

भारतीय गैर न्यायिक

एक सौ रुपये

रु. 100



सत्यमेव जयते

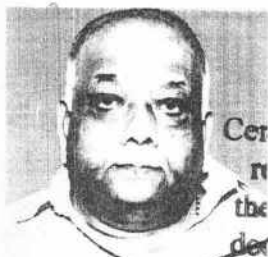
Rs. 100

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

S 358558



Certified that the document is ad-
mistrated. The signature sheet and
the endorsement sheet attached with the
document are the part of this document.

Chandra Prava Jajodia

Chandra Prava Jajodia
District Sub-Register-III
Alipore, South 24-parganas.



Sonia Jajodia

THIS AGREEMENT is made on this 08th day of April Two Thousand and Fourteen
BETWEEN CHANDRA PRAVA JAJODIA (Income Tax PAN ACTPJ8304M) wife of Mr.
Parmanand Jajodia AND SONIA JAJODIA (Income Tax PAN AEVPJ2684Q) wife of Mr.
Punit Jajodia both presently residing at No. 80A, Tiljala Road, Kolkata 700 039 PS Tiljala
hereinafter jointly referred to as the OWNERS of the ONE PART AND SATVIC
PROJECTS PROPERTY LIMITED (Income Tax PAN AAHCS4891F) a company within
the meaning of the Companies Act, 1956 herein represented by one of its director Mr.
Sheo Kumar Ruia and presently having its registered office situate at No. 21/2,
Ballygunge Place, Kolkata 700 019, hereinafter called the DEVELOPER of the OTHER
PART:

Sheo Kumar Ruia

ENGLI...
NEW...
2014...
...

180754
BANJAY KUMAR BAID
Advocate,
1, Old Post Office Street
Kolkata - 700 001

NAME
ADD
Rs.
100/- - 6 FEB 2014	
SURANJAN MUKHERJEE	
Licensed Stamp Vendor	
C. C. Court	
2 & 3, K. S. Roy Road, Kol-1	

20-2001-
501-
10/-
2601-

- 6 FEB 2014
- 6 FEB 2014

[Signature]
For Satvic Projects Pvt. Ltd.
S. P. S. - 14

[Signature]
Director
(SHEO KUMAR RUIA)

[Fingerprint]
NETI - 1679

Chandra Prava Tajodia



[Fingerprint]
NETI - 1680

Soni Tajodia

[Signature]
District Sub-Registrar-III
Alipore, South 24 Parganas
8 APR 2014

[Signature]
Trilok Chand Naita
S/o Late Mahabir Prasad Naita
48, Sreedhar Roy Road
Kolkata - 700 039

भारतीय गैर न्यायिक

एक सौ रुपये

रु. 100



सत्यमेव जयते

Rs. 100

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

S 358557

WHEREAS:

- A. By an Indenture dated 30th December 1987 and registered with the Registrar of Assurance, Calcutta in Book No. I, volume No. 315 in pages 231 to 242 being deed No. 13095 of 1987 Swapna Chowdhury sold transferred and conveyed unto and in favour of Chandra Prava Jajodia **ALL THAT** the piece or parcel of land containing by ad – measurement an area of about 03 cottahs and 15 chittacks lying situate at and/or being part or portion of premises No. 138C, Picnic Garden Road and subsequently named and numbered as municipal premises No. 1A/33, Kustia Road, Kolkata 700 039 PS Tiljala in ward No. 66 of the Kolkata Municipal Corporation. (hereinafter referred to as the said LAND A) for the consideration and in the manner as contained and recorded therein. *By*

180754

BANJAY KUMAR BAID
Advocate,

NAME *S. Old Post Office Street*
 ADD *Kolkata - 700 001*
 Rs. *100/-*
6 FEB 2014
SURANJAN MUKHERJEE
 Licensed Stamp Vendor
 C. C. Court
 2 & 3, K. S. Roy Road, Krl-1

20-200/-
 50/-
 10/-

 260/-

- 6 FEB 2014
 - 6 FEB 2014



District Sub-Registrar-III
 Alipore, South 24 Parganas

8 APR 2014

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भारतीय गैर न्यायिक

पचास
रुपये

रु.50



FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

N 531049

B. By an Indenture dated 09th February 1996 and registered with the Registrar, Delhi in Book No. I, volume No. 1422 in pages 140 to 151 being deed No. 549 of 1996 Jaya Rani Bhattacharya sold transferred and conveyed unto and in favour of Sonia Jajodia **ALL THAT** the piece or parcel of land containing by ad – measurement an area of about 03 cottahs and 15⁰⁰ chittacks lying situate at and/or being part or portion of premises No. 138C, Picnic Garden Road and subsequently named and numbered as municipal premises No. 1A/4, Kustia Road, Kolkata 700 039 PS Tiljala in ward No. 66 of the Kolkata Municipal Corporation (hereinafter referred to as the said LAND B) for the consideration and in the manner as contained and recorded therein.

C. The said Land A and Land B are hereinafter for the sake of brevity collectively referred to as the said **PREMISES** and is more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written. 82

180754

SUNJAY KUMAR BAID
Advocate,

Old Post Office Street
Kolkata - 700 001

NAME:
ADD:
Rs.

