



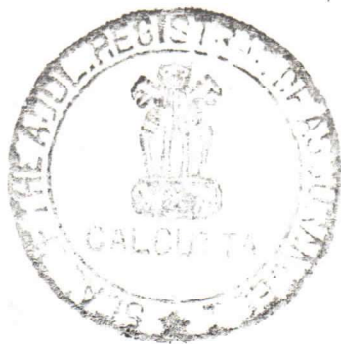
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ADDITIONAL REGISTRAR
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18 JAN 2019

- persons during construction and upto the Completion of the Project including the common areas appertaining thereto in all respect and the Owner shall be at liberty at the cost of Developer to defend any action filed in respect of such injury brought under the Employees Compensation Act or other provisions of any Applicable Laws;
- (b) any actions or proceedings or lawsuits that may be brought or taken against the Owner for any action/inaction solely attributable to the Developer and/or its hires, officers, employees, contractors, etc. including for carrying on any unlawful and/or criminal activity at the Project Properties and/or in connection with the Project.
- (c) The Developer unequivocally undertakes to keep the Owner indemnified against all third party claims and actions arising out of any act or omission of the Developer under this Agreement and/or construction of the New Buildings / Towers and all other buildings on the Project Properties and the Owner shall not be held answerable, responsible and/or liable under any circumstances in any manner whatsoever.

ARTICLE - XIX : MICELLANEOUS

- 24.1. Any notice required to be given by the Developer shall be deemed to have been served upon the owner if delivered by hand and fully acknowledged or sent by prepaid registered post with acknowledgement due and shall likewise be deemed to have been served on the Developer by the Owners if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgement due.
- 24.2. The Developer and the owner shall mutually frame scheme for the management and/or administration of the said building and/or common parts and facilities thereof and for due observance thereof by the intending purchaser or, purchasers of different flats/units in the building to be constructed under the project including all its out goings like common maintenance, municipal taxes, salaries payable to drawn and sweepers, common electricity bills as against illumination of



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common passages, running of pump, operating of and repairs of sanitary installation, plumbing, pump, etc. and white wash, and other items required for due maintenance of the building and/or services, as mentioned herein above.

- 24.3. The terms of the agreement between the parties, as envisaged herein, shall be binding upon each of the parties and each of them shall perform their respective obligations accordingly, and none of the parties shall claim non-enforceability of these presents and/or part thereof, as the parties herein have agreed to execute these presents and each of the terms / conditions / stipulations / covenants contained herein, with each of their own accord, with full consent, knowledge and understanding the meaning purport and content of this Indenture, without any undue influence and/or coercion from anybody else.
- 24.4 **Waiver** - No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorised representative of the waiving Party.
- 24.5 **Severability** - If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.
- 24.6 **Delay, Default and/or Negligence by Parties** - Any claim, demand, loss, liability, interest, penalty, damage, action, proceeding or litigation caused by or arising out of any delay default and/or negligence of any of the Parties hereto shall be the separate liability of the Party committing such delay default and/or negligence and all expenses to



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cure the same shall also be the separate liability of the Party committing such delay default and/or negligence

- 24.7 **Amendment** - The Owner and the Developer shall be entitled to modify, amend or clarify/explain any provision of the present Agreement by mutual agreement in writing. No amendment, supplement, modification or clarification to this Agreement shall be valid or binding unless set forth in writing and duly executed by both the Owner and the Developer.

ARTICLE - XX : ARBITRATION & JURISDICTION

- 25.1. Any dispute or difference relating to and/or concerning the said Property or any part thereof and/or this Agreement in any manner, shall be referred to arbitration at South 24 Parganas in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The Arbitrator shall not be bound by the Evidence Act and shall have summary powers and may make or give interim orders, awards and/or directions. The Award(s) made by the Arbitrator shall be final and the parties agree to be bound by the same.
- 25.2. The parties hereby confirm that they have voluntarily agreed that the Courts at South 24 Parganas shall have exclusive jurisdiction in respect of matters arising out of or relating to or connected with this Agreement.

FIRST SCHEDULE ABOVE REFERRED TO (the Said Property)

ALL THAT piece and parcel of Bastu land measuring an area about **53 (fifty three) satak equivalent to more or less 32 (Thirty two) Cottahs 1 (one) Chittack 43 (forty three) sq.ft.** pertaining to R.S. Dag No. 563,564 & 565, corresponding L.R. Dag No. 689,690 & 691 under R.S. Khatian No. 231, L.R. Khatin No. 1467 (previously 1345, prior thereto 643) alongwith under construction building structure consists of (i) **Block-1.** Entire Foundation,

Ground & First floor slab with a store at ground floor level. (ii) **Block-2.** **Entire** Foundation, Ground, First & Second floor slab with block work at first floor level, measuring about 25000 sq.ft. of constructed area, out of which about 10480 sq.ft. at the ground floor, about 10480 sq.ft. at the First Floor and about 4040 sq.ft. at the Second Floor and nearly 60% of the super structure work including brick work of entire First Floor (8 Flats of Block – II), Gym and Community Hall, boundary wall at the two sides of land and 3 Phase electricity meter, under **Municipal Holding No. 3112, Jagannathpur (now known as Nazrul Sarani), Mission Pally Road, Kolkata - 700150,** Municipal Ward No. 8 within the limits of Rajpur – Sonarpur Municipality, Police Station – Sonarpur, within Mouza – Jagannathpur, J.L.No. 51, under A.D.S.R. - Sonarpur, District: - 24 Parganas (South).

R.S. DAG	L.R DAG	R.S KHATIAN	L.R. KHATIAN	AREA OF LAND WITHIN DAG (DEC.)	NATURE OF LAND
563	689	231	1467	18	BASTU
564	690	231	1467	19	BASTU
565	691	231	1467	16	BASTU

The said land is butted and bounded as follows:

On the North : By 22'-06" wide Municipal Road
 On the East : Part of R.S. Dag Nos. 563, 560 & 562
 On the West : Part of R.S. Dag Nos. 566 & 567
 On the South : R.S. Dag No. 752



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