After Obtaining Sanctioned Plan: Rs.1, 00, 00, 000/-

12.2 REFUND OF SECURITY DEPOSIT

12.2.1 The aforesaid security deposit of Rs.4.0 Crores, shall be refunded by the Owners to the developer progressively @ 50 % out of the realizations from the Owner's allocable share commencing from the very first sale of the Units.

12.2.2 Notwithstanding anything contained herein, in case this Agreement gets terminated for any reason then in that event the Owners shall forthwith refund the Security Deposit and the expense incurred, to the Developer together with interest thereon calculated @ 12% (twelve per cent) per annum and so long as the same remains unpaid the Developer shall continue to remain in possession of the Land without incurring any further costs and expenses in this regard. In case the owners are compelled to terminate this agreement due to any default or breaches by the developer, then the security deposit amounts would be refunded without any interest. In that case refund of security deposit shall be made only after owners receive back possession of the said land from the developer free from encumbrances. It is however agreed by and between the Parties that this Agreement cannot be terminated after start of Sale of the Units. For any breach by the

Office of the Dist. Sub-Registrar IV
Alipore, Kol-27

District Sub-Registrar-IV
Alipore, South 24-Pgs.

15 MAR 2016

Developer the Owners will have the right to claim specific performance through the due process of law.

12.3 All benefits under the Income Tax Act for development would be available to the Developer and/or the Owner as permissible in law.

12.4 All the transferees shall pay to or deposit with the Developer the Extras and Deposits (EDC) mentioned in the **Fourth Schedule** hereunder written for the Units to be acquired.

12.5 The cost of marketing of the project/Complex which includes all the marketing related costs such as advertisement and promotion costs of the project, brokerage/commission etc would be shared by and between the Owners and the Developer. The Owners' share of the marketing cost is fixed at 5% (five percent) of the Owners' share in the realizations which the Owners shall pay to the Developer as a marketing cost including all taxes.

In connection with the sharing of realization the following is agreed:-

(a) Except Extra Charges and Deposits (EDC) as mentioned in **Fourth Schedule**, all proceeds and receivables in gross on any account whatsoever arising from the sale or transfer or otherwise of any Transferable Areas (in short Realization) by the parties jointly as above shall belong to the Owners herein and the Developer in the said ratio i.e 30 % to the Owners herein and 70% to the Developer with the owner's share being disbursed after the end of every month.

(b) Extras and Deposits (EDC) shall be realized solely by the Developer from the prospective buyers of the transferable areas and after the formation of Association, Refundable Deposits remaining inappropriate, will be handed over to the said Association.

(Seal) Office of the Dist Sub-Registrar IV
South 24-Parganas, Alipur, Kol-27

District Sub-Registrar-IV
Registrar U/S 3(2) of
Registration Act 1908
Alipore, South 24 Parganas
15 MAR 2018

(c) It is however agreed that irrespective of West Bengal Housing Industry Regulation Act, 2017 coming into effect the owners will always be entitled to receive their share of revenue after the end of every month.

13. **MORTGAGE OF THE LAND**

a) The Developer shall have the right and authorities to arrange for financing of the project (project finance) from any Banks and/or Financial Institutions for construction and completion of the project upon such terms and conditions as may be applicable. Such finance may be secured by mortgaging the said project land in favour of any bank / financial institution by deposit of original title deeds of the said project land by way of Equitable Mortgage and/or by executing Simple Mortgage and/or by creating English mortgage. Further, the developer shall create charge in respect of its share of revenue or allocation in the project without creating any charge/ liability in respect of Owner's share of revenue or owner's share of revenue or Owner's allocation in the project. Further, the Developer may execute any document or documents in furtherance of the above objective, including executing letter evidencing deposit of title deeds, confirmation of deposited title deeds, deliver the title deeds and to receive back the title deeds, etc.