50 - 6 FEB 2014

SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Roy Road, Kol-1

20-200/-
50/-
10/-
260/-

- 6 FEB 2014
- 6 FEB 2014



District Registrar-III
Alipore, South 24 Parganas
8 APR 2014



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

76AA 889446

- D. The Owners have caused to have their names mutated in the records of the Kolkata Municipal Corporation and are in unfettered possession thereof.
- E. The Owners are desirous of causing the said Premises to be developed and have agreed to appoint the Developer herein who is a reputed promoter and is registered under the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993 as the exclusive Developer for undertaking the work of development of the said Premises upon the terms and conditions hereinafter appearing. *Sr*

NO
box

180754

SANJAY KUMAR BAID
Advocate
6, Old Post Office Street
Kolkata - 700 001

Name
ADD
Rs
10/- - 6 FEB 2014	
SURANJAN MUKHERJEE	
Licensed Stamp Vendor C. C. Court 2 & 3, K. S. Roy Road, KOL 1	

20-200/-
50/-
10/-

260/-

[Signature]
- 6 FEB 2014
- 6 FEB 2014



District Sub-Registrar-III
Alipore, South 24 Parganas

8 APR 2014


NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

ARTICLE-I-DEFINITIONS & INTERPRETATIONS

(Unless in these presents there is something in the subject or context inconsistent with):

- 1A.1 **ARCHITECT** shall mean and include **MR. ANJAN UKIL** of No. P-523, Raja Basanta Roy Road, Kolkata 700 029 or such person or firm who may be appointed as architects of the building by the Developer.
- 1A.2 **NEW BUILDING** shall mean the proposed multistoried building to be constructed at the said Premises in accordance with the Plan to be sanctioned by the Kolkata Municipal Corporation and other appropriate authority or authorities for construction on the said Premises.
- 1A.3 **OWNERS** shall mean and include their respective heirs, executors, administrators, legal representatives and assigns.
- 1A.4 **DEVELOPER** shall mean and include its successor or successors – in – interest, transferors and/or nominee/s.
- 1A.5 **COMMON FACILITIES/PORCTIONS** shall include paths passages, stairways and other spaces and facilities whatsoever expressly specified by the Developer upon completion of the building for the establishment location enjoyment provision maintenance and/or management of the building.
- 1A.6 **CONSTRUCTED SPACE** shall mean the space in the said New Building available for independent use and occupation including the space as to be demarcated for common facilities and services by the Developer.
- 1A.7 **PREMISES** shall mean and include **ALL THAT** the piece or parcel of land containing by ad-measurement an area of about 07 (seven) cottahs and 14 (fourteen) chittacks be the same a little more or less lying situate at and/or being municipal premises Nos. 1A/4 & 1A/33, Kustia Road, Kolkata 700 039 PS Tiljala in ward No. 66 of the Kolkata Municipal Corporation and is morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written.
- 1A.8 **PLAN** shall mean the map or plan to be submitted to the Kolkata Municipal Corporation for construction of the said New Building at the said Premises with such other variation or modification and/or alteration as may be mutually agreed upon between the parties and duly sanctioned by the authorities concerned and shall also include all working drawings to be got prepared by the Developer.

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- 1A.9 **OWNERS' ALLOCATION** shall mean and include 40% of the entire saleable areas on the upper floors of the said New Building including the first floor of the said New Building that shall be got sanctioned for semi-commercial usage as per the KMC laws together with 40% of the ground floor of the said New Building together with undivided proportionate share in the land comprised in the said Premises together with undivided proportionate share in the common parts and facilities details of all are morefully and particularly mentioned and described in **PART – I** of the **SECOND SCHEDULE** hereunder written.
- 1A.10 **DEVELOPER'S ALLOCATION** shall mean and include 60% of the entire saleable areas on upper floors of the said New Building together with the 60% of the ground floor of the said New Building together with undivided proportionate share in the land comprised in the Premises together with undivided proportionate share in the common parts and facilities the details of which are mentioned and described in **PART – II** of the **SECOND SCHEDULE** hereunder written.
- 1A.11 **FORCE MAJEURE** shall mean and include the circumstances beyond the control of the Developer such as fire, explosion, earthquake, lightning, accumulation of rain water or any unforeseen weather condition, lockout, strike, go-slow, riots, civil disturbances, insurgency, enemy action, war declared or undeclared, temporary or permanent interruption in the supply of utilities serving the project in connection with the work, injunction or orders of any government/ civic bodies/Kolkata Municipal Corporation or any other authorities or any act of negligence and/or omissions and/or commissions and/or misrepresentation by the Owners.
- 1A.12 **NOTICE** shall mean and include all notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 4th day of the date the same has been delivered for dispatch to the Postal Authority by registered post with acknowledgement due at the last known address of the parties hereto
- 1A.13 **TRANSFER** with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in multistoried buildings to purchasers thereof and will include the meaning of the said terms as defined in the Income Tax Act 1961 and the Transfer of Property Act. 

