

07793/014

8007/14



पश्चिमबंगाल पश्चिम बंगाल WEST BENGAL



M.V. 1048 84156  
 B 372044  
 I am admitted to practice as a Notary Public in the State of West Bengal and the Government of West Bengal.

17069/14  
 4.10  
 2179/14  
 Addl. Registrar of Assurances II  
 Kolkata 28/6/14

JOINT DEVELOPMENT AGREEMENT

1. Date: 26<sup>th</sup> JUNE, 2014
2. Place: Kolkata
3. Parties

3.1 QUICK 'N' SAFE LIMITED, a Company registered under the provisions of the Companies Act, 1956 having its registered office at 5, Weston Street Police Station - Bowbazar, Kolkata-700013, represented by its Director SRI VINOD K JHA, son of Lt. Kamala Kant Jha of 5, Weston Street, Kolkata - 700013 hereinafter referred to as the Owner, which expression shall unless excluded by or repugnant to the context be deemed

250  
 200  
 100

28/03

11352  
BL. NO. .... DATE 06 JUN 2014  
NAME .....  
ADD .....  
AMT. 5000/- Five Thousand only

Shree Krishna Estates  
78, Duttamoy Street,  
Kolkata - 70001

*Sipak Yaduka*



c-4697

*Shree*  
MOUSUMI GHOSH  
LICENSED STAMP VENDOR  
KOLKATA REGISTRATION OFFICE

For M/s. SHREE KRISHNA ESTATES

*Sipak Yaduka*  
Authorised Signatory



c-4698



QUICK N SAFE LIMITED  
*[Signature]*  
Director

Identified by:  
Rajraj Guha Thakurta  
Advocate  
High Court, Calcutta.

*[Signature]*  
KOLKATA  
06 JUN 2014





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

Endorsement For Deed Number : I - 08007 of 2014  
(Serial No. 07793 of 2014 and Query No. 1902L000017069 of 2014)

On 26/06/2014

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

Presented for registration at 16.00 hrs on :26/06/2014, at the Private residence by Dipak Yaduka  
,Claimant.

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

Execution is admitted on 26/06/2014 by

1. Vinod K Jha  
Director, Quick N Safe Limited, 5, Weston Street, Kol, Thana:-Bowbazar, District:-Kolkata, WEST  
BENGAL, India, Pin :-700013.  
, By Profession : Business
2. Dipak Yaduka  
Authorised Signatory, M/s. Shree Krishna Estates, 5th Floor, 78, Bent nkh Street, Kol, District:-Kolkata,  
WEST BENGAL, India, Pin :-700001.  
, By Profession : Others  
  
Identified By Swraj Guha Thakurta, son of - , High Court Cal, Kol, District:-Kolkata, WEST BENGAL,  
India, . By Caste: Hindu, By Profession: Advocate.

( Dulal chandra Saha )  
ADDL. REGISTRAR OF ASSURANCES-II

On 27/06/2014

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been  
assessed at Rs.-10,48,34,156/-

Certified that the required stamp duty of this document is Rs.- 75021 /- and the Stamp duty paid as:  
Impressive Rs. 5000/-

( Dulal chandra Saha )  
ADDL. REGISTRAR OF ASSURANCES-II

On 28/06/2014

**Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A,  
Article number : 5, 5(f), 53 of Indian Stamp Act 1899.

**Payment of Fees:**

Amount By Cash :

Rs. 5510.00/-, on 28/06/2014



( Dulal chandra Saha )  
ADDL. REGISTRAR OF ASSURANCES-II



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

Endorsement For Deed Number : I - 08007 of 2014  
(Serial No. 07793 of 2014 and Query No. 1902L000017069 of 2014)

( Under Article : B = 5489/- ,E = 21/- on 28/06/2014 )

**Deficit stamp duty**

Deficit stamp duty Rs. 70030/- is paid , by the draft number 846272, Draft Date 07/06/2014, Bank State Bank of India, DAI HOUSIE SQUARE, received on 28/06/2014

( Dulal chandra Saha )  
ADDL. REGISTRAR OF ASSURANCES-II



( Dulal chandraSaha )  
ADDL. REGISTRAR OF ASSURANCES-II



to mean and include its executors, administrators, representative, assigns and successor-in-interest).

And

3.2 M/s. SHREE KRISHNA ESTATES, a Partnership Firm having its office at 78, Bentinck Street, 5th Floor, Kolkata -700001 and being represented by one of its Partners and authorized representative SRI DIPAK YADUKA son of Shri Basudeo Prasad Yaduka of P-44, C. I. T. Road, Scheme: VI. M. (S) Phoolbagan, Kolkata - 700054, hereinafter referred to as the Developer which expression shall unless excluded by or repugnant to the context be deemed to mean and include its executors, administrators, representative assigns and successor-in-interest).

Owner and Developer individually Party and collectively Parties.

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

4. Subject Matter of Agreement

4.1 Development and Commercial Exploitation of Said Property: Understanding between the Owner and the Developer with regard to development and commercial exploitation in the manner specified in this Agreement of land admeasuring ALL that the piece and parcel of land admeasuring an area of 10 Cottahs 10 Chittacks, be little more or less, along with partly one and partly one and half storied dilapidated building having total constructed area of 3478.4585 Sq Ft [Ground Floor-2674.4305 Sq Ft (Semi-Commercial) and First Floor-804.058 Sq Ft (Residential)] and appurtenances thereon, situated and lying at premises number 1, 3, 5 and 7, Weston Street, Kolkata-700013, Municipal Ward No. 46, within the limits of Kolkata Municipal Corporation more fully described in the 1<sup>st</sup>



APPROVED  
DATA  
2 JUN 2014

Schedule below and delineated on the Plan annexed hereto and bordered in color Red thereon (Said Property), by way of construction of New Building and ancillary facilities and other areas on the Said Property by demolishing the existing structures after settlement with the existing tenants (collectively Said New Building).

**5. Representations, Warranties and Background**

**5.1 Owner' Representations:** The Owner have represented and warranted to the Developer as follows:

**5.1.1 Absolute Ownership and Marketable Title:** By virtue of the events and in the circumstances described in the 2<sup>nd</sup> Schedule below (Devolution Of Title), the Owner became and are the joint and absolute Owner of the Said Property and the right, title and interest of the Owner to the Said Property is free from all encumbrances of any and every nature whatsoever Save And Except the existing tenants and the collateral security to the extent of Rs 10(ten) Crore from Yes & Axis Bank, Kolkata (Said Equitable Mortgage).

**5.1.2 Owner to Ensure Continuing Marketability:** The Owner shall ensure that Owner' title to the Said Property continues to remain marketable and free from all encumbrances at all times.

**5.1.3 No Previous Agreement:** The Owner have not entered into any agreement for sale, transfer, lease or development of the Said Property with any 3<sup>rd</sup> person or persons and /or Stranger other than the Developer.

**5.1.4 No Requisitions or Acquisitions:** The Said Property is at present not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise.