14. **DEALING WITH SPACES IN THE NEW BUILDINGS:**

14.1 The Owners agree and undertake that (i) the Developer shall have the exclusive right to launch the Project, name the Project, display, signage/ display rights (whether on hoardings or on terraces or otherwise) and sell/ license/transfer the Developer's Share, in such manner and on such terms, as may be deemed appropriate by the Developer, in its sole and absolute discretion; (ii) the name and/or identification numbers given to the buildings or portions thereof of the Project shall be displayed in a manner as may be decided by the Developer in its

Seal, Office of the Dist Sub-Registrar IV
South 24-Parganas, Alipur, Kol-27

District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas
15 MAR 2018

sole discretion; (iii) no signboard, hoarding or any other logo or sign shall be put up by the Owners on the Buildings on the exterior of the Buildings or on the outer walls of the Buildings of the Project; and (iv) the Owners shall not do any act or thing that may adversely affect the aesthetic appearance/beauty of the Buildings of the Project nor do anything which may cause nuisance or obstruction or hindrance to the Intending Purchasers. But if any of such activities earn any revenue then it will be stared in the same agreed ratio.

14.2 All the spaces in the new buildings will be marketed by the Developer through a common marketing agency to be appointed by the Developer (collectively Marketing Format) and the marketing agents shall act on behalf of the owners and the Developer.

14.3 The Developer shall ensure that the advertising and marketing is carried out in a manner that is consistent with and not in derogation of or conflict with any of the terms or provisions of this Agreement and the Applicable Laws and the marketing collaterals to the extent possible shall also include the brand name of the Owners.

14.4 The Developer shall in consultation with **Mr. Ram Kumar Kedia** and **Mr. Jitenpal Sandhu** representing all the owners, determine the price for sale or disposal of the spaces in the said project to be constructed by the Developer keeping in view the economics and market response of the project. None shall sell or market any Transferable Areas below such basic price.

14.5 The Developer shall in consultation with the Owners representative named above, periodically revise the rates for sale of various types of transferable areas and the same shall be adhered to.

14.6 The Parties hereby agree, undertake and acknowledge that, (i) all agreements for sale/allotment/ buyer agreements and (ii) any other agreement or memorandum of understanding or letter of intent for sale, booking of any Unit Row House/ Villa or any other space/ area in their respective Shares in the Project Land; and (iii) any

District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas
15 MAR 2018

other agreement or memorandum of understanding or letter of intent or letter or form to accept or receive any request for booking or allotment of any Unit or any other space/ area in the Project Land; and (iv) any power of attorney or indemnity bond or undertakings or other agreements which are ancillary to the agreements contemplated above (hereinafter collectively the **"Unit Agreements"**), shall be prepared by the Developer and further the Developer shall have all right, power and authority to execute and register the Deed of Conveyance for the Unit(s) and the proportionate undivided interests in the Land in favour of the Intending Purchasers of the Unit(s). The Owners, as and when called upon by the Developer, shall join and execute all such Deeds of Conveyance as the Land Vendors confirming party or in such capacity as may be appropriate in the context. The stamp duty and registration fees on any such Power of Attorney shall be paid by the Developer.

14.7 The Developer and Owners shall execute and register with the appropriate registering authorities Deeds of Conveyance or other document for transferring and/or demising of any saleable space in the New Buildings as aforesaid unto and in favour of the intending purchasers / transferees and the cost for stamp duty and registration charges in respect thereof shall be borne by the intending purchasers / transferees as the case may be. For separate developer's allocations, if occasion so demands in terms of this agreement, the Owners shall execute the deeds of conveyance in respect of the land share attributable to any completed unit forming part of the developer's allocation in any phase only upon delivery of the completed separate owner's allocation in such phase/Block by the Developer to the Owner. For separate owner's allocation, if the occasion so demands in terms of this agreement, the Developer shall if so required by the Owners join in as party to any agreement or deed in favour of the Transferees.

14.8 It is agreed and recorded that all Agreements, Deeds of Conveyance or any other papers and documents in respect of the transfer of any areas in the New Buildings shall maintain uniformity in respect of the restrictions, stipulations, covenants, terms and condition for the use and occupation thereof applicable to transferees together with amenities and facilities therein as are stipulated in this agreement or

District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas
15 MAR 2018

that would be drafted by the Developer's Advocates forms whereof shall be required to be approved by the Owners' Advocates and the parties hereby undertake to each other that neither of them shall deviate from such restrictions stipulations, covenants, terms and conditions.

15. SHARE OF OWNERS' AND DEVELOPER IN THE DEVELOPMENT

(i) It is clearly agreed by and between the parties that the revenue sharing model of the total realisation from sale and transfer of all saleable spaces in the project shall be allocated amongst the parties in the following ratio

(a) To the Developer -70 % (i.e Developers Allocation)

(b) To the Owners -30% (i.e Owners Allocation)

(ii) The share of the revenue under owner's allocation shall be distributed amongst each of the land owning companies in accordance with the proportion of share of each company in the project land.