In the interpretation of this Agreement unless the context otherwise requires:

- 1B.1 A reference to a statutory provision includes a reference to any modification consolidation or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- 1B.2 Words denoting one gender include all other genders.
- 1B.3 Words denoting singular include the plural and vice versa.
- 1B.4 Words denoting persons include firms and corporations and vice versa and also include their respective heirs personal representatives successors in title or permitted assigns as the case may be.
- 1B.5 Where a word or phrase is defined, other parts of speech and grammatical form of that word or phrase shall have the corresponding meanings.
- 1B.6 Any reference to an Article, Appendix, Clause, Sub-Clause, paragraph, sub-paragraph, Schedule or Recital is a reference to an article, appendix, clause, sub-clause, paragraph, sub-paragraph, schedule or recital of this Agreement.
- 1B.7 Any reference to this agreement or any of the provisions thereof includes all amendments and modifications made to this agreement from time to time in force.
- 1B.8 Any reference to any agreement, instrument or other document (a) shall include all appendices, exhibits and schedules thereto and (b) shall be a reference to such agreement, instrument or other document as amended, supplemented, modified, suspended, restated or novated from time to time
- 1B.9 If any period is specified from a given day, or the day of a given act or event, it is to be calculated exclusive of that day.
- 1B.10 If any time limit pursuant to the provisions of this agreement falls on a day that is not a business day (i.e. "A" day on which licensed banks are not open for business) then that time limit is deemed to only expire on the next business day.
- 1B.11 The schedules shall have effect and be construed as an integral part of this agreement.
- 1B.12 The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- 1B.13 Any reference to writing shall include printing, typing, lithography and other means of reproducing words in visible form.
- 1B.14 The terms "hereof", "hereby", "hereto", "hereunder" and similar terms shall refer to this Agreement as a whole, and
- 1B.15 The term "including" shall mean "including without limitation".
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ARTICLE -II- REPRESENTATIONS & WARRANTIES

2. At or before the execution of this agreement the Owners have assured and represented to the Developer as follows which has been relied upon fully by the Developer and the Developer has entered into this agreement upon the representations made by the Owners:
- a) The Owners are seized and possessed of or otherwise well and sufficiently entitled to the said Premises as the absolute Owners with a marketable title in respect thereof.
 - b) The said Premises is free of all encumbrances liens lispendens attachments trusts mortgages whatsoever and/or howsoever.
 - c) No suits or legal proceedings or prohibitory orders are pending or subsisting in respect of the title of the Owners into or upon the said Premises or any part thereof.
 - d) The said Premises is not subject to any notice of attachment under the Income Tax Act or under Public Demands Recovery Act or under any other Act or Statute or Rules and Regulations.
 - e) No Notice of Acquisition and/or Requisition affects the said Premises nor is there any bar legal or otherwise to develop the said Premises.
 - f) There is no road alignment and/or acquisition and/or attachment proceedings pending in respect of the said Premises or any part thereof.
 - g) The freehold interest and/or Ownership interest of the Owners in the said Premises as on date does not stand mortgaged or encumbered or agreed to be mortgaged by the Owners by way of security or additional security and/or otherwise in favour of any other Bank, Financial Institution, or any person, firm, company or government undertaking or anybody else whomsoever to secure repayment of any loan taken or to be taken by the Owners for any purpose whatsoever or howsoever and that all the original deeds are in the custody and possession of the Owners themselves.
 - h) All the requisite dues of the applicable statutory departments of the Central, State and Local Government as well as the Employees are being been effectually and fully being paid off and disputes or claims of any nature in relation thereto shall be settled and cleared by the Owners for that the Owners shall keep the Developer indemnified against all consequences thereof.
 - i) The Owners have not entered into any agreement for sale and/or transfer in respect of the said Premises nor has entered into any other agreement for development in respect of the said Premises or any part thereof. 81

- j) All municipal rates taxes and outgoing payable in respect of the said Premises upto the date of execution of these presents have been duly paid and discharged by the Owners and in respect of any outstanding rates taxes and outgoing the Owners shall keep the Developer indemnified against all actions suits proceedings and costs charges and expenses in respect of the said Premises upto the date of execution of these presents.
- k) There is no tenant and/or occupant and/or trespasser in any part and/or portion of the said Premises and the entirety of the said Premises is under the vacant and peaceful possession of the Owners themselves.
- l) The Owners do not hold any excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- m) The Owners are competent enough to enter into this agreement and to carry out their respective obligations, as mentioned herein.
- n) The recitals to the title and other facts relating to and in respect of the said Premises herein mentioned are true and factual and the Owners have not suppressed and/or obscured anything relating to and in respect of the said Premises to the Developer and as mentioned herein.

ARTICLE-III-PERMISSION TO CONSTRUCT

3. That in pursuance of the said agreement and subject to the mutual obligations as are hereinafter stated between the parties hereto the Owners doth hereby irrevocably appoint the Developer as the exclusive Developer for undertaking the development of the said Premises.

ARTICLE-IV-PLANS & OTHERS

- 4.1 The Developer shall at its own cost cause the said Premises having two municipal holding Nos. to be amalgamated as one single municipal holding No. in the records of the Kolkata Municipal Corporation and for that the Owners shall render all assistance.
- 4.2 The Developer shall at its own costs cause a map or plan to be sanctioned by the Kolkata Municipal Corporation for the purpose of construction, erection and completion of the said New Building on the said Premises however the Developer shall be entitled to modify, change and/or alter the same and/or cause the same to be modified or altered at its own costs if so desired by the Kolkata Municipal Corporation or any other statutory body in the interest of the project. The Owners are

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entitled to 40% of the total constructed area in the said New Building, which should not be reduced.