ADDITIONAL RECEIVED  
OF ASST. DIR. OF ARMY  
28 JULY 2014



- 5.1.5 **Owner have Authority:** The Owner have full right, power and absolute authority to enter into this Agreement.
- 5.1.6 **Absolute Possession:** The Said Property is in the khas, vacant, peaceful and absolute possession of the Owner.
- 5.1.7 **No Prejudicial Act:** The Owner have neither done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement.
- 5.2 **Developer's Representations and Obligation:** The Developer has represented and warranted to the Owner as follows:
- 5.2.1 **Infrastructure and Expertise of Developer:** The Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field and will have in due course necessary licenses, permissions and registration from concerned authorities to undertake the development of the Said New Building.
- 5.2.3 **Developer has Authority:** The Developer has full authority to enter into this Agreement and appropriate Authorizations to that effect exist.
- 5.3 **Decision to Develop:** The Owner decided to develop the Said Property. Pursuant thereto, preliminary discussions were held with the Developer for taking up the development of the Said Property by constructing a office building (Project) and after allotment of spaces to the existing tenants and to the Owner, selling the balance saleable spaces and amenities in the Said New Building (Units) to prospective buyers (Transferees).
- 5.4 **Finalization of Terms Based on Reliance on Representations:** Pursuant to the above relying on the representations made by the Parties to each other



ADDITIONAL REGISTRAR  
 OF ASSURANCE COMPANIES  
 26 JUN 2014



as stated above, final terms and conditions superseding all previous correspondence, agreements (oral or written) for the Project are being recorded by this Agreement.

**6. Basic Understanding**

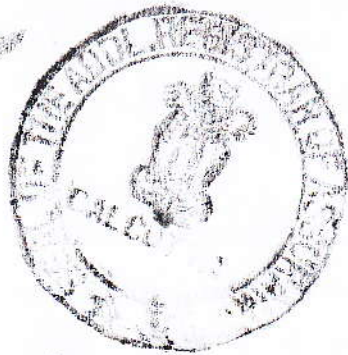
**6.1 Development of Said Property by Construction and Commercial Exploitation of Said New Building:** The Parties have mutually decided to take up the Project, i.e. the development of the Said Property by construction of the Said New Building thereon and commercial exploitation of the New Building by way of sale, lease, transfer etc.

**6.2 Nature and Use of Said Building :** The New Building shall be constructed in accordance with architectural plans (**Building Plans**) to be prepared by Architecture firm namely M/s. Shayanabhujit (**Architect**) and/or such other Architect to be appointed at the sole discretion of the Developer and as sanctioned by the Kolkata Municipal Corporation (hereafter 'KMC') and other statutory authorities concerned with sanction (collectively **Planning Authorities**), as a building comprising of Parking and other spaces at the Ground Floor and office and other spaces for business purpose and ancillary facilities and other areas, with specified areas, amenities and facilities to be enjoyed in common.

**7. Development and Commencement**

**7.1 Development:** The Parties hereby accept the Basic Understanding between them as recorded in Clause 6 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Consequent thereto, the Owner confirm that the Developer shall act as the Developer of the Said Property with right to execute the Project and the Developer confirms that it shall act as the developer of the Said Property.





ADDITIONAL REGISTRAR  
OF ASSISTANT  
26/07/2014

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

8. **Sanction and Construction**

8.1 **Sanction of Building Plans:** Upon the Owner satisfying the Developer about the marketability of their title to the Said Property, the Developer shall be responsible for obtaining all approvals needed for the Project including final sanction of the Building Plans and Completion Certificate and all costs and fees for sanctions and clearances shall be borne and paid by the Developer and the Developer shall within 30 (Thirty) months from the date of start of Construction and after completion of demolition work of the existing structure subject to extension of maximum 6 (six) months grace period and Force Majeure, complete the said New Building in all respect (**Completion Time**). The Developer shall start its construction only after settlement with all the tenants and after all the tenants vacates the said property for construction purpose and the Owners handed over such peaceful possession to the Developer and only after the developer have obtained sanction plan from Planning Authorities.

It is however made clear and agreed by both the parties that if the Developer bound/compelled to stop the construction works due to any reason which beyond the control of both the Parties herein and that neither be called as force majeure but due to an intervention from Third Party, Court and/or other Govt Office, then such intervention period shall be deducted from the aforesaid construction period. In such case considering



REGISTRAR OF COMPANIES  
KOLKATA  
2.6.2014



the circumstances the period for completion of the said project shall be mutually extended by both the parties for such period of time as may be necessary.

- 8.2 **Architects and Consultants:** The Owner confirms that the Owner has authorized the Developer at its sole discretion, to appoint and/or change the Architects and other consultants to assist in the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer and the Owner shall have no liability or responsibility.
- 8.3 **Salvage of the old Building:** It shall be the responsibility of the Developer to demolish the old existing buildings and structures at the said Property and clear the site for the purpose of construction at its own costs and expenses and the debris from such demolition and all realizations there from shall belong to the Developer exclusively for which Owner has no objection.
- 8.4 **Construction of Said New Building:** The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owner, construct, erect and complete the New Building in accordance with the sanctioned Building Plans. Such construction shall be as per specifications, described in 3<sup>rd</sup> Schedule below (Specifications), common to all Units of the New Building.
- 8.5 **Common Portions:** The Developer shall, at its own costs, install and erect in the New Building common areas, amenities and facilities such as stairways, lifts, generators, fire fighting equipments, passages, driveways, common lavatory, electric meter room, pump room, reservoirs, over head water tank, water pump and motor, water connection, drainage connection, sewerage connection and other facilities, if any (collectively



ADDITIONAL REGISTRAR  
 OF ASSESSMENT  
 BANGALORE

Common Portions). Be it mentioned that Developer shall have the right to use the common portions of the new building as per his discretion.

- 8.6 **Building Materials:** The Developer shall be authorized in the names of the Owner to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owner and required for the construction of the Said New building. The Developer shall obtain all the materials for construction purpose at its own cost and expenses.
- 8.7 **Temporary Connections:** The Developer shall be authorized to apply for and obtain temporary connections of water, electricity, drainage and sewerage at the Said Property. It is however clarified that the Developer shall also be entitled to use the existing electricity and water connection at the Said Property, upon payment of all usage charges.
- 8.8 **Modification of Building Plans:** Any amendment and/or modification to the Building Plans may be made or caused to be made by the Developer within the permissible limits of the Planning Authorities, which the Owners consents by executing this agreement.
- 8.9 **Co-operation by Owner:** The Owner shall not indulge in any activities which may be detrimental to the development of the Said Property and/or which may affect the mutual interest of the Parties. The Owner shall provide all cooperation that may be necessary for successful completion of the Project.
9. **Possession**
- 9.1 **Possession to Developer:** On and from this date of execution of this Agreement, the Owner have already granted permissive licence to the Developer to enter upon the Said Property for the development thereof and





ADDITIONAL REGISTRAR OF ASSURANCES  
26/01/2014

such licence continues and shall continue till the sanction of building plan and till obtaining of NOC from all the tenants of the said property. Upon sanction of the Building Plans by the Planning Authorities and after obtaining of NOC from all the tenants, such permissive license shall stand converted to possession in part performance of this Agreement, which the Developer will be entitled to retain till the Project is completed. However, the Owner shall continue to remain and shall always remain responsible and liable for all claims with regard to possession by any third party including but not limited to staff and employees of the Owner. Should such claim ever arise, the Owner will settle the same at their own cost and expense.

#### 10. Powers and Authorities

10.1 **Power of Attorney for Sanction, construction and sale of Developer's Allocation:** The Owner shall grant to the Developer and/or its nominees a Power of Attorney for the purpose of getting the Building Plans sanctioned/revalidated/modified/alterd by the KMC and the Planning Authorities and obtaining all necessary permissions from different authorities, construction of the New Building and for booking and sale of the Developer's Allocation (defined in Clause 11.2 below) and receiving consideration therefor and such authority shall include the authority to execute and register agreements, deeds and other papers and sale of the Developer's Allocation and other ancillary powers in connection with construction of the New Building and/or successfully completion of the Project.

