bankers Charges and adjustment of the same and any balance shall be adjustable against the Developer's Personal Assets of the Owner.

33.3 **CONSEQUENCES OF CANCELLATION:** In case the Developer cancels this Agreement then notwithstanding anything to the contrary contained in this Agreement the following consequences shall apply:

33.3.1 Any cancellation affecting part of the Subject Property shall not affect the continuance of this Agreement in respect of the remaining parts of the Subject Property.

33.3.2 Any cancellation received by either party shall be binding and required to be followed giving to cancellation effect from the date of the receipt of the cancellation and they each shall remain liable for any other claims of the Transaction.

33.3.3 The main Facility Deposit and all other amounts as any amount paid or incurred by the Developer on the Subject Property including on its planning or development or otherwise incurred with all interest, compensation and amounts payable by the Owner shall immediately and in any event within 7 (seven) days of being demanded by the Developer, become refundable by the Owner to the Developer.

33.3.4 Nothing contained in the hereinafore sub-clause shall affect the other rights and remedies of the Developer.



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33.4 DEFAULTS BY THE DEVELOPER: If the Owner comply with and/or are ready and willing to carry out their obligations as stated herein and the Developer fails and/or neglects to construct the Building Complex within the stipulated period and extended period, the Developer shall pay to the Owner for the period of delay, interest @15% per annum on the due Owner's Realization Share receivable by but not received by the Owner until then (which amount shall be reduced by amounts thereafter paid to the Owner on account of Owner's Realization Share from time to time) Provided That in case the delay extends beyond 12 (twelve) months from the stipulated date and grace period, then the Owner will be entitled to sue the Developer for specific performance of the contract and/or damages.

33.5 UNILATERAL CANCELLATION: Neither party hereto can unilaterally cancel or rescind this Agreement at any time unless such party is entitled to do so by express terms of this Agreement contained elsewhere herein upon default of the other party.

33.6 CHOICE OF REMEDIES: It is clarified that the exercise of any one or more remedy by any party shall not be or constitute a bar for the exercise of any other remedy by the concerned party at any time. Furthermore, the liability of the Owner to pay interest as the rate and in terms of the other clauses of this Agreement shall continue for the entire duration until payment/realization of the entire dues irrespective of the exercise of the other remedies by the Developer and without affecting the other liabilities of the Developer hereunder.

34 ACQUISITION AND REQUISITION

34.1 Except as contained in Clause 34.2 hereinafter, the Subject Property and/or any portion thereof required or is required by the Government or any other Body or Authority hereafter but before the Commencement of Construction of the Building Complex or the start on such delayed portion and issuance of Completion Certificate issued by the Architect hereinafter, then in that event the parties shall accept and challenge such acquisition or requisition or requisition becomes inevitable, then the parties shall enter the following covenants:-

34.1.1 Either to exclude the portion or portions or may be the subject matter of such acquisition or requisition from being part of the Subject Property and to discontinue the Project in the future. In case of any such exclusion, the Subject Property shall be varied accordingly and the compensation received in respect of the acquisition or requisition of the acquired portion shall belong to the Owner and the Developer in the ratio of the land value and development value respectively at the market value of the acquired/requisitioned portion and the development value shall also include, without limitation, the value of modifications arising due to such acquisition/requisition.

34.1.2 In to cancel this Agreement immediately in which event the Consequences of Cancellation mentioned in Clause 33.5 shall apply.



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34.1.3 The Developer shall have a first and first charge on the amount awarded in respect of such acquisition or requisition towards amounts receivable or recoverable by the Developer in respect of the eventualities contemplated in Clause 34 above.

34.2 ACQUISITION AND REQUISITION AFTER COMPLETION OF THE BUILDING COMPLEX IN ANY PHASE: In case the Subject Property or any part thereof is acquired or requisitioned after Completion of Construction of the Building Complex in respect thereof or the Phase as the case may be, then in that event the respective Beneficiaries and allottee parties shall directly cause the acquisition or requisition, proceeding and any compensation therefor of the respective areas shall belong to them respectively and otherwise proportionately.