4.3 The Owners shall sign all maps and/or plans and/or specifications and other declarations and applications as may be necessary for sanction of the plan by the Kolkata Municipal Corporation and the said plan shall also include amendment or alteration or modification which may be made therein from time to time.

4.4 The Developer acting on behalf of and as the Attorney of the Owners shall from time to time submit all further plans and/or applications and other documents and papers on the advise of the Architect and do all further acts, deeds, things as may be required or otherwise relevant for the purpose, and/or otherwise to obtain all such clearance, sanctions, permissions and/or authorities as shall be necessary for the construction of the building on the said Premises expeditiously and without delay.

4.5 The Developer shall submit in the name of the Owners all application, plan and other papers and documents referred to hereinabove. All fees and other expenses incurred and/or to be incurred relating to preparation of the plans by the Architect, sanction fee to be charged by the Kolkata Municipal Corporation and supervision fees in the course of construction of the building by the Architect shall be borne and paid by the Developer. All other costs and charges and expenses related to construction of the building shall also be borne and paid by the Developer exclusively and the Owners shall not be required to contribute any amount in this regard.

4.6 The said New Building will be constructed erected and completed in accordance with the specification detailed out in the **THIRD SCHEDULE** hereunder written HOWEVER in the event the Developer deciding to change the specifications the Developer shall be entitled to do so but in the event of such change, the value of such replacement or substitution will not be of lesser value as what have been detailed out hereunder.

4.7 The Owners shall be liable to and agrees to pay all charges for providing any additional work in or relating to the Owners' Allocation at the request of the Owners and for providing any additional facility or utility for the Owners' Allocation.

4.8 The time line as agreed by and between the parties hereto is as follows:-

- | | |
|--|------------------------------------|
| i) Registration of deeds so as to have common ownership: | 01 month here from |
| ii) Mutation & Amalgamation | subsequent to i) above 06 months |
| iii) Urban Land Ceiling NOC | subsequent to ii) above 03 months |
| iv) Sanction of plan by KMC | subsequent to iii) above 06 months |

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4.9 In the event of the sanction of the plan not being obtained by the Developer within the time line as hereinabove stated the Developer shall be entitled to a grace period of 03 months thereof and inspite of the same the sanction of the plan not being obtained by the Developer then in that event the Owner shall be entitled to terminate this agreement and refund all amounts paid by the Developer to the Owner, subject to deduction of Rs.1,00,000/= out of the amounts paid by the Developer.

ARTICLE-V-COST OF CONSTRUCTION/COMPLETION

The entire cost of construction of the said New Building of whatsoever nature shall be borne by the Developer. Such cost shall include the cost of all services, amenities fittings, fixtures, all overheads regarding construction, price rise in the cost of materials used for construction, fee payable to the Architect and Engineers for the purpose of obtaining all permissions, approvals, sanctions, modifications, supervision etc.

ARTICLE- VI-SPACE ALLOCATION & REFUNDABLE DEPOSIT

- 6.1 The Owners' Allocation is detailed out in **PART – I** of the **SECOND SCHEDULE** hereunder written and the Developer's Allocation is detailed out in **PART – II** of the **SECOND SCHEDULE** hereunder written. The parties have divided and demarcated the same mutually amongst themselves and have no grievance in respect thereof.
- 6.2 Both the Owners and the Developer shall be entitled to deal with, sell, transfer, grant leases and/or in any way dispose of their respective allocations and to receive realise and collect all sale proceeds, rents, issues and profits arising therefrom and for which no further consent of the other party shall be required.
- 6.3 The Developer has further agreed to keep in deposit with the Owners an amount of Rs.21,00,000/= (Rupees Twenty One Lac) only as and by way of interest free refundable deposit (hereinafter referred to as the said **INTEREST FREE DEPOSIT**).
- 6.4 The Developer has at or before the execution of this agreement made payment of an amount of Rs.50,000/= (Rupees Fifty Thousand) only out of the said Interest Free Deposit to the Owners (the receipt whereof the Owners do hereby as also by the memo hereunder written admit and acknowledge to have received).
- 6.5 A further sum of Rs. 10,00,000/= (Rupees Ten Lac) only out of the said Interest Free Deposit shall be paid by the Developer to the Owners on demand within 03 days. *after Execution.* SJ

6.6 The balance amount of Rs.10,50,000/= (Rupees Ten Lac and Fifty Thousand) only of the said Interest Free Deposit shall be paid by the Developer to the Owners upon receipt of vacant peaceful and khas possession of the entirety of the said Premises after sanction of the plan by the Kolkata Municipal Corporation.

6.7 The said Interest Free Deposit shall become refundable within 15 days from the date of communication regarding the completion of the Owners' Allocation by the Developer to the Owners and until refund of the same the Developer shall not be liable to deliver the possession of the Owners' Allocation herein mentioned to the Owners and until such time the Developer shall have the absolute and paramount lien over the Owners' Allocation. If there be any delay in refund of the said Interest Free Deposit the Owners shall still be liable on and from the date of issue of notice to take possession of the Owners' Allocation by the Developer to the Owners for;

- i) Maintenance charges in respect of the Owners' Allocation, whether the Owners have taken over the possession of the Owners' Allocation or not,
- ii) Rates & taxes in respect of the Owners' Allocation, whether the Owners have taken over the possession of the Owners' Allocation or not,
- iii) Other outgoings of any nature whatsoever and/or howsoever.