10.2 **Further Acts:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owner hereby undertake that they shall execute, as and when

Faint, illegible text at the top of the page, possibly a header or introductory paragraph.

Second block of faint, illegible text in the middle of the page.

Third block of faint, illegible text at the bottom of the main body.



Handwritten signature or initials, possibly 'K', with a long horizontal line extending to the left.

ADMISSION REGISTRAR  
OF ASSISTANCE  
2.6 JUN 2018



necessary, all papers, documents, plans etc. for enabling the Developer to perform all obligations under this Agreement.

## **11. Allocations, Sale, Financials, Possession and Project Finance**

11.1 **Owner' Allocation:** The Developer shall, at its own costs and expenses, construct, finish, complete and make available according to the Building Plans) to the Owner as per the Specifications mentioned in the 3<sup>rd</sup> Schedule hereunder written in total 2000 Square feet Super-Built Up Area i.e. 1000 Square feet Super-Built-Up Area in 3<sup>rd</sup> Floor and 1000 Square feet Super - Built-Up Area in the 4<sup>th</sup> Floor of the New Building Together with right to park 2 (two) nos of medium size Cars (collectively **Owner' Allocation**). It is clarified that the Owner' Allocation shall include undivided, impartible share in (1) the Common Portions and (2) the land contained in the Said Property. The Owner shall be exclusively entitled to the Owner' Allocation with exclusive right to transfer or otherwise deal with the same in any manner the Owner deem appropriate, without any right, claim or interest therein whatsoever of the Developer and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession of the Owner' Allocation. It is clearly understood between the Parties that the dealings of the Owner with regard to Owner' Allocation shall not in any manner create any contractual or financial liability upon the Developer and such dealing shall always be subject to the provisions of this Agreement.

11.2 **Developer's Allocation:** The Developer shall be fully and completely entitled to the entire remaining balance area including the ultimate roof after allotment of areas to be allotted to the existing tenants and after allotment of Owner's Allocation, i.e. the (1) remaining saleable area of the New Building and (2) remaining covered and open car parking spaces in the Said Property (collectively **Developer's Allocation**). It is clarified that



RECEIVED  
OFFICE OF THE DIRECTOR  
NATIONAL ARCHIVES AND RECORDS ADMINISTRATION  
2.5.1974

the Developer's Allocation shall include undivided, impartible, indivisible and proportionate share in (1) the Common Portions and (2) the land contained in the Said Property. The Developer shall be exclusively entitled to the Developer's Allocation with exclusive right to transfer or otherwise deal with the same in any manner the Developer deems appropriate, without any right, claim or interest therein whatsoever of the Owner and the Owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation. It is clearly understood between the Parties that the dealings of the Developer with regard to Developer's Allocation shall not in any manner create any contractual or financial liability upon the Owner and such dealing shall always be subject to the provisions of this Agreement.

11.3 **Allocation Demarcation Agreement:** In furtherance of this Agreement, the Developer shall by a separate memo (**Allocation**) which will be co-terminus and co-extensive to this Agreement and where under the Owner's Allocation and the Developer Allocation shall be identified, demarcated and allocated. It is clarified that the identification, demarcation and allocation shall be based on the Building Plans to be sanctioned time to time by the KMC.

11.4 **Sale of Developer's Allocation:** In consideration of the Developer constructing the Owner's Allocation, the Owner shall execute deeds of conveyances of the undivided shares in the land contained in the Said Property as be attributable to the Developer's Allocation in favour of the Transferees of the Developer's Allocation, in such part or parts as shall be required by the Developer after allotment of areas allocable to the Tenants and the Owners. Such conveyances shall be executed by the Developer on behalf of the Owner, on the strength of the Power of Attorney mentioned in Clause 10.1 above. In respect of any unsold Units out of the Developer's





A

REGISTRAR  
MADRAS UNIVERSITY  
26 JUN 2018

Allocation, such conveyance shall be in favour of the Developer or its nominees, to be executed in the same manner as above.

- 11.5 **Interest Free Refundable Security Deposit:** The Developer shall pay to the Owner a interest Free refundable security deposits of Rs. 5,00,000/- (Rupees Five Lakhs) (Refundable Security Deposit) at the time of execution of this present which will be refunded by the Owner at the time of handing over of the possession of the Owners allocation area.

That out of the aforesaid Rs.5,00,000/- (Rupees Five Lakh) the Developer have paid a sum of Rs.4,77,617/- (Rupees Four Lakhs Seventy Seven Thousands and Six Hundred Seventeen) only towards outstanding Property Tax against the said Property on behalf of the Owner on their request which the Owner vide memo written herein below acknowledge.

- 11.5. **Possession to Tenants:** After completion of the said New Building, Developer shall give possession to those tenants of the said Property to be reinstated in terms of the agreements to be executed with the existing Tenants before start of construction work.

- 11.7 **Possession to Owner:** As soon as the New Building is completed, the Developer shall give a written notice to the Owner and the Owner shall be obliged to take possession of the Owner' Allocation area within 15 (fifteen) days from the date of such notice, failing which it shall be deemed that the Developer has delivered possession to the Owner without actually doing so on the date specified in the said notice. From such date of the Owner taking physical possession and/or deemed possession of the Owner' Allocation as mentioned above (Possession Date), the Owner shall become liable and responsible for the Rates (defined in Clause 12.1 below) and maintenance charges together with payment of all the extra charges for extra facilities and payment of various deposits as required to be paid by



A

ADDITIONAL REGISTRAR  
OF ASSURANCE  
21/6/2014



other transferees in the said New Building. It is clearly understood between the Parties that the dealings of the Owner with regard to the Owner's Allocation shall not in any manner create any contractual or financial liability upon the Developer and such dealings shall always be subject to the provisions of this Agreement.

11.8 **Possession to Transferees:** Possession of the sold Units out of the Developer's Allocation in the New Building shall be delivered by the Developer directly to the concerned Transferees. For the Developer's unsold Units out of the Developer's Allocation, the Developer shall retain possession.

11.9 **Project Finance:** The Developer, for the purpose of achieving financial closure of the Project, may arrange for financing of the Project (Project Finance) by a Bank/Financial Institution (Banker). Such Project Finance can be secured on the strength of the security of the Developer's Allocation and construction work-in-progress/receivables to the extent pertaining to the Developer's Allocation only. For this purpose, the Owner shall execute necessary documents through their delegated authority or Power of Attorney in favour of the Developer or its nominated person and the Owner shall join as consenting party (if required by the Banker) to create a charge on the Developer's Allocation in favour of Banker for availing the Project Finance but the Owner shall not have any liability or responsibility of any nature whatsoever with regard to the Project Finance and the Owner's Allocation shall not be affected in any manner whatsoever.

## 12. Municipal Taxes and Outgoings

12.1 **Relating to Prior Period:** All Municipal rates, taxes and outgoings on the Said Property (collectively Rates) upto the period of signing of this Joint Development Agreement shall be borne, paid and discharged by the



ADDITIONAL REGISTRAR  
OF COMPANIES, CALCUTTA  
26 JUN 2014

Owner and thereafter the same shall be paid and discharged by the Developer. It is made specifically clear that all Rates outstanding upto date of signing of this Joint Development Agreement, shall remain the liability of the Owner and such dues shall be borne and paid by the Owner as and when called upon by the Developer, without raising any objection thereto.