16. MUNICIPAL TAXES, OTHER TAXES AND OUTGOINGS:

16.1 All Municipal rates and taxes or land revenue and outgoings (collectively Rates)) on the said land relating to the period prior to the date of execution hereof shall be borne, paid and discharged by the Owners and such dues shall if detected hereafter be borne and paid by the Owners as and when called upon by the Developer, without raising any objection thereto.

16.2 As from the date hereof, the Developer shall pay the Rates as aforesaid in respect of the said land till such time the New Row Houses or Villas are ready for occupation upon issuance of statutory Completion Certificate in respect thereof, after which, the Transferees shall become liable and responsible for payment, provided that, in case the Developer is liable to pay any rates in respect of unsold and unallocated portions of duly completed New Buildings, the Owners shall reimburse proportionately in respect of the Owner's share to the Developer.

Office of the Dist Sub-Registrar IV
South 24-Parganas, Alipur, Kol-27

District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas

15 MAR 2018

16.3 It is agreed and recorded that the Owners and the Developer and/or their respective intending Purchasers shall be liable to bear and pay, GST or any other kind of tax or imposition or burden as may be payable and/or applicable.

17. **POST COMPLETION MAINTENANCE:**

17.1 On completion of each phase/block the Developer shall give a notice to the Owners informing thereabout. Before giving notice as aforesaid, the Developer shall obtain the statutory Partial/ Full Completion Certificate from the concerned municipal authorities in respect of the area forming part of such notice.

17.2 The Parties and/or their respective nominees/transferees shall punctually and regularly pay the maintenance charges, Rates for their respective allocations to the concerned authorities / Maintenance in charge in accordance with the terms and conditions hereof.

17.3 The Developer shall be at liberty to promote / float / incorporate a Company or an Association upon completion of the Project to look after, manage and administer such maintenance work on account of the Intending Purchasers of the Units in the Building (s) constructed on the Said Land and also realize the monthly maintenance charges and incur costs and expenses for the maintenance.

17.4 Till handing over of the project to the Association the Developer shall be responsible for the management, maintenance and administration of the New Buildings or at its discretion appoint an agency to do the same. The Owners hereby agree to abide by all the common rules and regulations to be framed for the management of the affairs of the New Buildings.

17.5 The Developer or the Agency to be appointed shall manage and maintain the Common Portions and services of the New Buildings and shall collect the costs and service charge thereof (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Buildings, land tax,

(Seal) Office of the Dist. Sub-Registrar IV
South 24, Parganas, Alipur, Kol-27

District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas
15 MAR 2018

water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges and charges of capital nature for all common wiring, pipes, electrical and mechanical equipment and other installations. appliances and equipments and all other expenses incurred for common purpose.

18. **COMMON RESTRICTIONS:**

18.1 The Complex shall be subject to the restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the New Buildings.

18.2 For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining. rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, all occupants of the New Buildings shall permit the agency to be appointed, with or without workmen, at all reasonable times, to enter into and upon the concerned space and every part thereof with prior notice.

18.3 It is agreed between the parties that the Developer shall frame a scheme for the management and administration of the New Buildings and all the occupiers of the building shall perpetually in succession abide by all the rules and regulations to be framed in connection with the management of the affairs of the New Buildings.

19. **OBLIGATIONS OF THE DEVELOPER:**

19.1 Execution of the Project shall be in conformity with the sanction plans and in due and strict compliance of the prevailing laws, rules and bye-laws of all concerned authorities and State Government/Central Government bodies.

19.2 The Developer shall be responsible for planning, designing development and construction of the New Buildings with the help of professional bodies, contractors, etc.

19.3 All tax liabilities in relation to the construction including sales tax, works contract tax, General Sales Tax (if applicable) and other dues shall be paid by the Developer.

(Seal) Office of the Dist Sub-Registrar
South 24 Parganas, Alipur, Kol-27

District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas

15 MAR 2018

19.4 The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of the laws and rules applicable to construction of the New Buildings.

20. **OBLIGATIONS OF OWNERS**: During the subsistence of this agreement:

20.1 The Owners undertake not to disturb, interrupt or interfere with or commit any act or omission which would in any manner result in any detriment to the Development Rights of the Developer or delay or stoppage of the Project.