ARTICLE-VII- DELIVERY OF POSSESSION

7.1 Upon sanction of the plan by the Kolkata Municipal Corporation and after receipt of the vacant possession of the said Premises from the Owners, the Developer shall at their own costs cause the existing building and other structures standing at the said Premises to be demolished within 90 days thereof and the net proceeds of the salvage shall belong jointly to the Owners and the Developer equally and the proceeds shall accordingly be appropriated at that instance only. During the course of construction the Developer shall not be required to provide any alternate accommodation to the Owners.

7.2 The Developer shall commence construction of the said New Building within 90 days from the date of receipt of vacant possession of the said Premises from the Owners or receipt of the sanctioned plan from the Kolkata Municipal Corporation (whichever event shall happen later shall be the basis) hereinafter referred to the **COMMENCEMENT OF CONSTRUCTION DATE**).

7.3 The Owners' Allocation will not be considered complete unless the Developer has given notice to this effect to the Kolkata Municipal Corporation that the building is

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complete (hereinafter referred to as the **COMPLETION DATE**) and then the said building shall be deemed to be complete in all regards and it would also be obligatory on the part of the Developer to obtain the completion certificate from the Kolkata Municipal Corporation prior to delivery of the Owners' Allocation. The Owners shall upon receipt of the notice to take possession within 15 days inspect the Owners' Allocation and in case of any incomplete and/or defective work is found the Owners shall forthwith submit the list thereof to the Developer, which the Developer shall complete/rectify prior to delivery of possession of the Owners' Allocation to the Owner subject to approval of quality of workmanship by the Owners.

7.4 The Developer hereby agrees to complete the construction of the building within 24 months from the date of commencement of construction of the said New Building (hereinafter referred to as the said **SCHEDULED DATE OF COMPLETION**). The Developer shall not incur any liability for any delay in the delivery of the possession by reasons of genuine FORCE MAJEURE. In any of the events of the FORCE MAJEURE, the Developer shall be entitled to corresponding extension of time for delivery of the said Owners' Allocation.

7.5 The Developer agrees not to deliver or permit to be delivered the Developer's Allocation until such time the notice in writing to take the possession of the Owners' Allocation or any part thereof is delivered and/or caused to be delivered upon completion of the same as aforesaid. However it shall not deter the Developer from making delivery of possession of the Developer's Allocation to its prospective buyers if the Owners fails and/or neglects to take possession of the Owners' Allocation within 15 days from the date of issue of notice by the Developer to the Owners after obtaining completion certificate from the Kolkata Municipal Corporation (hereinafter referred to as the said **DATE OF POSSESSION**).

7.6 Immediately after the completion of the new building and delivery of the possession of the Owners' Allocation the Owners shall execute and/or cause to execute the deeds of Conveyance or deeds of Conveyances in respect of the undivided share or interest in the land in such part or parts as shall be required by the Developer in favour of the Developer or its prospective buyers as nominated by the Developer in respect of the Developer's Allocation at the cost of the Developer or its nominee/s and as a confirming party thereof. 91

7.7 The Owners shall sign and execute the deed of conveyance or conveyances in favour of the nominee or nominees of the Developer at the cost of the nominee/s of the Developer, subject however to what is mentioned in clause 7.6 herein above.

ARTICLE -VIII- ARCHITECTS ENGINEERS ETC

8.1 For the purpose of development of the said Premises the Developer alone shall be responsible to appoint Architect for the said New Building and the certificate given by the Architect regarding the materials used for the purpose of construction erection and completion of the new building and also specification for the purpose of construction and/or workmanship and completion of the said New Building shall be final conclusive and binding on the parties.

8.2 The decision of the Architect regarding the measurements, quality of the materials and also the specification for the purpose of construction will be final conclusive and binding on the parties.


ARTICLE-IX-INDEMNITY

9.1 The Owners shall solely be responsible for due discharge of any liability occurring due to any act of omission and/or commission on the part of the Owners and shall always keep the Developer indemnified against all actions suits proceedings damages losses which may occur or take place because of any act deed matter or thing concerning the title of the said Premises.

9.2 The Developer shall be fully responsible for any deviation or un-authorized construction or accident or mishap while making any construction and in no event the Owners shall incur any liability in respect thereof. The Developer shall indemnify and keep indemnified the Owners against all losses liabilities costs or claims actions or proceedings thus arising.

9.3 The Developer shall not sell any unauthorized parts and/or portions that are not sanctioned as per the plan sanctioned by the Kolkata Municipal Corporation.

9.4 The Owners will not be liable to pay any K. M. C. tax in respect of the Developer's Allocation and likewise the Developer will not be liable to pay any K. M. C. Tax in respect of the Owners' Allocation.

9.5 The Owners do hereby as and by way of negative covenants undertake to the Developer: 

- a. Not to enter into any agreement for sale, lease, development or otherwise create any third party interest in the said Premises, save and except the said Owners' Allocation, or any part thereof without the consent in writing of the Developer.
- b. Not to induct any person as a tenant or otherwise into or upon the said Premises.