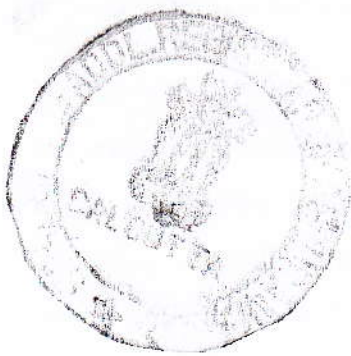
12.2 **Punctual Payment and Mutual Indemnity:** The Owner confirm after handing over of the Owner's Allocation by the Developer and the respective Transferees (for their respective Units) shall punctually and regularly pay the Rates and taxes to the concerned authorities and other payments relating to the extra works and facilities and various deposits payable to the Developer and payment of regular maintenance to the authority maintaining the said New Building after completion and the Parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever, directly or indirectly, instituted against or suffered by or paid by any of them, as the case maybe, consequent upon default by the other.

### 13. Maintenance

13.1 **Scheme of Maintenance:** The Developer shall frame a scheme for the management and administration of the Said New building, which shall be adopted, adhered to and abided by all Transferees, including the Owner, to which the Owner hereby give their unconditional consent.

13.2 **Maintenance Charge:** The Developer shall manage and maintain the Common Portions and services of the New Building either directly or through a Separate Maintenance Company and shall collect the costs and service charge therefore (Maintenance Charge). It is clarified that the Maintenance Charge shall include (1) premium for the insurance of the Said New Building, (2) charges for water, electricity, (3) sanitation and





ADDITIONAL REGISTRAR  
OFFICE MUMBAI KARNATAKA  
20 JULY 2014

scavenging and (4) occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments and all taxes including Service Tax applicable thereon. It is clarified that if the maintenance of the New Building is managed through a maintenance company then the service charge of the maintenance company shall also form part of the Maintenance Charge. The Owner shall not in any manner interfere with the aforesaid function of the Developer.

13.3 **Common Restrictions:** All Units in the New Building (including the Owner's Allocation or unsold Units and the Developer's Allocation or unsold Units) shall be subject to the same restrictions as are applicable to Ownership buildings, intended for common benefit of all occupiers of the Said New building.

#### 14. **Obligation of Developer**

14.1 **Completion of Development within Completion Time:** The Developer shall complete the entire process of development of the Said Property within the Completion Time.

14.2 **Meaning of Completion:** The word 'completion' shall mean ready-for-fit-out state with water supply, sewage connection, electrical connection, and the internal finishing of the Units such as flooring, POP, sanitary fittings, electrical wiring and fittings but air-conditioning ducting etc. shall not be done by the Developer in any of the Units and the same will be the responsibility and obligation of the Transferees (including the Owner in respect of the Owner Allocation).

14.3 **Planning, Designing and Development:** The Developer shall be responsible for planning, designing and development of the New



7/11/14  
OF 1979  
26 JUN 2014

Building with the help of the Architects, professional bodies, contractors, etc.

- 14.5 **Specifications:** The Specifications to be adopted by the Developer for the New Building shall be standard quality building materials as is provided in multistoried commercial buildings in and around Kolkata.
- 14.6 **Commencement of Project:** The Project shall commence within three months from the date of vacant and khas possession from all the existing tenants and obtaining of sanction Plan from the Planning Authorities. The development of the Said Property shall commence as per the Specifications, Building Plans, schemes, rules, regulations, bye-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, the Owner having no responsibility in respect thereof in any manner whatsoever.
- 14.7 **Construction at Developer's Cost:** The Developer shall construct the New Building at its own cost and responsibility. The Developer shall alone be responsible and liable to Government, KMC and other authorities concerned and to the Transferees and shall alone be liable for any loss or for any claim arising from such construction.
- 14.8. **Loan Liability of Owner mitigated by the Developer:** The Developer will be responsible about the existing collateral security to the extent of Rs 10 (ten) Crore from Yes & Axis Bank, Kolkata (Said Equitable Mortgage) on the terms agreed with the bank. The Developer, Owner and the Bank would Sign an Agreement to this extent wherein the Developer will pay the interest accrued on Rs.10 (Ten) Crores from the month of May, 2014, in regular monthly installments for the entire period till repayment of Rs.10 (Ten) Crores.



Building with the help of the Architects, professional bodies, contractors, etc.

- 14.5 **Specifications:** The Specifications to be adopted by the Developer for the New Building shall be standard quality building materials as is provided in multistoried commercial buildings in and around Kolkata.
- 14.6 **Commencement of Project:** The Project shall commence within three months from the date of vacant and khas possession from all the existing tenants and obtaining of sanction Plan from the Planning Authorities. The development of the Said Property shall commence as per the Specifications, Building Plans, schemes, rules, regulations, bye-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, the Owner having no responsibility in respect thereof in any manner whatsoever.
- 14.7 **Construction at Developer's Cost:** The Developer shall construct the New Building at its own cost and responsibility. The Developer shall alone be responsible and liable to Government, KMC and other authorities concerned and to the Transferees and shall alone be liable for any loss or for any claim arising from such construction.
- 14.8 **Loan Liability of Owner mitigated by the Developer:** The Developer will be responsible about the existing collateral security to the extent of Rs 10 (ten) Crore from Yes & Axis Bank, Kolkata (Said Equitable Mortgage) on the terms agreed with the bank. The Developer, Owner and the Bank would Sign an Agreement to this extent wherein the Developer will pay the interest accrued on Rs.10 (Ten) Crores from the month of May, 2014, in regular monthly installments for the entire period till repayment of Rs.10 (Ten) Crores.



REGISTRAR  
OF COMPANIES  
KOLKATA  
26 JULY 2014

The Developer would also pay in monthly installment or in lump sum the Principal Amount of Rs.10 (Ten) Crores to the Yes Bank & Axis Bank after a Holiday Period agreed by the Bank.

The Developer indemnifies the Owner on the responsibility of payment of the interest and principal as above from the month of May,2014 till repayment of Rs.10 (Ten) Crores.

- 14.9 **Settlement with Tenants:** The Developer will be responsible to deal with the existing Tenants as mentioned in the list already provided by the Owner (Said Tenants) and all cost of evicting, temporary rehabilitating and/or allotment of spaces in Newly Constructed Building (free of cost or otherwise) will be made by the Developer. Therefore the Developer independently either directly or through nominated person entitles to execute such agreements/documents with the existing tenants as it necessary.
- 14.10 **Tax Liabilities:** All tax liabilities in relation to the construction of the New Building shall be paid by the Developer. Any tax arising out of and/or relating to development / construction of the Owner's Allocation and transfer thereof shall be borne by the Owner. However, Service Tax, if any, applicable on area to be handed over to the tenants shall be the responsibility of the Developer.
- 14.11 **Permissions and Licenses:** It shall be the responsibility of the Developer to obtain all permissions and licenses required from various Government authorities such as U.L.C, KMC, Kolkata Metropolitan Development Authority, Kolkata Improvement Trust, Directorate of Fire Services, DC Traffic, Directorate of Electricity etc. for sanction of the Building Plans and execution of the Project and also from the Promoter's Cell for acting as promoter and sale of both the Owner's Allocation and the Developer's

Allocation. The expenses to be incurred for obtaining all such sanctions and permissions shall be borne by the Developer.

- 14.12 **Marketing:** The Developer shall be responsible for marketing of the New Building and the marketing strategy, budget, selection of publicity material, media etc. shall be decided by the Developer at its sole discretion.
- 14.13 **No Violation of Law:** The Developer hereby agrees and covenants with the Owner not to violate or contravene any of the provisions of the rules applicable to construction of the Said New building.