35 CUSTODY OF ORIGINAL AGREEMENT: The Developer and the Owner will execute this agreement in duplicate. The original shall be retained by the Developer and the duplicate counterpart shall be retained by the Owner.

36 NOTICE: All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th day from the date of dispatch of such notice by registered post with acknowledgement due to the address of the other party mentioned hereinabove or to the address specified in writing and irrespective of any absence of notices or return of the notice by registered post without the notice being served and a copy of such notice shall be sent by email transmission at the e-mail address mentioned hereinabove. Such address by any party by notice in writing to the other. None of the parties shall be entitled to raise any objection as to service of the notice deemed to have been served as aforesaid. The email address of the Owner shall be rajshind@hdfc.com and of the Developer shall be rajshind@hdfc.com.

37 ARBITRATION: All disputes and differences between the parties herein regarding the construction or interpretation of any of the terms and conditions herein contained or reading these presents and/or the Subject Property or determination of any liability shall be referred to arbitration and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any other statute in force or enactment for the time being in force in consonance with the said Act. The parties have agreed and consented as follows:

37.1 The Arbitration Tribunal shall have summary powers and will be entitled to lay down their own procedure.

37.1.2 The Arbitration Tribunal will be at liberty to give interim orders and/or directions.

37.1.3 The parties agree to abide by all their decisions and/or awards and not to challenge the same in any manner whatsoever or howsoever.



37.14 The seat of the Arbitration shall be at a place within the Ordinary Original jurisdiction of the Hon'ble High Court at Calcutta.

38 JURISDICTION: Only the Calcutta High Court and those having territorial jurisdiction over the Subject Property shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this Agreement or connected therewith including the arbitration as provided hereinabove.

SECTION IV PROVISIONS

THE FIRST SCHEDULE ABOVE REFERRED TO:

(SUBJECT PROPERTY)

ALL THAT the piece or parcel of land containing an area of 330 satak or 3.3 acre more or less situate being at and being divided and described and position of L.R. Dag Nos. 2532 (11 Satak) and 2534 (319 Satak) recorded in L.R. Khata No 11281 together with several dwelling houses thereon measuring 7000 Square feet in Meera Meeta, J. L. No. 102, Police Station, District (formerly Chanchal), Block No.13 within the jurisdiction of District Magistrate in the District of Hooghly, Taluk 712311 and delineated in the Plan number 1995 duly sanctioned thereon in 1995 and the same is bounded and bounded as follows:

- On the North : By common passage.
- On the South : By P.O. Godown, boundary wall and land of others.
- On the East : By Durgapur High Road and Level of others.
- On the West : By Plots No. C-1, C-6/A, B-2 and B-3, G-1/A and common passage.

AND UNLESS OTHERWISE the same now are or is or hereafter were or was situated on a road or well known number or name or description.

**THE SECOND SCHEDULE ABOVE REFERRED TO:
(LIST OF COMMON INSTALLATIONS)**

1. Common Areas & Installations at the Building:
 - 1.1 Electrical wiring and fittings and fixtures for lighting the common areas.
 - 1.2 Electrical installations with main switch, meter and space required therefore in the Building.
 - 1.3 Overhead water tank with water distribution pipes from such Overhead water tank connecting to the different Units of the Building.



1.4 Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.

1.5 Lift shafts.

2 Common Areas & Installations at the Building Complex:

2.1 Electrical installations and the accessories and wirings in respect of the Building Complex and the space required therefor, if any.

2.2 Underground water reservoir, water pump and supply with water distribution pipes to the overhead water tanks of Buildings.