ARTICLE-X-TAXES MAINTENANCE ETC

- 10.1 Both the parties shall respectively pay proportionate of all rates & taxes on and from the date of sanction of plan by the Kolkata Municipal Corporation and prior to that the Owners shall be responsible for due discharge of all rates, taxes and outgoing in respect of the said Premises.
- 10.2 The respective parties shall be liable to pay and bear all taxes rates and other services and other outgoing payable in respect of their respective Allocations from the said Date of Possession the Owners shall be deemed to have taken possession of the Owners' Allocation for the purpose of making payment of the rates and taxes and common expenses and maintenance charges whether actual physical possession of the Owners' Allocation is taken or not by the Owners.
- 10.3 The Owners and the Developer shall from the Date of Possession of the Owners' Allocation maintain their respective portions at their own costs in a good and tenantable repair and shall not do or suffer to be done anything in or to the said Premises and/or common areas and passages of the said building which may be against law or which will cause obstruction or interference to the user of such common area.
- 10.4 After the said building is completed and the Owners' Allocation is delivered the Developer and the Owners shall form an association of the Owners/occupants of the various flats in the said building with such rules and regulations as the Developer shall think fit and proper and the Owners and the Developer or its nominee/s shall be liable and agrees to make payment of the proportionate share of the maintenance charges payable in respect thereof of their respective areas.
- 10.5 Until such time Association is formed the Developer shall continue to remain responsible for the maintenance and rendition of the common services subject however to the Owners making payment of the proportionate share of the maintenance charges and all other outgoing payable in respect thereof and unless the said maintenance charges are paid by the Owners the Owners shall not be entitled and hereby agrees not to avail of any of the services. 82

10.6 The Owners shall be liable to pay charges for electricity in or relating to the Owners' Allocation wholly and proportionately relating to common parts.

ARTICLE-XII-OBLIGATION OF THE OWNERS

- 12.1 The Owners shall grant a Power of Attorney in favour of the Developer or its nominee to enable to proceed with the obtaining of license and sanction of plans sanctions in respect of the building to be constructed on the said Premises and authorising the Developer to represent the Owners before the Kolkata Municipal Corporation, CMDA, CESC Ltd. and other statutory authorities. The said Power of Attorney shall continue to be in force so long as this Agreement subsists and till the completion of the project.
- 12.2 The Owners shall sign and execute necessary application papers documents and do all acts deeds and things as may be required in order to legally and effectively vest in the Developer or its nominee title to the Developer's Allocation in the said Premises and for completing the construction of the building.
- 12.3 The Owners shall grant a registered power of attorney in favour of Mr. Vivek Ruia & *Directorate of Satvic Project Private Ltd* Mr. Satvic Vivek Ruia so as to enable any of them to severally sign execute and register all deeds of conveyances in respect of the Developer's Allocation in favour of the Developer or its nominee/s in such part or parts as the Developer may at its absolute discretion think fit and proper.

ARTICLE-XIII- MUTUAL OBLIGATION

- 13.1 The Owners and the Developer hereby agrees and covenants with each other not to violate or contravene any of the provisions of Rules applicable for construction of the said building or buildings at the said Premises.
- 13.2 The Owners and the Developer hereby agrees and covenants with each other not to do any act deed or thing whereby both of them are prevented from enjoying, selling, assigning and/or disposing of any of their respective allocation in the said New Building at the said Premises.
- 13.3 The Owners and the Developer hereby agrees and covenants with each other to join and confirm all documents of transfer relating to sale of each others allocation in the said New Building at the said Premises.
- 13.4 The Developer hereby agrees and covenants with the Owners not to transfer and/or assign the benefits of this agreement or any portion thereof. *82*

ARTICLE-XIV-BREACH AND CONSEQUENCES

- 14.1 In the event of either party to this agreement committing breach of any of their obligations under this Agreement the aggrieved party shall be entitled to specific performance and also to recover damages compensation to make good the loss sustained by the aggrieved party on account of such breach from the party committing the breach.
- 14.2 In the event of the Developer failing and/or neglecting to complete the construction of the said New Building within the time frame as hereinbefore mentioned, subject to Force Majeure, in that event the Developer shall be entitled to a grace period of 03 months and in the event of the Developer failing and/or neglecting to complete the construction of the said New Building in the grace period of 03 months then in that event the Developer shall be liable to make payment of an amount of Rs.15,000/= (Rupees Fifteen Thousand) only per month as and by way of predetermined liquidated damages and penalty thereof to the Owners.