#### 15. Obligations of Owner

- 15.1 **Co-operation with Developer:** The Owner undertakes to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property.
- 15.2 **Deposit of Original Title Papers:** The Owner Confirm that after payment of Rs.10 Crores with interest to Yuz & Axis Bank, Kolkata (Said Equitable Mortgage) as mentioned in Clause 14.8 and after the said Co-lateral security i.e. the said Property is fully released, all the original papers of the said Property shall be handed over to the Developer and all such papers shall be kept by the Developer.
- 15.3 **No other Obligation:** The Owner have confirmed and guaranteed to the Developer that save and except the Equitable Mortgage and the existing Tenants as mentioned in this Agreement there are no other liabilities in respect of the said Property and the Developer shall not be made liable for any other liability of any nature whatsoever of Owner.





REGISTRAR OF COMPANIES  
CALCUTTA  
26 JUN 2014

- 15.4 **Act in Good Faith:** The Owner undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successful
- 15.5 **Documentation and Information:** The Owner undertakes to provide the Developer with any and all documentation and information relating to the Said Property as may be required by the Developer from time to time.
- 15.6 **No Obstruction in Dealing with Developer's Functions:** The Owner covenant not to do any act, deed or thing whatsoever whereby the Developer may be prevented from discharging its functions under this Agreement.
- 15.7 **No Obstruction in Construction:** The Owner hereby covenant not to cause any interference or hindrance in the construction of the Said New building. Be it mentioned that in case of additional sanction of additional floors by the Developer in the said property, the Owner hereby covenant not to cause any interference or hindrance in construction of such additional floors and shall not claim any entitlement other than the Owner's allocation area as specified in clause 11.1 herein above and the Developer shall be free to deal with such additional area as per its sole discretion.
- 15.8 **No Dealing with Said Property:** The Owner hereby covenant not to let out, grant lease, mortgage and/or charge the Said Property or any portions thereof save in the manner envisaged by this Agreement.
- 15.9 **Making out Marketable Title:** The Owner hereby covenant that no court permissions are required for development of the Said Property and/or sell of the Units/Flats to be constructed in the new building in the Said Property and the Owner shall be responsible for making out a good,



REGISTRAR  
OF COMPANIES, KOLKATA  
26 JUN 2014

bankable and marketable title to the Said Property, to the satisfaction of the Said Advocates of the Developer.

## 16. Indemnity

16.1 **By the Developer:** The Developer hereby indemnifies and agrees to keep the Owner saved, harmless and indemnified of, from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner in relation to the construction of the New Building and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's consultants, employees and/or the Transferees of the Developer's Allocation and any breach resulting in any successful claim by any third party or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.

16.2 **By Owner:** The Owner hereby indemnify and agree to 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 successful claim by any third party for any defect in title of the Said Property or any of the Representations of the Owner being incorrect.

## 17. Miscellaneous

17.1 **Parties Acting under Legal Advice:** Each Party has taken and shall take its own legal advice with regard to this Agreement.

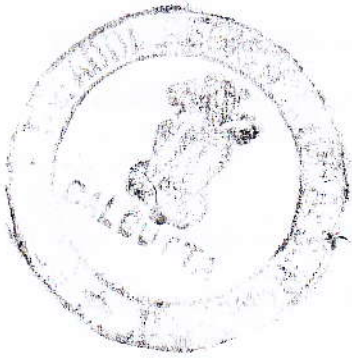
17.2 **Essence of Contract:** In addition to time, the Owner and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.





REGISTRAR  
OF COMPANIES, KOLKATA  
26.07.2014

- 17.3 **Valid Receipt:** The Owner shall issue valid receipts for all amounts paid under this Agreement.
- 17.4 **No Partnership:** The Owner and the Developer have entered into this Joint Development Agreement for the limited purpose of development and construction of the New Building and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 17.5 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 17.6 **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the New Building 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 the Owner. Further, various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been made herein. The Owner hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owner also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer.
- 17.7 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 17.8 **Taxation:** The Owner shall not be liable for any Income Tax, Wealth Tax, Service Tax or any other taxes in respect of the Developer's Allocation and



ADDITIONAL REGISTRAR  
OF ASSISTANCE-II, KOLKATA  
25 JULY 2014

the Developer shall be liable to make payment of the same and keep the Owner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly, the Developer shall not be liable for any Income Tax, Wealth Tax, Service Tax or any other taxes in respect of the Owner's Allocation and the Owner shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

17.9 **Name of Said New building:** The name of the New Building shall be such as shall be decided by the Developer only.

## 18. Defaults

18.1 **No Cancellation:** None of the Parties shall be entitled to cancel or rescind this Agreement without recourse to arbitration. In the event of any default on the part of either Party, the other Party shall be entitled to sue the Party in default for specific performance of this Agreement and also for damages.

## 19. Force Majeure

19.1 **Meaning:** Force Majeure shall mean and include an event preventing either Party from performing any or all of their obligations under this Agreement, which arises from, or is attributable to unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, non-availability of





ADDITIONAL REGISTRAR  
OF ASSISTANCE IN KOLKATA  
25 JULY 2014

construction material, hike in prices of construction material and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any Government or Court orders.

19.2 **Saving Due to Force Majeure:** If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force Majeure, that Party shall 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 time after the cessation, as is necessary for that Party, using all reasonable endeavors, to re-commence its affected operations in order for it to perform its obligations. Neither the Owner 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 Agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

## 20. Entire Agreement

20.1 **Supercession:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreements between the Parties, oral, express or implied.

## 21. Counterparts



✓  
KEMENTERIAN PENDIDIKAN DAN KULTUR  
23 JUNI 2014

21.1 **All Originals:** This Agreement is being executed and registered in one counterparts only, an original part shall be retained by the developer and the certified copy obtained from the registration office shall be retained by the Owner. The copy retained by the Developer shall be the property of the Developer, with full right of creation of mortgage, charge and other form of encumbrance on the said copy but without the Owner being liable therefore in any manner whatsoever.

## 22. Severance

22.1 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

22.2 **Deletion of Invalid Provision:** If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification/s as may be necessary to make it valid and enforceable.

22.3 **Reasonable Endeavour for Substitution:** The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision. The





ADDITIONAL REGISTRAR  
OF ASSAM  
26 JUN 2014

obligations of the Parties (if any) under any invalid or unenforceable provision of this Agreement shall be suspended whilst an attempt at such substitution is made.

**23. Reservation of Rights**

23.1 **Right to Waive:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by such Party.

23.2 **Forbearance:** No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.

23.3 **No Waiver:** Any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence to or recognition of any right under or arising out of this Agreement or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.

23.4 **No Continuing Waiver:** A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a future occasion. No omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall constitute a waiver of such obligation of the other Party or the due and punctual performance thereof by such other Party and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other (similar or otherwise) obligations hereunder or as a waiver of any right or remedy that such Party may otherwise have in law or in equity.



ADDITIONAL REGISTRAR  
OF ASSISTANT REGISTRARS  
26 JAN 2014

**24. Amendment/Modification**

24.1 **Express Documentation:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the Parties and expressly referring to the relevant provision of this Agreement.

**25. Notice**

25.1 **Mode of Service:** Any notice or other written communication given under or in connection with this Agreement may be delivered personally, or by facsimile transmission, or 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). The Owner shall address all such notices and other written communications to the Partners of the Developer firm and the Developer shall address all such notices and other written communications to the Director of the Owner. Any such notice or other written communication shall be deemed to have been served (1) if delivered personally, at the time of delivery, (2) if sent by registered post or courier service, on the 4<sup>th</sup> day of handing over the same to the postal authorities/service provider and (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.