2.3 Water waste and sewerage evacuation pipes and drains from the several buildings to the public drains.

THE THIRD SCHEDULE ABOVE REFERRED TO:

SPECIFICATIONS

1. Structure: RCC Superstructure.
2. External walls: Cement plastering over brick with Plaster of Paris or AAC Block Brick and covered with Putty or Putty of Paint.
3. Doors: Wooden door frame with fire door.
4. Windows: Sliding Aluminium windows with fly screens.
5. Flooring:
 - (i) Vitrified tile flooring in living, dining and bedrooms.
 - (ii) Ceramic tile floor in bedrooms.
6. Balcony:
 - (i) Concrete lift railings up to 3 floors height.
 - (ii) Handrail for full balcony grill (subject to approval by the developer) at extra cost.
 - (iii) Top and Ceramic Floor Tiles.
7. Kitchen:
 - (i) Granite top platform with stainless steel sink.
 - (ii) Ceramic tile dado above platform.
8. Toilet:
 - (i) Ceramic wall tiles up to floor height.
 - (ii) Stainless steel CP fittings.
 - (iii) Western style WC in all balconies.



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**THE FOURTH SCHEDULE REFERRED TO
EXTRA COSTS**

- Extra Costs:**
- (i) Additions or alterations made in the Plan/Est at the instance of the Transferee/owner;
 - (ii) Any type of taxes like GST, local taxes and other statutory levy or tax, etc. payable to any government authority or local body concerned however affecting the provisions in respect thereof under the operative part of the agreement above;
 - (iii) All costs, charges, deposits and expenses on account of bringing electricity interconnections, HT & LT power (including Sub-station, Transformers, Switch gear, cables, HT & LT panels and the like) and all the amounts payable to the electricity service provider;
 - (iv) All costs, charges, deposits and expenses on account of bringing water interconnections and all the amounts payable to the provider thereof;
 - (v) All costs, charges and expenses on account of gas or other pipelines and the like, which pertain to the equipment and all the accessories (including cables, panel and the like) for the Complex;
 - (vi) Gas, Club, Balliey Areas and/or Recreation facilities;
 - (vii) Professional fees, Legal Charges, expenses for preparation and/or registration of documents, stamp etc.;
 - (viii) Municipal Corporation registration;
 - (ix) Municipal Charges;
 - (x) Other items as the Developer may decide.
- Financials:**
- (i) Working Capital;
 - (ii) Working Capital Deposit;
 - (iii) Other deposits as the Developer may decide.

THE FIFTH SCHEDULE REFERRED TO

(CHAPTER IV)

1. By a Deed of Conveyance dated 16th May 1996 and registered with the Additional Registrar of Assurances III, Calcutta in Book No. 1, Volume No. 15, Pages 64 to 146, Page No. 1382 for the year 1996, **Chattopadhyay & Alloys Limited (in Liquidation)**