ARTICLE - XIV - JURISDICTION

Courts at Kolkata alone shall have jurisdiction to entertain and try all actions suits and proceedings arising out of this agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO

(PREMISES)

ALL THAT the piece or parcel of land containing by ad-measurement an area of about 07 (seven) cottahs and 14 (fourteen) chittacks be the same a little more or less lying situate at and/or being municipal premises Nos. 1A/4 Kustia Road (measuring about 03 cottahs and 15 chittacks) & 1A/33, Kustia Road, (measuring about 03 cottahs and 15 chittacks), Kolkata 700 039, PS Tiljala in ward No. 66 of the Kolkata Municipal Corporation Sub-Registry office Sealdah and is butted and bounded in the manner as follows: -

- ON THE NORTH: By 12 feet wide passage;
- ON THE EAST: By KMC Road;
- ON THE WEST: By premises No. 138/F, Picnic Garden Road;
- ON THE SOUTH: By premises No. 138/B, Picnic Garden Road;

OR HOWSOEVER OTHERWISE the same are is was or were heretofore-butted bounded called known numbered described or distinguished. *SJ*

THE SECOND SCHEDULE ABOVE REFERRED TO

(ALLOCATIONS)

PART - I OWNERS' ALLOCATION

1. 40% of the upper floors so as to comprise of:
 - a) The entirety of the 1st floor (that shall be sanctioned for semi-commercial purpose with separate exclusive stairs in accordance with the KMC Building Rules) of the said New Building;
 - b) The remaining area on the 2nd floor of the said New Building;
2. 40% of the ground floor of the said New Building after providing for the common parts and facilities;
3. Undivided proportionate share in the land comprised in the said Premises;
4. Undivided Proportionate share in the common parts and facilities;

PART - II DEVELOPER'S ALLOCATION

1. 60% of the upper floors so as to comprise of
 - a) The remaining area of the 2nd floor after providing for the Owners' Allocation on that floor;
 - b) The entirety of the 3rd floor of the said New Building;
 - c) The entirety of the 4th floor of the said New Building
2. 60% of the ground floor of the said New Building after providing for the common part and facilities;
3. Undivided proportionate share in the land comprised in the said Premises;
4. Undivided proportionate share in the common parts and portions to comprise in the said New Building and Premises; 31 ✓

THE THIRD SCHEDULE ABOVE REFERRED TO

(SPECIFICATIONS)

- Structure : Building designed on RCC frame and foundation.
- Flooring : Marble/Vitrified tile flooring within the price range of Rs.40/= per sq. ft.;
- Kitchen : Flooring in marble with work top in black stone and regular colour ceramic tiles upto 2 feet with Stainless Steel sink;
- Bathroom : Flooring in marble with wall dados with regular colour ceramic tile upto a height of 6 feet with CP fittings Havells/ EssEss with concealed Hot & Cold water C.I. Pipeline;
- Sanitary Ware : Hindustan/Cera;
- Doors : Sal frame and flush doors;
- Windows : Aluminum Frame & shutters with Glassed panel & grill;
- Lift : 05 passenger;
- Electrical : Concealed Copper wiring provided from ground floor upto each unit with adequate points of modular switches of Havells make for Geyser, AC's, TV & other appliances;
- Telephone Wiring : Concealed wiring provided from ground floor upto each unit;
- Security : Separate wiring from distribution box on the ground floor to each unit and the reception lobby;
- Internal Walls : Plaster of Paris over cement plastering;
- Power Back up : Genset system in fully acoustic enclosure with switchover for all common facilities including lift;
- Exterior : Aesthetically designed front with cement based finish;
- Others : Car wash;
- Personalised mailbox;
- Existing running tube well with motor pump shall be maintained, subject to KMC approval & as far as practically possible considering the site conditions during construction activity;
- Provision for BSNL/Landline wiring to the ground floor lobby from the KMC road;
- Two Nos. existing electric meters in the name of Punit Jajodia & Pratick Jajodia shall be maintained & given back to the owners at the time of completion of the new building, subject to CESC approval;

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

SIGNED SEALED AND DELIVERED

by the OWNERS at Kolkata

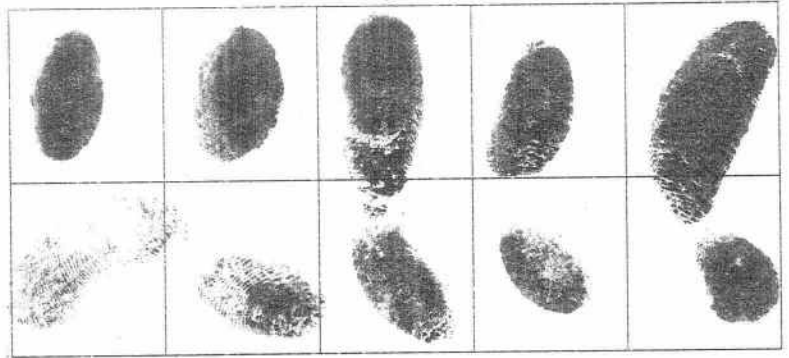
in the presence of:

Jagajodi
ARMANAND JAJODIA
SWASTIK TOWER
80A, TILJALA ROAD
KOLKATA - 700033
Chandra Prava Jajodia