20.2 The Owners shall procure the Additional Land and thereafter obtain mutation and conversion of the same and hand over possession to the Developer to cause development coupled with the grant of adequate and appropriate powers by separately executing a registered Power of Attorney in favour of the Developer.

20.3 The Owners undertake to fully co-operate wherever necessary with the Developer for any requirement of the Developer for obtaining all permissions required for development of the said Land

20.4 The Owners shall provide the Developer with all available documentation and information relating to the said land as may be required by the Developer from time to time.

20.5 The Owners hereby covenant not to cause any interference or hindrance in the construction of the New Buildings.

20.6 21. **INDEMNITY:**

21.1 The Developer shall indemnify and keep the Owners saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owners in relation to and/or arising out of acts on the part of the Developer including the construction of the New Buildings and also including any act of neglect or default of the Developer's contractors, employees or

District Sub-Registrar-IV
Registrar u/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas

15 MAR 2018

violation of any permission, rules regulations laws or bye-laws or arising out of any accident or otherwise or violation or breach of its obligations hereunder by the Developer or any attorney appointed under the powers of attorney to be granted by the Owners in pursuance hereof.

21.2 The Owners shall indemnify and keep the Developer saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Developer in the course of implementing the Project including marketing thereof for any adverse legal impediment arising out of any successful claim by any third party for any defect in title of the said Project land or any of their representations being incorrect unless the same be rectified by the Owners in the usual course.

22. **MISCELLANEOUS:**

22.1 This agreement is being entered into by the Developer after being prima facie satisfied about the title of the Owners in respect of the said Project land. The Owners shall however always make out marketable title in respect of the said land and shall be liable to answer the requisitions that may be raised or made in respect of the title of the Owners in the said property.

22.2 The agreement entered into by and between the parties herein is and shall be on principal to principal basis.

22.3 The Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

22.4 Nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.

22.5 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.

(Seal) Office of the Dist. Sub-Registrar IV
South 24 Parganas, Alipore, Kol-27

District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas
15 MAR 2018

22.6 If the Developer desires to register this Agreement it shall make payment of appropriate stamp duty and registration charges. The Owners shall however provide all co-operation to the Developer to do that including being present before the registering authorities as and when required by the Developer.

22.7 It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of Owners. Further, various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorisation as may be required by the Developer for the purpose of development of land and the Owners also undertake to sign and execute all additional applications and other documents, provided that all such acts, deeds matters and things do not in any way infringe on the rights of the Owners for the purpose of development of the land and/or go against the spirit of this Agreement.

22.8 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

22.9 The parties hereto shall be liable for their respective Income Tax, Wealth Tax or any other taxes and the parties shall keep each other indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses arising in respect thereof.

22.10 The name of the project and logo shall be decided by the Developer in consultation with the Owners.

23. **DEFAULTS:**

23.1 The following shall be the events of default:-

(Seal), Office of the Dist Sub-Registrar

District Sub-Registrar-IV
Registration U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas
15 MAR 2018

a) If the Owners fails to do or cause to be done all deeds and things at its costs and expenses to satisfy the Developer as to the title of the Owners to the said land.

b) If the Owners fails to apply for and obtain mutation of the said Project land in the names of the respective Owners with the records of the Municipality /Panchayat, if not already done.

c) If the Owners fail to comply with any other obligation contained herein.

d) If the Developer fails to perform its obligations under the Agreement.

23.2 In case of any event of default, the other party (the aggrieved party) shall serve a notice in writing to the defaulting party, calling upon the defaulting party to comply with their obligation in default within the time and in the manner to be mentioned in the said notice.

23.3 Upon receipt of such notice, the defaulting party shall remedy the said event of default and/or breach within the time and in the manner mentioned herein.

23.4 In case of default, if appropriate action is not taken within 30 days, in such event, the aggrieved party shall be entitled to serve a notice for termination of this agreement on the defaulting party.

23.5 On expiry of the said period of notice, if the defaulting party are the Owner, then the Developer shall be entitled to take over the responsibility of the defaulted item or items upon itself on behalf of the Owners and shall be entitled to complete the same at the, costs and expenses of the Owners. In the event of dispute between the parties as to the quantum of the costs and expenses, the same shall be decided by arbitration.