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2. represented by the Official Liquidator, High Court, Calcutta, for the consideration therein mentioned sold conveyed and transferred to the Super Forgings & Steels Limited All P.H.S. plots and parcel of land measuring about an area of 9.07/200 square feet i.e. 2100 sq.ft. or 21.00 acre equivalent to 100 Bha. more or less in R.S. Dag Nos. 1545, 1541, 2049, 1397, 2045, 2048/3054, 2047/3053, 3051, 1582, 2053, 2054, 2119/3592, 2119/3590, 2119/3591, 1549, 1546, 2033, 1547, 2052, 2029, 2053/3352, 1508, 2029/2426, 2054/3428, 1598, 1576/1577, 1575, 2047, 2048, 2050, 2058, 2039, 2037, 2062, 2032, 2053 R. 1030 under various R.S. Assam Numbers pertaining to Mouza - Moudala, II, No. 102, in the District of Hooghly under Dakshin Municipal Ward No. 13 absolutely and forever. Subsequently upon survey and measurements the land area comes to 21.17 Acre (hereinafter referred to as "the Larger Property").
3. These R.S. Dag Numbers have been reclassified into several LR Dag Nos. 2330, 2331, 2332, 2333, 2334, 2337, 2338, 2339, 2340, 2345 and 2497 and name of the Super Forgings & Steels Limited, the predecessor title of the Owner mentioned as Rayyat in number of the Larger Property in the Records of Rayyat published under the West Bengal Land Reforms Act, 1955 under L. R. Khata No. 11242.
4. By two Sale Deeds both dated 27th March, 2022 and registered with the Additional District Sub-Registrar, Jamal, the said Super Forgings and Steels Limited for the consideration therein mentioned, sold conveyed and transferred to the Owner herein, the subject Property as follows:
 - (a) By a Sale Deed registered in Book 1 Volume No. 6608-2022 Pages 95915 to 95916 bearing No. 660803775 for the year 2022 in respect of All That piece or parcel of divided and demarcated portion of land consisting of an area of 2.89 acre or 28.90 katk more or less in L.R. Dag No. 2534 and 0.11 acre or 1.10 katk more or less in a divided and demarcated portion of L.R. Dag No. 2532 (and identified therein as Plot No. R-1) and all the Larger Property, absolutely and forever.
 - (b) By a Sale Deed registered in Book 1 Volume No. 6608-2022 Pages 96060 to 96061 bearing No. 660803782 for the year 2022 in respect of All That piece or parcel of divided and demarcated portion of land consisting of an area of 0.30 acre or 3.00 katk more or less in L.R. Dag No. 2534 (and identified therein as Plot No. 1/A) and of the Larger Property, absolutely and forever.

THE SIXTH SCHEDULE AND REFERRED TO (DOCUMENTS)

1. Certified copy of the deed dated 16th May 1996 and registered with the Additional Registrar of Assamra-BI, Calcutta in Book No. 1 Volume No. 45, Pages 64 to 146, being No. 3889 for the year 1996;
2. Certificate Certificate issued by the office of the District Land & Reforms Office in favour of Super Forgings & Steels Limited bearing Case No. CN/2021/0611/708;
3. L.R. Information of Dag No. 2532 and 2534;



- 4. Sale deed dated 27th March 2022 and registered with the Additional District Sub-Registrar, Jangal in Book I Volume No.0608/2022 Pages 95915 to 95956 Being No.060801775 for the year 2022;
- 5. Sale deed dated 27th March 2022 and registered with the Additional District Sub-Registrar, Jangal in Book I Volume No.0608/2022 Pages 96050 to 96098 Being No.060801782 for the year 2022;
- 6. Paid Up khajana Receipts in respect of the subject property.
- 7. Paid Up Tax Receipts in respect of the subject property.

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

SIGNED SEAL AND DELIVERED
by the undersigned **OWNER** at Kolkata
in the presence of:

Sudhanu Mukherjee
Up. DEE LALAHARI CENTER
15 & 2, Howrah Street
Kolkata - 700011

Ravi Shankar

FOUNDER WAREHOUSING LIMITED

Sudhanu Mukherjee



SIGNED SEAL AND DELIVERED
by the undersigned **DEVELOPER** at
Kolkata in the presence of:

Sudhanu Mukherjee
Ravi Shankar



AMBUD DEVELOPERS LLP

(ARPIT GUPTA)

Witnessed by me,
Ravi Shankar
(Advocate)
15 & 2 Howrah Street,
Kolkata - 700011
27/6/2022












Impressions of the dominant

	Little	Ring	Middle (Left Hand)	Fore (Hand)	Thumb
	Thumb	Fore	Middle (Right Hand)	Ring (Hand)	Little

FRONTIER WAREHOUSES LIMITED

Samuel Lynch
Director

Impressions of the dominant

					
	Little	Ring	Middle (Left Hand)	Fore (Hand)	Thumb
					
	Fore	Middle (Right Hand)	Ring (Hand)	Little	

RECEIPT AND MEMO OF CONSIDERATION

RECEIVED from the withmentioned Debtor, the withmentioned sum of Rs. 3,01,00,000/- (Rupees three crores one lakh) towards the payment of the Security Deposit in terms hereof as per memo below:-