Chandra Prava Jajodia

Left

Right

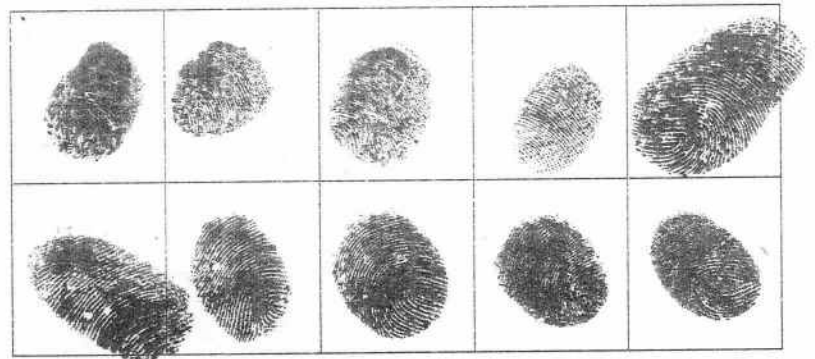


Jeday Talan
135, BRB BSN
Road,
Kolkata - 1
Sonia Jajodia

Sonia Jajodia

Left

Right



SIGNED SEALED AND DELIVERED

by the DEVELOPER at Kolkata

in the presence of:

Jeday Talan

For Satvic Projects Pvt Ltd

NRU

Director

Trilok Chand Naita
Trilok Chand Naita
S/o Late Mahabir Prasad Naita
46, Sreedhar Roy Road
Kolkata - 700 039

Left

Right





Government Of West Bengal
Office Of the D.S.R. - III SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 02988 of 2014
(Serial No. 03109 of 2014 and Query No. 1603L000006156 of 2014)

On 08/04/2014

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

Presented for registration at 18.30 hrs on :08/04/2014, at the Private residence by Mr. Sheo Kumar Ruia ,Claimant.

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

Execution is admitted on 08/04/2014 by

1. Chandra Prava Jajodia, wife of Mr. Parmanand Jajodia , 80 A, Tiljala Road, Kolkata, Thana:-Tiljala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700039, By Caste Hindu, By Profession : Others
2. Sonia Jajodia, wife of Mr. Punit Jajodia , 80 A, Tiljala Road, Kolkata, Thana:-Tiljala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700039, By Caste Hindu, By Profession : Others
3. Mr. Sheo Kumar Ruia
Director, Satvic Projects Property Limited, 21/2, Ballygunge Place, Kolkata, Thana:-Gariahat, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700019,
By Profession : Business

Identified By Trilok Chand Naita, son of Late Mahabir Prasad Naita, 46, Sreedhar Roy Road, Kolkata, Thana:-Tiljala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700039, By Caste: Hindu, By Profession: Others.

(Rajendra Prasad Upadhyay)
DISTRICT SUB-REGISTRAR-III OF SOUTH
24-PARGANAS

On 09/04/2014

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.-2,51,25,000/-

Certified that the required stamp duty of this document is Rs.- 40021 /- and the Stamp duty paid as: Impresive Rs.- 260/-

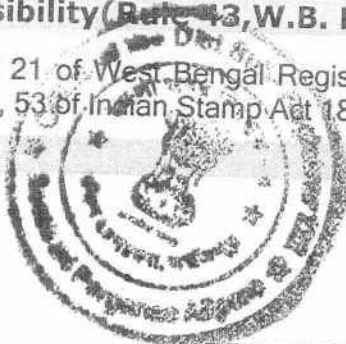
(Tridip Misra)
DISTRICT SUB-REGISTRAR-III OF SOUTH
24-PARGANAS

On 10/04/2014

Certificate of Admissibility(Rule 13,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 4, 5(f), 53 of Indian Stamp Act 1899.

Payment of Fees:



District Sub-Registrar-III
Alipore, South 24 Parganas
(Rajendra Prasad Upadhyay)
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS



Government Of West Bengal
Office Of the D.S.R. - III SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 02988 of 2014
(Serial No. 03109 of 2014 and Query No. 1603L000006156 of 2014)

Amount By Cash

Rs. 592.00/-, on 10/04/2014

(Under Article : B = 539/- ,E = 21/- ,H = 28/- ,M(b) = 4/- on 10/04/2014)

Deficit stamp duty

Deficit stamp duty Rs. 40000/- is paid , by the draft number 990429, Draft Date 08/04/2014, Bank :
State Bank of India, GOLPARK, received on 10/04/2014

(Rajendra Prasad Upadhyay)
DISTRICT SUB-REGISTRAR-III OF SOUTH
24-PARGANAS



District Sub-Registrar-III
Alipore, South 24 Parganas,

(Rajendra Prasad Upadhyay)
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 8
Page from 2516 to 2543
being No 02988 for the year 2014.



Rajendra Prasad Upadhyay
D.S.R.-III
South 24 Parganas
Alipore

(Rajendra Prasad Upadhyay) 25-April-2014
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS
Office of the D.S.R. - III SOUTH 24-PARGANAS
West Bengal

RECEIVED of and from the DEVELOPER

within named the within mentioned sum of

RUPEES FIFTY THOUSAND ONLY

RS.50,000/=

in part payment of the INTEREST FREE

DEPOSIT in terms hereof in the manner

as follows:

MEMO OF CONSIDERATION

Date	Cheque No.	Drawn On	Amount Rs.	In favour of
08/04/2014	007141	Standard Chartered Bank	25,000/=	Chandra Prava Jajodia
08/04/2014	007143	Standard Chartered Bank	25,000/- Rs.50,000/=	Sonia Jajodia

WITNESSES:

Jajodia
Jalaj Jalaj

Chandra Prava Jajodia
Sonia Jajodia
OWNERS

Drafted by:

Dilip Kumar Goel
Advocate
Calcutta High Court