25.2 **Proof of Service:** In proving service of notice served as aforesaid, it shall be sufficient to prove that personal delivery was made or in the case of registered post or courier, that such notice or other written communication was properly addressed and delivered to the postal authorities/service provider or in the case of a facsimile message, that an activity or other





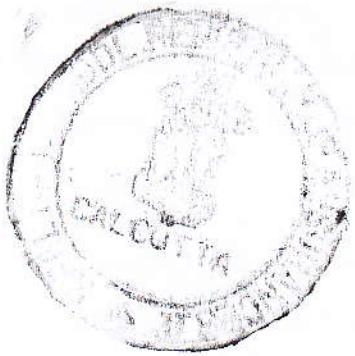
ADDITIONAL REGISTRAR  
OF ASSURANCE COLLECTA  
26 JAN 2014

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.

## 26. Arbitration

26.1 **Arbitration:** All disputes and differences arising amongst the parties hereto in any way relating to or connected with the said premises and/or building and/or relating to the construction or any of the terms of this agreement or for anything done or omitted to be done in pursuance hereof or otherwise relating to any act, deed or thing arising out of or connected with this agreement shall be referred to the sole arbitration of Rajendra Kr. Jalan, Advocate of No. 6, Old Post Office Street, 3rd Floor, Room No.79/22, Kolkata 700001 to be appointed by the Developer. The arbitrator so appointed shall formulate his own procedure and shall be entitled to dispense with filing of pleadings or taking of any evidence and shall be entitled to dispose off the proceedings in a summary manner. The arbitrator shall have summary powers. The award of such arbitrator shall pronounce the award as expeditiously as possible after entering all the reference or within such time as he may deem expedient. The pronouncement of the award by the arbitrator in a meeting of the parties fixed after the conclusion of the arbitration proceedings shall be deemed to be the publication of the award and shall be construed as the date of receipt of the award by the parties to the agreement. The costs and expenses of the arbitration proceedings shall be borne by the Purchaser. The arbitrator will not be required to give reasons in support of his award. The arbitrator shall hold his sittings at Kolkata.

26.2 **Disputes Between Owner:** All disputes inter se between the Owner in respect of any aspect or issue arising out of this Agreement shall be



ADDITIONAL REGISTRAR  
OF ASSAM  
26/03/2014

resolved in the same manner through arbitration as mentioned in Clause 26.1 above, *mutatis mutandis* excepting that the Arbitration Tribunal shall consist of a Sole Arbitrator to be mutually appointed by all the Owner.

26.3 **Disputes Between Owner not to Affect Agreement:** The Owner and each of them confirm, assure and undertake to the Developer that any dispute *inter se* between the Owner shall not in any way affect this Agreement and/or the development of the Said Property in terms hereof. The Owner shall take particular care to ensure that such disputes do not adversely affect or interfere with the construction of the New Building and the sale of the Units.

## 27. Jurisdiction

27.1 **Court:** In connection with the aforesaid arbitration proceedings, the courts at the District Court having territorial jurisdiction over the Said Property and the High Court only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

## 28. Rules of Interpretation

28.1 **Presumptions Rebutted:** It is agreed that all presumptions which may arise in law at variance with the express provisions of this Agreement stand rebutted and that no presumptions shall arise adverse to the right, title and interest of Parties to the Said Property, the New Building and/or the respective allocations of the Parties therein.

28.2 **Statutes:** In this Agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be





ADDITIONAL REGISTRAR  
OF COMPANIES N. KOLKATA  
26 JUN 2014

construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statutory provision shall be construed as including references to all statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statutory provision.

28.3 **Clause or Paragraph:** In this Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a reference to a clause or paragraph or schedule (as the case may be) of this Agreement and the schedules form part of and are deemed to be incorporated in this Agreement.

28.4 **Including:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceeding those terms.

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

28.6 **Definitions:** In this Agreement, the words put in brackets and in bold prints define the word, phrase and expression preceding.

#### **1<sup>st</sup> Schedule**

**(Said Property)**

ALL THAT the piece and parcel of land ad-measuring an area of 10 Cottahs 10 Chittacks, be little more or less, along with partly one and half storied



*b*

ADDITIONAL REGISTRAR  
OF ASSISTANT REGISTRARS  
2 FEB 2014

dilapidated building having total constructed area of 3478.4585 Sq Ft [Ground Floor-26/4.4005 Sq Ft (Semi-Commercial) and First Floor-804.058 Sq Ft (Residential)] and appurtenances thereon, situated and lying at Municipal Premises Numbers 1, 3, 5 and 7, Weston Street, P.S. Bowbazar, Kolkata-700013, Municipal Ward No. 46, within the limits of Kolkata Municipal Corporation as delineated in the Plan annexed hereto and bordered RED and butted and bounded as follows:-

ON THE EAST : BY PREMISES NO: 9, WESTON STREET;

ON THE WEST : BY PREMISES NO: 74, BENTINCK STREET;

ON THE NORTH : BY PREMISES NO: 75, BENTINCK STREET;

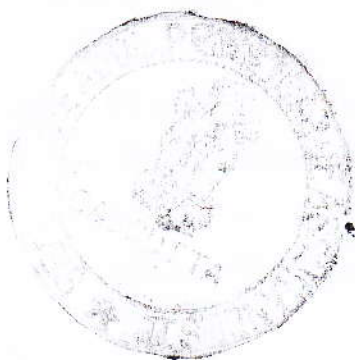
ON THE SOUTH : BY 19 FT. WIDE WESTON STREET;

#### 2<sup>nd</sup> Schedule

#### (Devolution of Title)

A. Ownership of Krishna Behari Seal: One Krishna Behary Seal during his lifetime now deceased, son of Late Kunja Behary Seal was the sole, recorded and absolute Owner and was in khas and peaceful possession of ALL THAT piece and parcel of undivided land admeasuring an area about 10 Cottahs 10 Chittacks be the same a little more or less along with a pucca roofed structure standing thereon situated at and lying in and being the municipal holding Nos.1,3,5 & 7, Weston Street, P.S.- Bowbazar, KMC ward No.46, Kolkata-700013 together with egress and ingress easements rights and appurtenants thereto, morefully and particularly described in the Schedule hereinabove (hereinafter referred to as "the said Property") free from all encumbrances and/or alienation whatsoever.





ADDITIONAL REGISTRAR  
OF ASSURANCE - MALAYA  
2 OCT 2014

**B. Will of Krishna Behary Seal:** That the said late Krishna Behary Seal who was governed by the Dayabhaga School of Hindu Law, before his death made his last will and testament dated 30/06/1956 bequeathed to his eldest son Shri Sudhir Kumar Seal, since deceased and his fourth son Shri Birendra Kumar Seal, since deceased, being the joint executors of the will dated 30/06/1956 jointly and absolutely all the rights, title and interest in connection to ALL THAT piece and parcel of undivided land admeasuring an area about 10 Cottahs 10 Chittacks be the same a little more or less along with a pucca roofed structure standing thereon situated at and lying in and being the municipal Premises Nos.1, 3, 5 & 7, Weston Street, P.S.- Bowbazar, KMC ward No.46, Kolkata-700013 together with egress and ingress easements rights and appurtenants thereto, (hereinafter referred to as the "the said Property").

**C. Death of Krishna Behary Seal:** The said Krishna Behary Seal died on 20/03/1957, after having made and published his last Will and Testament dated 30/06/1956 leaving behind the following relations as his legal heirs and survivors.