MEMO OF CONSIDERATION

S.I. NO	By - Drawing Credit Cheque Number	Date	Bank	Amount (Rs.)
1	600050	22.10.2021	ICICI	
2	600500	24.02.2022	ICICI 20022100200490816	5000000/-
3	600511	03.03.2022	ICICI 200221002004908218	10000000/-
4	600012	03.03.2022	ICICI 2002210020049082000	5000000/-
			ICICI 20022100200490821999	10000000/-
			Total:	3,01,00,000.00

(Rupees three crores one lakh only)

Sd/-
Pravin Rajgundar

EMERALD HOUSING LIMITED
Pravin Rajgundar



Plan Showing L. R. Dag No - 2534(P) & 2532(P)
in Mouza - Mirigala
P. S. - Dankuni, Dist. - Hooghly



Internal Common Passage

Plot No - C - 1
L. R. Dag No. 2534(P)

Plot No - C - 2
L. R. Dag No. 2534(P)

Plot No - E - 1
L. R. Dag No. 2532(P)

Plot No - E - 2
L. R. Dag No. 2532(P)

Plot No - G - 1
L. R. Dag No. 2532(P)

L. R. Dag No. 2534(P)
& 2532(P)

Boundary Wall &
Land of Others

Boundary Wall, Land
of FCI &
Land of Others

FEDERAL BUREAU OF SURVEY

URBAN DEVELOPMENT AUTHORITY

Signature
Owner

Signature of
Developer





**Govt. of West Bengal
Directorate of Registration & Stamp Revenue
G.O. No. 222/16/2021**

CRN:	1920220041761298	Payment Mode:	Online Payment (SBI Epay)
CRN Date:	06/06/2022 16:18:41	Payment Gateway:	SBI Epay Gateway
RRN:	0179927281217	CRN Date:	05/06/2022 16:21:10
Gateway Ref No.:	124574627000	Merchant:	HDFC Ebank Bank NB
Payment Status:	Successful	Payment Ref No.:	2801648956112102

Applicant Name:	AMEED DEVELOPERS LLP
Address:	63 RAFI AHMED KODIA, RAJENDRA NAGAR, KOLKATA - 700016
Mobile:	9017171857
Email:	ameedllp@gmail.com
Alternate Mobile:	9017171857
Alternate Email:	ameedllp@gmail.com
Alternate Address:	63, SINGATA BAKSHI
Alternate Mobile:	901659966
Alternate Email:	ameedllp@gmail.com
Alternate Address:	63, SINGATA BAKSHI
Alternate Mobile:	901659966
Alternate Email:	ameedllp@gmail.com
Alternate Address:	63, SINGATA BAKSHI
Alternate Mobile:	901659966
Alternate Email:	ameedllp@gmail.com

1	Property Registration - Stamp Duty	4000-01-105-001-02	75021
2	Property Registration - Registration Fee	3000-01-104-001-04	301021
TOTAL:			376042

AMOUNT IN WORDS: THREE LAKH SEVENTY SIX THOUSAND RUPEES TWO ONLY.

DATE THIS 5th DAY OF June 2022

BETWEEN

PERKINS WAREHOUSING LIMITED

OWNER

AND

AMBI DEVELOPERS LLP

DEVELOPER

AGREEMENT

BY LAW ASSOCIATES
Advocates
20/1000 BOKSI
11/2, PEARL STREET
BANGALORE



Handwritten signature or initials, possibly 'C. Smith', written in cursive and underlined.