24. **FORCE MAJEURE:**

Seal Office of the Dist Sub-Registrar IV
South 24-Parganas, Alipur, Kol-27

District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas

15 MAR 2018

24.1 Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Indenture, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of any act or omission of the Party so prevented or breach by such Party of any of its obligations under this Indenture or which could have been prevented by the party so prevented it by being diligent, vigilant or prudent, including, without limitation, flood, fire, explosion, earthquake, subsidence, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or any relevant Government or Court orders materially affecting the continuance of the obligation or any local issues beyond the control of the Developer which may hamper the implementation of the Project such as Strike, lockout, non-availability of materials or other labour difficulties or existence of any adverse condition which causes a material or adverse effect or impact on the Project and/or the Land resulting in stoppage or suspension of work or sale of Units in the Project for a continuous period exceeding 30 (thirty) days

24.2 If either Party is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of above mentioned clauses of Force Majeure, that Party shall forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof, and for such further time after the cessation, as mentioned in clause 23.1 hereto. Neither the Owners nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Indenture for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

(Seal) Office of the Dist Sub-Registrar IV
South 24-Parganas, Alipore, Kol-27

District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas

15 MAR 2018

24.3 In the eventuality of Force Majeure circumstances the time for compliance of the obligation shall stand extended by such period being the time of commencement of force majeure condition to the completion thereof.

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

25. **ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions / correspondence and agreements between the Parties, oral or implied. This Agreement shall take effect on the Date of this Agreement and shall remain in force till Completion. Neither Party shall, except as provided in clause 27 below, have the right to terminate the Agreement.

26. **AMENDMENT/MODIFICATION:**

No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.

27. **TERMINATION**

(i) The Owners recognize and acknowledge that the Developer has invested and will further be investing substantial sums of money and time in the Project and has entered into this Agreement on the specific understanding that the Owners shall not be entitled to terminate this Agreement for any reason whatsoever unless the Owners are compelled to do so by reason of breach or default or unreasonable delay committed by the Developer.

(ii) The Developer shall be entitled to terminate this Agreement in case:

Seal Office of the Dist Sub-Registrar IV
South 24-Parganas, Alipore, Kol-27

District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas

15 MAR 2018

(a) The Conditions Precedent are not satisfied/completed within 90 days from the Date of this Agreement or such other date as may be extended by the Developer from time to time at its sole discretion; or

(b) the Government Authorities concerned refuse to provide the permission for conversion of the use of the Land for the Project and/or permission under the Urban Land (Ceiling & Regulation) Act, 1976/or under any Applicable Laws is refused; or

28. ORIGINAL/CERTIFIED COPY

The registered original Development Agreement will be retained by the Developer and the certified copy will be preserved by the Owners.

29. ASSIGNMENT AND SUB CONTRACT

29.1 The Developer shall be entitled to assign its rights, obligations and interest in the Agreement (or part thereof), Development Rights, Project and/or built up area to any third party or to its affiliate/ subsidiary company .

29.2 The Developer shall at all times be entitled to engage and contract out construction/ development of the Project or any specific aspect to any sub-contractor/ contractor on such terms and conditions as the Developer may deem fit and appropriate without attaching any liability pecuniary or otherwise to the Owners in any manner whatsoever.

29.3 The Owners shall not assign any rights and obligations contained herein to any person without prior written permission of the Developer.

30. AUTHORIZATION

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South 24-Parganas, Alipur, Kol-27

District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas

15 MAR 2018

The persons signing this Agreement on behalf of the respective Parties represent and covenant that they have the authority to sign and execute this document on behalf of the Parties for whom they are signing.

31. CONFLICT

To the extent that there is any conflict between any of the provisions of this Agreement and any other agreement by which the Owners or the Project Land or any part thereof is bound, the provisions of this Agreement shall prevail to the extent permitted by the Applicable Law.

32. SPECIFIC PERFORMANCE OF OBLIGATIONS

The Parties to this Agreement agree that, to the extent permitted by the Applicable Law, the rights and obligations of the Parties under this Agreement shall be subject to the right of specific performance and may be specifically enforced against a defaulting Party.

33. NOTICE:

33.1 Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or sent by prepaid recorded delivery, or by facsimile transmission or registered post with acknowledgement due or through courier service to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each party from time to time). So far as the Owners and Developer are concerned the notice should only be given to:

a) <u>In case of the Owners:</u>

1. MR. RAM KUMAR KEDIA
50, SUBURBAN SCHOOL ROAD,
P.S- KALIGHAT,
KOLKATA- 700025.

2. MR. INDERPAL SINGH SANDHU
11A, 11th Floor, 75C, Park Street,
Kolkata- 700016

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South 24-Parganas, Alipore, Kol-27

District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas

15 MAR 2018

b) **In case of the Developer:**

(i) MR. RAM NARESH AGARWAL
36/1A, ELGIN ROAD,
KOLKATA - 700 020.