Sl No	Name of Parties	Status
1	Smt. Shyama Sundari Dassi, since deceased.	Widow
2	Shri Sudhir Kumar Seal, since deceased.	Eldest Son
3	Shri Madhusudan Seal.	Second Son
4	Shri Rabindra Nath Seal.	Third Son
5	Shri Birendra Nath Seal, since deceased.	Fourth Son



*[Handwritten signature]*

ADDITIONAL REGISTRAR  
OF ABSURANCE KOLKATA  
26 JUN 2014

6	Shri Nimai Chand Seal	Fifth Son
7	Shri Netai Chand Seal	Sixth Son
8	Shri Dharendra Nath Seal	Seventh Son
9	Shri Jitendra Nath Seal	Eighth/youngest Son
10	Smt. Ranu Bala Auddy.	Eldest Widowed Daughter.
11	Smt. Lakshmi Sona Dutta	Second Married Daughter
12	Kumari Anima Seal	Third youngest Unmarried Daughter.

- D Probate of the Will of Krishna Behary Seal:** The said Shri Sudhir Kumar Seal, since deceased and Shri Birendra Kumar Seal, since deceased as the joint executors for the will dated 30/06/1956 of Krishna Behary Seal obtained probate of the said Will on 08/04/1965 from the Hon'ble High Court at Calcutta.
- E Ownership of Sudhir and Birendra Kumar Seal:** By virtue of the said Will the said Shri Sudhir Kumar Seal, since deceased and Shri Birendra Kumar Seal, since deceased became the absolute and joints owners of the Property and they each inherited 50% Undivided share in the Said Property and they recorded their names as the Joints owners in the record of the Kolkata Municipal Corporation and regularly kept paying the yearly taxes, levies, etc. thereof and enjoying the interest there from free from all encumbrances and/or alienation whatsoever.
- F Last will Sudhir Kumar Seal:** The said Sudhir Kumar Seal, who was governed by the Dayabhaga School of Hindu Law, by way of his said last





✓

ADDITIONAL REGISTRAR  
OF ASSURANCES, CALCUTTA  
26 JULY 2014

registered Will and Testament dated 14/08/1995, which was registered in the office of the Additional District Sub-Registrar, Serampore, Hoogly and recorded therein in Book No III, Volume No.2, Pages 103-112, being No.83 for the year 1995 wherein he bequeathed to his only son Shri Samir Kumar Seal solely and absolutely all his rights, title and interest being 50% (8 annas) undivided share in the said Property.

- G Death of Sudhir Kumar Seal:** The said Sudhir Kumar Seal the eldest son of Shri Krishna Bahary Seal died on 10/12/2004 after having made and published his last will and testament dated 14/08/1995, leaving behind the following relations as his heirs and survivors:

Sl No.	Name of the Legal Heirs / Survivors	Relationship with Sudhir Kumar Seal
1	Smt. Annapurna Seal	Widow
2	Shri Samir Kumar Seal	Only Son
3	Smt. Sandhya Dey (Seal)	Married Daughter

- II Probate of the Last will of Sudhir Kumar Seal:** The said Shri Samir Kumar Seal, the only son of Sudhir Kumar Seal, since deceased as the Sole executor for the will dated 14/08/1995 of Sudhir Kumar Seal obtained probate of the said Will on 09/04/2008 from the Hon'ble High Court at Calcutta.

- I Death of Shri Birendra Kumar Seal:** The other Co-Owner, viz. the fourth son Shri Birendra Kumar Seal who was governed by the Dayabagha School of Hindu Law died intestate on 01/11/2006, leaving behind him his sole legal heir and survivor, his widow, Smt. Saraswati Seal as the only legal heir



ADDITIONAL ASSISTANT  
SECRETARY  
26.3.2014

of the said deceased and the said Smt. Saraswati Seal inherited 50% (8 annas) undivided share in the said Property.

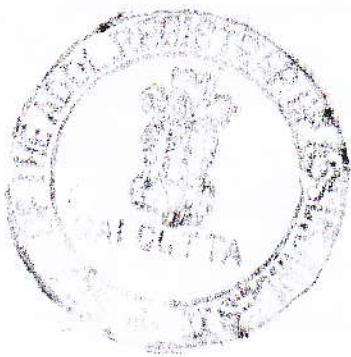
**J Ownership of Sri Samir Kumar Seal and Smt. Saraswati Seal:** Thus the said Sri Samir Kumar Seal and Smt. Saraswati Seal jointly became the absolute owners of the Property free from all encumbrances and /or alienation whatsoever

**K Sale by Sri Samir Kumar Seal & Smt. Saraswati Seal:** By a registered Deed of Conveyance dated 8<sup>th</sup> August, 2008 registered with ARA - II, in Book No I, Volume No17, pages 10561 to 10582, being No. 08437 for the year 2009 the said Sri Samir Kumar Seal and Smt. Saraswati Seal sold, transferred and conveyed ALL THAT piece and parcel of undivided land admeasuring an area about 10 Cottahs 10 Chittack be the same a little more or less along together with a pucca roofed structure standing thereon situated at and lying in and being the Municipal Premises Nos.1, 3, 5 & 7, Weston Street, P.S.- Bowbazar, KMC ward No.46, Kolkata-700013 together with egress and ingress easements rights and appurtenants thereto, more fully and particularly described in the Schedule hereinabove (hereinafter referred to as "the said Property") unto and in favour of Quick 'N' Safe Service Private Limited free from all encumbrances and/or alienation whatsoever.

**L Ownership Of Quick 'N' Safe Service Private Limited:** By virtue of the said Deed of Conveyance the said Quick 'N' Safe Service Private Limited became the absolute owners of the Property free from all encumbrances and /or alienation whatsoever Save And Except the collateral security of Rs 10(ten) Crore from Yes Bank Limited & Axis Bank Limited, Kolkata (Said Equitable Mortgage).

**M. Change of name of the Owner:**





6

ADDITIONAL RESEARCH  
STATION  
20 APR 2010

The directors of QUICK 'N' SAFE SERVICE PRIVATE LIMITED duly passed the necessary resolution and got the approval of Government of India Ministry of Corporate Affairs dated 05/09/2008 to change its name to QUICK 'N' SAFE PRIVATE LIMITED and subsequently received the Fresh Certificate of Incorporation Consequent upon Change of Name..

Thereafter, the directors passed further necessary resolutions and got the approval of Government of India Ministry of Corporate Affairs dated 25/09/2008 to change its name from "QUICK 'N' SAFE PRIVATE LIMITED" "QUICK 'N' SAFE LIMITED" due to conversion to public limited company and subsequently received the Fresh Certificate of Incorporation Consequent upon such conversion and change of name.

Further, QUICK 'N' SAFE LIMITED passed a resolution dated 3<sup>rd</sup> June, 2014 whereby they have agreed to enter Joint Venture Agreement in respect of the Said Property with the Developer herein.

### 3<sup>rd</sup> Schedule

#### (Specifications)

Structure	RCC framed structure with anti termite treatment in the foundation.
Interior Walls	Conventional brickwork with mortar plaster and finished with Wall Putty/Normal POP finish for Tenants.
Windows	Aluminum Sliding Windows or such other windows as suggested by the Architect.
Doors	Quality Flush Doors on main entrance with outside portion matching with outside lobby décor with quality lock fitting.
Flooring	Vitrified tiles of reputed brand
Ground & Common Lobbies	Well decorated lobby
Electrical	Concealed wiring using flame retardant wires upto the said Unit (i.e. Main line only)
Water supply	Common filtered water supply of the KMC through outlets in



→  
ADDITIONAL REGISTRAR  
OF ASSAM  
2 6/2014

	common toilets and common drinking water outlets
Lift	Lift of KONE make or equivalent brand.
Specials	One common toilet at each floor
Common lighting	Overhead illumination for compound and street lighting

29. Execution and Delivery

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

QUICK N SAFE LIMITED

Director

(VINOD K. JHA).