भारत
GOVERNMENT OF INDIA

Employment No. 8635/10008/257-19

To
Aardram

C/O. Sant Kumar Ghis
1st FLOOR, FLAT 11A,
96 ROWLAND ROAD,
EUPHORIA HEIGHTS,
BALLYUNGE,
W/O. C.A. Saha, P.O. Lakshmi
Sub Post Office, Cross Avenue, 22nd Floor, Kolkata
West Bengal, PIN Code: 700027
Mobile: 9917271867

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आधार अथवा अकाउंट / Your Aadhar No. /

9263 8975 3284

मेरा आधार, मेरी पहचान



Aardram
1234 567890
1234

9263 8975 3284

मेरा आधार, मेरी पहचान

Handwritten signature



CONSTRUCTION LIMITED

London York



Carter Smith

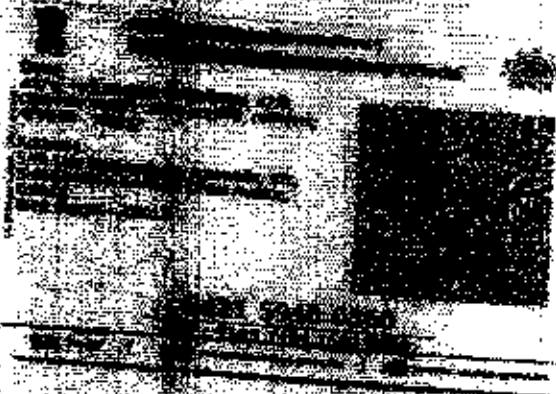
see file 170-3710



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Major Information of the Good

Date No.	100/2000/2002	100/2005/2002	100/2005/2002
Applicant Name, Address & Other Details	BENKATA BAKSHI 40, NICCO HOUSE, 2 HARE STREET, Thana - Hare Street, District - Kolkata, W.P. - BENGAL, PIN - 700001, Mobile No. : 9433527276, Status : Self/for firm		
Other Information	Other than Immovable Property, Agreement No. 100/2005/2002 (Other than Immovable Property, Receipt (Rs : 3,01,00,000/-)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assessment slip (100/2005/2002)		

Location Details:
 Block: ... District: ... Road: ... Road Zone: (Ward: ...)
 Pin Code: 700001

Sl. No.	Area (sq. ft.)	Area (sq. m.)	Other Details
1	11000	1011.7	Width of Approach Road: 30 Ft.
2	31600	2923.8	Property is on Road
3	33000	3059.1	
4	15000	1396.3	


Structure Type	Structure	Age of Structure	Year	Roof Type
Public Use of Commercial Building				

Land Lord Details :

Sl No	Name of Land Lord
1	<p>FRONTIER WATERWAYS LTD East India House, 208, Park Road, 3rd Floor, Park Road, Kolkata, P.O.- GPO, P.S.-Hare Street District-Kolkata, West Bengal, India, PIN- 700006 PAN No. - AAAGG0000G Aadhaar No Not Provided by Land Lord Status: Corporation, Executed by: Representative, Executed By: Representative</p>



Developer Details :

Sl No	Name of Developer
1	<p>AMBIA DEVELOPERS LLP 10, Park Road, Kolkata, P.O.- GPO, P.S.-Hare Street, District-Kolkata, West Bengal, India, PIN- 700006 PAN No. - AAAGG0000G Aadhaar No Not Provided by Land Lord, Status: Partnership, Executed by: Representative</p>

Sl No	Name of Designated Person	Signature	Designation
1	<p>10, Park Avenue, City Centre, Kolkata, P.O.- GPO, P.S.-Hare Street, District-Kolkata, West Bengal, India, PIN- 700006 PAN No. - AAAGG0000G Aadhaar No Not Provided by Land Lord, Status: Partnership, Executed by: Representative</p>		Director
2	<p>10, Park Avenue, City Centre, Kolkata, P.O.- GPO, P.S.-Hare Street, District-Kolkata, West Bengal, India, PIN- 700006 PAN No. - AAAGG0000G Aadhaar No Not Provided by Land Lord, Status: Partnership, Executed by: Representative</p>		Director

Sl No: 111, Name: [Redacted], Address: [Redacted], P.O.: L R Sarani, P.S.: [Redacted], District: [Redacted], West Bengal, India, PIN- 700000, Soc: Mala, By Caste: [Redacted], Citizen of India, PAN No.: [Redacted] Aadhaar No Not Provided by Land Lord, Status: [Redacted], Representative of: AMBIA DEVELOPERS LLP (as Designated Person)