(ii) MR. JITENPAL SANDHU
75C, Park Street, 3A, 3rd Floor,
Kolkata - 700 016.

33.2 Any such notice or other written communication shall be deemed to have been served:

33.2.1 If delivered personally, at the time of delivery and duly receipted and if sent through Electronic Mail if acknowledged by return mail

33.2.2 If sent by prepaid recorded delivery or registered post or courier service, on the 4th day of handing over the same to the postal authorities.

33.2.3 If sent by facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent. All facsimile transmission shall without affecting the delivery, be followed by a delivery in terms of clause 33.2.1 or 33.2.2 above.

33.3 In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or by courier, that such notice or other written communication was properly addressed and delivered to the postal authorities or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.

Seal, Office of the Dist Sub-Registrar IV
South 24 Parganas, Alipur, Kol-27

District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas
15 MAR 2018

34. **ARBITRATION:**

The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties. If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes, if not solved/settled, shall be referred to, and finally resolved by, arbitration by an Arbitration Tribunal formed in terms of the Arbitration and Conciliation Act, 1996 and Rules and amendments made thereunder. The arbitration shall be conducted in English and venue shall be Kolkata only.

35. **JURISDICTION:**

Only Courts having territorial jurisdiction over the said Project Land shall have jurisdiction in all matters arising here from.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Said Land)

ALL THAT the pieces and parcel of land containing an area of **1172.017 Decimal** equivalent to **710.313 Cottahs approximately** be the same a little more or less situate lying at various R.S.and L.R Dags of Mouza Raghabpur (J.L.No 74) & Mouza- Dhamaitala (J.L. No. 75), Touzi No. 119, A.D.S.R Sonarpur, Police Station Sonarpur, under Poleghat Gram Panchayat in the District of South 24 Parganas as detailed below and also shown in the Plan annexed hereto and bordered in **'RED'** (Land Schedule of Kedia Group of Companies) & **'GREEN'** (Land Schedule of Sandhu Group of Companies).

PART - I

SCHEDULE OF KEDIA GROUP OF COMPANIES

Mouza- Raghabpur, J.L. No. 74

(Seal) Office of the Dist Sub-Registrar IV
South 24-Parganas, Alipur, Kol-27

District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas
15 MAR 2018

Serial No.	R.S Dag No.	L.R. Dag No	Purchased Area
1	197	282	65
2	202	218	8
3	203	230	56
4	217	234	19
5	218	236	25
6	220	238	17
7	230	243	4
8	231	280	93
9	234	268	101
10	235	267	8
11	236	266	33
12	237	269	23
13	239	264	20
14	240	263	18
15	245	261	20
16	250	257	12
17	252	256	43
18	255	276	12
19	256	277	17
20	258	278	13
21	259	279	2
22	260	281	110
23	271	283	17
24	244	253	15
25	246	260	14
26	243	252	15
27	225	247	5
28	232	244	0.0171

(Seal of the Dist Sub-Registrar IV)
South 24-Parganas, Alipur, Kol-27

District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas
15 MAR 2018

29	242	251	29
30	219	237	27
31	233	245	3
TOTAL			844.017

PART-II

SCHEDULE OF SANDHU GROUP OF COMPANIES

Mouza- Raghabpur, J.L. No. 74

Serial No.	R.S Dag No.	L.R. Dag No.	Purchased Area
1	222	240	79
2	223	250	35
3	224	248	29
4	226	246	41
5	227	249	13
6	229	242	11
7	241	262	6
8	238	265	36
9	225	247	35
10	228	241	9
	TOTAL		294

Mouza- Dhamaitala, J.L. No.75

Serial No.	R.S Dag No.	L.R. Dag No.	Purchased Area
1	187	212	16
2	186	210	18
	TOTAL		34

Seal, Office of the Dist Sub-Registrar IV
South 24-Parganas, Alipur, Kol-27

District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas
15 MAR 2018

PART - III-A

(Said Additional Land of Kedia Group of Companies)

ALL THAT the pieces and parcel of land containing an area of **59.982 Decimals equivalent of 36.353 Cottahs** be the same a little more or less situate lying at various R.S Dag Nos. 230, 228, 255, 251, 221, 232, 241 in L.R Dags 243, 241, 276, 258, 239, 244, 262 of Mouza Raghabpur, Touzi No. 119, A.D.S.R Sonarpur, Police Station Sonarpur, under Poleghat Gram Panchayat in the District of South 24 Parganas as detailed below.