[Owner]

For M/s. SHREE KRISHNA ESTATES

*Bipate Tadukar*

Authorised Signatory

[Developer]

Witnesses:

1. *Geetha*  
O/A, Hosur Mohan Ghosh Lane,  
Kefuata - 700085
2. *Ravraj Gunda Thakur*  
*Advocate*  
High Court, Calcutta.





ADDITIONAL REGISTRAR  
OF ASSAULTS AND  
2 6 1920

### Receipt and Memo of Consideration

Received from the within named Developer the within mentioned sum of Rs. 5,00,000/- (Rupees Five Lakhs) towards payment of the Security Deposit in terms of Clause Nos. 11.5 of this Agreement, in the following manner:

Sl. No	Cheque No.	Date	Bank	Branch	Amount (Rs.)
1.	000047	09-06-14	H.D.F.C Bank Ltd	Statesman House	1,19,437.00
2.	000048	12-06-14	----- DO -----	--- DO ---	3,58,180.00
3.	000022	26-06-14	----- DO -----	--- DO ---	22,383.00
Total					5,00,000.00

QUICK N SAFE LIMITED

  
Director

For M/s. SHREE KRISHNA ESTATES

  
Authorised Signatory

[Owner]

[Developer]

Witnesses:

Signature



Name Alam Chatterjee  
C/A, Haromohan Ghosh Lane,  
Kolkata - 700085

Signature SURAJ GUHA THAKURTA

Name: SURAJ GUHA THAKURTA  
Advocate  
High Court, Calcutta.

Drafted by

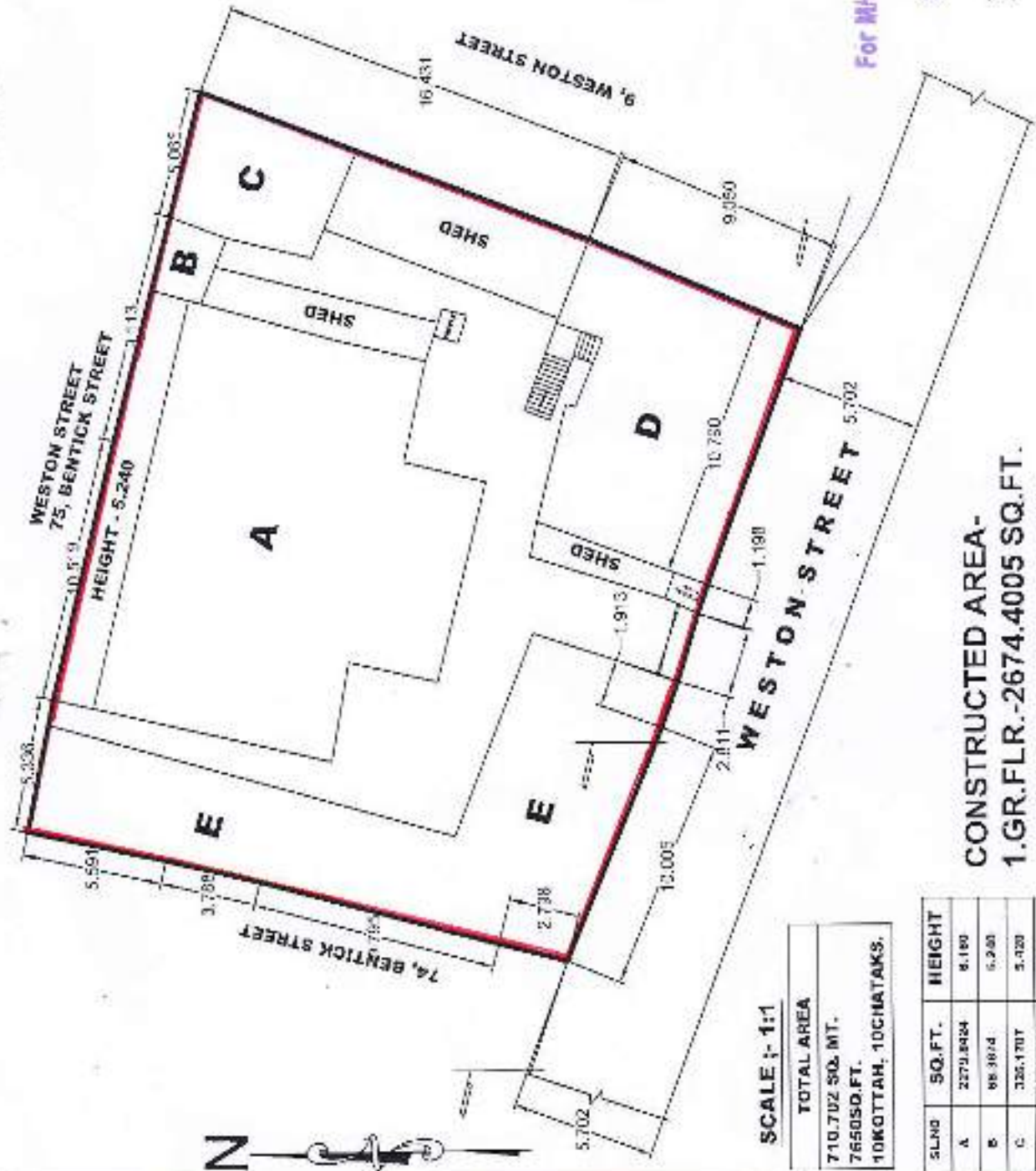
Rajesh Gangopadhyay  
Advocate  
High Court, Calcutta.  
F-1369/~~2008~~ 761/1998



MINISTRY OF  
INTERNAL AFFAIRS  
2 0012014

**PREMISES NOS. 1, 3, 5 & 7, WESTON STREET, P.S.- BOWBAZAR, K.M.C. WARD NO. 46,  
KOLKATA-700013.**

**LAND AREA-10 COTTAH, 10 CHATAKS LITTLE MORE OR LESS.**



QUICK N SAFE LIMITED  
Director

**SIGN. OF OWNER**

For M/s. SHREE KRISHNA ESTATES

*Authorised Signatory*

Authorised Signatory

**SIGN. OF DEVELOPER**

**SCALE :- 1:1**

<b>TOTAL AREA</b>
710.702 SQ. MT.
7650 SQ. FT.
10 COTTAH, 10 CHATAKS.

SLNO	SQ. FT.	HEIGHT
A	2279.8424	6.180
B	98.3674	6.263
C	326.1707	5.320
D	313.450	7.310
E	492.600	7.865

**CONSTRUCTED AREA-**  
1.GR.FLR.-2674.4005 SQ.FT.  
2.1ST FLR.-804.058 SQ.FT.



37

11 11 11

11 11 11

11 11 11



26 JUN 2014

**SPECIMEN FORM FOR TEN FINGER PRINTS**

Signature of  
Respondents /  
Presentants

	<i>Rajesh Gadhwan</i>						
		LEFT HAND					
							
		RIGHT HAND					

							
		LEFT HAND					
							
		RIGHT HAND					

<p align="center">PHOTO</p>							
		LEFT HAND					
		RIGHT HAND					

<p align="center">PHOTO</p>							
		LEFT HAND					
		RIGHT HAND					



2 19 JUN 2014

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 38  
Page from 2333 to 2375  
being No 00007 for the year 2014.



(DulalchandraSaha) 30-June-2014  
ADDL. REGISTRAR OF ASSURANCES-II  
Office of the A.R.A. - II KOLKATA  
West Bengal