Identifier Details :

Name Subhanu Chakrabarty Son of Sri Ranjan Chakrabarty Maha Kalyand Road, Ghata Road, Panchali (M), City - P.O. Ghata, P.S. Sodepur, District: North 24 Parganas, West Bengal, India. PIN - 700121	Photo 	Signature 
	08/06/2022	08/06/2022
Identifier Of Guardian Agency: Apni Gria		

Sl. No.	Floor	to with area (Name Area)
1	FLOOR WAREHOUSING LIMITED	to with area (Name Area) SMEUD DEVELOPERS LLP 11,000 Sq Ft
2	FLOOR WAREHOUSING LIMITED	to with area (Name Area) SMEUD DEVELOPERS LLP 11,000 Sq Ft
3	FLOOR WAREHOUSING LIMITED	to with area (Name Area) SMEUD DEVELOPERS LLP 11,000 Sq Ft

Land Record

Plot No. 102, Plot Code: 102, Road Zone: (W)

Sl. No.	Area	Classification: FLOOR	Area	Classification: FLOOR	Area
1	102	10000000	10000000	10000000	10000000
2	102	10000000	10000000	10000000	10000000

Director's Office
P.O. Ghata, North 24 Parganas
District, West Bengal
Pin-700121
Classification: FLOOR
Area: 10000000 Area

PRONTIER WAREHOUSING
LIMITED

PRONTIER WAREHOUSING
LIMITED

On 08-06-2022

Certificate of Assesment of Market Value (M.V.) is issued under rule 21 of West Bengal Registration Rules, 1908 and stamped under schedule 1A, Article number (g) of Indian Stamp Act 1929.

Presented for registration at 12:50 hrs on 08-06-2022, at the Office of the A.R.A. - III KOLKATA by Arpit Ghosh.

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs. 12,03,088/-.

Deed is a deed of purchase of immovable property, being a leasehold property, for the purpose of the said Act, and is subject to the provisions of the said Act and the rules made thereunder. The deed is a deed of purchase of immovable property, being a leasehold property, for the purpose of the said Act, and is subject to the provisions of the said Act and the rules made thereunder.

Executed by Sankar Kumar Ghosh, Son of Sisir Ranjan Ghosh, 20/1, Mahal Kanchand Road, Ghora Bazar, P.O. Ghora Bazar, Kolkata, West Bengal, India, PIN - 700011, by caste Hindu, by himself.

Received by Arpit Ghosh, Son of Sisir Ranjan Ghosh, 20/1, Mahal Kanchand Road, Ghora Bazar, P.O. Ghora Bazar, Kolkata, West Bengal, India, PIN - 700011, by caste Hindu, by himself.

Witnessed by Sankar Kumar Ghosh, Son of Sisir Ranjan Ghosh, 20/1, Mahal Kanchand Road, Ghora Bazar, P.O. Ghora Bazar, Kolkata, West Bengal, India, PIN - 700011, by caste Hindu, by himself.

Witnessed by Sankar Kumar Ghosh, Son of Sisir Ranjan Ghosh, 20/1, Mahal Kanchand Road, Ghora Bazar, P.O. Ghora Bazar, Kolkata, West Bengal, India, PIN - 700011, by caste Hindu, by himself.

Stamp duty payable for this document is Rs. 3,01,088/- (B = Rs. 3,01,088/-, E = Rs. 0/-) and Registration Fee paid by Rs. 64/- by order No. Rs. 3,01,021/-.

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8-

Sankar Kumar Pramanick
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1903-2022, Page from 3563 to 3567-1
being No 19032021 for the year 2022.



Digital Signature Serial Number
pramona
Date: 2022/04/14 04:18:33 +05:30
Reason: Digital Signing of Deed

2022/04/14 04:18:33 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE REGISTRAR, KOLKATA

(This document is digitally signed)