SCHEDULE

Serial No.	R.S Dag No.	L.R. Dag No.	Addl Land
1	230	243	14
2	228	241	4
3	255	276	1
4	251	258	10
5	221	239	23
6	232	244	2.982
7	241	262	5
			59.982

PART - IV

(PROJECT LAND)

KEDIA GROUP OF COMPANIES

Mouza- Raghabpur, J.L. No. 74

Serial No.	R.S Dag No.	L.R. Dag No.	Area
1	197	282	65
2	202	218	8
3	203	230	56
4	217	234	19

(Seal) Office of the Dist Sub-Registrar IV
South 24-Parganas, Alipur, Kol-27

District Sub-Registrar-IV
Registration u/s 7(2) of
Registration Act 1908
Alipore, South 24 Parganas
15 MAR 2018

5	218	236	25
6	220	238	17
7	230	243	18
8	231	280	93
9	234	268	101
10	235	267	8
11	236	266	33
12	237	269	23
13	239	264	20
14	240	263	18
15	245	261	20
16	250	257	12
17	251	258	10
18	252	256	43
19	255	276	13
20	256	277	17
21	258	278	13
22	259	279	2
23	260	281	110
24	271	283	17
25	244	253	15
26	246	260	14
27	243	252	15
28	221	239	23
29	232	244	3
30	228	241	4
31	241	262	5
32	225	247	5
33	242	251	29

(Seal) Office of the Dist Sub-Registrar IV
South 24-Parganas, Alipur, Kol-27

District Sub-Registrar-IV
Registered U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas
15 MAR 2018

34	219	237	27
35	233	245	3
Total			904

(PROJECT LAND)

SANDHU GROUP OF COMPANIES

Mouza- Raghabpur, J.L. No. 74

Serial No.	R.S Dag No.	L.R. Dag No.	Total Area
1	222	240	79
2	223	250	35
3	224	248	29
4	226	246	41
6	227	249	13
7	229	242	11
10	238	265	36
11	225	247	35
12	228	241	9
13	241	262	6
TOTAL			294

Mouza- Dhamaitala, J.L. No.75

Serial No.	R.S Dag No.	L.R. Dag No.	Total Area
8	187	212	16
9	186	210	18
TOTAL			34

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Seal) Office of the Dist Sub-Registrar IV
South 24-Parganas, Alipur, Kol-27

District Sub-Registrar-IV
Under U/S 7(2) of
Registration Act 1908
Registration District 24 Parganas
Alipore, South 24 Parganas
5 MAR 2018

COMMON AREAS, FACILITIES AND AMENITIES

1. Games room, table tennis and other board games.
2. Library.
3. Children play zone.
4. Multipurpose court.
5. Landscaped garden.
6. Filtered water supply.
7. Round the clock security.
8. Cable TV wiring.
9. Septic Tank
10. Common area lighting
11. Space for Garbage area.

Any other facilities may be decided by the Developer at their discretion.

THE THIRD SCHEDULE ABOVE REFERRED TO:

COMMON EXPENSES

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.

2. Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the respective buildings of the complex and decorating and coloring all such parts of the property as usually are or ought to be.

3. Keeping the gardens and grounds of the property generally in a neat and tide condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.

Seal Office of the Dist Sub-Registrar IV
South 24-Parganas, Alipur, Kol-27

Sub-Registrar-IV
U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas

15 MAR 2018

4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.

5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.

6. Paying such workers as may be necessary in connection with the upkeep of the complex.

7. Insuring any risks.

8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the complex.

9. Cleaning as necessary of the areas forming parts of the complex.

10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time for the maintenance of the complex and providing such additional apparatus as the builder may think fit.

11. Providing and arranging for the emptying receptacles for rubbish.

12. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the various buildings of the complex or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual Owners of any Unit.

13. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or

(Seal) Office of the Dist Sub-Registar IV
South 24-Parganas, Alipur, Kol-27

District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas
15 MAR 2018