



or any other space or accommodations therein and shall keep the other occupiers of the Building indemnified from and against the consequences of any breach.

- (f) No occupant of the Building shall do or cause or permit to be done any act or thing which may render void or voidable any insurance of the Building or any part thereof and shall keep the other occupiers of the Building harmless and indemnified from and against the consequences of any breach.
- (g) No occupant of the Building shall leave or keep any goods or other items for display or otherwise in the corridors or at other places of common use and enjoyment in the Building and no hindrance shall be caused in any manner in the free movement and use of the corridors and other places for common use and enjoyment in the Building.
- (h) No occupant of the Building shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the Building or in the compound, corridors or any other portion or portions of the Building.

13.2 For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, all occupants of the Building shall permit the agency to be appointed as per clause 12.5, with or without workmen, at all reasonable time, to enter into and upon the concerned space and every part thereof.

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

14. **OBLIGATIONS OF DEVELOPER:**

14.1 Execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies.

Anil Kumar Datta

Sunil Kumar Datta,

Somi Kumar Datta

Anu Kumar Datta.

Bej'on Kumar Datta.

For KYAL DEVELOPERS PVT. LTD.

Rahul Kulkarni

Director



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ALIPORE, SOUTH 24 PGS

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- 14.2 DEVELOPER shall be responsible for planning, designing development and construction of the Building with the help of professional bodies, contractors, etc.
- 14.3 DEVELOPER has assured the SHEBAITS that it shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without default.
- 14.4 DEVELOPER shall construct the Building at its own cost and responsibility. DEVELOPER shall alone be responsible and liable to Government, Municipality and other authorities concerned and to the occupants/purchasers of spaces and shall alone be liable for any loss or for any claim arising from such construction and shall indemnify the SHEBAITS against any claims, loss or damages for any default or failure or breach on the part of DEVELOPER.
- 14.5 All tax liabilities in relation to the development shall be paid by DEVELOPER. All taxes as may be payable on account of allocation of the SHEBAITS' allocation by DEVELOPER to the SHEBAITS shall however be paid by the SHEBAITS.
- 14.6 DEVELOPER hereby agrees and covenants with the SHEBAITS not to violate or contravene any of the provisions of the laws and rules applicable to construction of the Building.
- 14.7 DEVELOPER hereby agrees and covenants with the SHEBAITS not to do any act deed or thing whereby they are prevented from enjoying, selling, assigning and/or disposing of any part or portion of the SHEBAITS' Allocation, and the SHEBAITS agree and covenant with DEVELOPER similarly.

15. **OBLIGATIONS OF THE SHEBAITS:**

- 15.2 The SHEBAITS undertake to fully co-operate with DEVELOPER for obtaining all permissions required for development of the said Premises.
- 15.3 The SHEBAITS undertake to act in good faith towards DEVELOPER (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 15.4 The SHEBAITS shall provide DEVELOPER with any and all documentation and information relating to the said premises as may be required by DEVELOPER from time to time.

Anil Kumar Datta

Sunil Kumar Datta.

Sami Kumar Datta

Anu Kumar Datta.

Bejon Kumar Datta.

For KYAL DEVELOPERS PVT. LTD.

Rehul K. G.

Director



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15.5 The SHEBAITS shall not do any act, deed or thing whereby DEVELOPER may be prevented from discharging its functions under this Agreement.

15.6 The SHEBAITS hereby covenant not to cause any interference or hindrance in the construction of the Building.

15.7 The SHEBAITS hereby covenant not to let out, grant lease, mortgage and/or charge the said premises or any portions thereof save in the manner envisaged by this Agreement.

16. **INDEMNITY :**

16.1 DEVELOPER shall indemnify and keep the SHEBAITS saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the SHEBAITS in relation to the construction of the Building and those resulting from breach of this Agreement by DEVELOPER.

16.2 The SHEBAITS shall indemnify and keep DEVELOPER saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by 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 Premises or any of their Representations and the warranties being incorrect.

17. **MISCELLANEOUS :**

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

17.2 The SHEBAITS and DEVELOPER expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

17.3 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.

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

Anil Kumar Saha

Sunit Kumar Dutta

Sunil Kumar Dutta

Anur Kumar Dutta,

Bejoy Kumar Dutta.

For KYAL DEVELOPERS PVT. LTD

Rahul Singh

Director



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- 17.5 DEVELOPER will be entitled to seek 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 its allocation in the said premises being developed and construction work-in-progress/receivables to the extent pertaining to DEVELOPER'S Allocation.
- 17.6 All benefits under the Income Tax Act for such borrowings made by DEVELOPER would be available to DEVELOPER and it would be entitled to claim all such benefits.
- 17.7 It is understood that from time to time to facilitate the uninterrupted construction of the Building by DEVELOPER, various deeds, matters and things not herein specified may be required to be done by DEVELOPER and for which DEVELOPER may need authority of the SHEBAITS. Further, various applications and other documents may be required to be signed or made by the SHEBAITS relating to which specific provisions may not have been mentioned herein. The SHEBAITS 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 DEVELOPER for the purpose and the SHEBAITS also undertake to sign and execute all additional applications and other documents, provided that all such acts, deeds matters and things do not in any way infringe on the rights of the SHEBAITS and/or go against the spirit of this Agreement.
- 17.8 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 17.9 The SHEBAITS shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of DEVELOPER'S Allocation and DEVELOPER shall be liable to make payment of the same and keep the SHEBAITS indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of DEVELOPER'S allocation. Similarly DEVELOPER shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the SHEBAITS' Allocation and the SHEBAITS shall be liable to make payment of the same and keep DEVELOPER indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the SHEBAITS' allocation.
- 17.10 The name of the project and the building shall be decided by DEVELOPER.

Sunil Kumar Saha

Sunil Kumar Dutta,

Sami Kumar Dutta

Anur Kumar Dutta,

Rajon Kumar Dutta.

For KYAL DEVELOPERS PVT. LTD.

Rahul Singh

Director



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18. **DEFAULTS:**

In the event of any default on the part of any of the parties, the other parties or any of them shall be entitled to serve notice of default on the others and the party in default, shall be entitled to rectify such default within a period of 30 days from the date of receipt of such notice.

19. **FORCE MAJEURE:**

19.1 Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Indenture, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Indenture, including, without limitation, any abnormally inclement weather, flood, lightening, 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 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 relevant Government or Court orders.

19.2 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 forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof, and for such 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 SHEBAITS nor DEVELOPER shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Indenture for the performance of

Anil Kumar Datta

Sunil Kumar Datta

Sami Kumar Datta

Anur Kumar Datta

Rijon Kumar Datta

For KYAL DEVELOPERS PVT. LTD.

Rehul Singh

Director



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such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

19.3 In the eventuality of Force Majeure circumstances the time for compliance of the obligation shall stand extended by such period being the time of commencement of force majeure condition to the completion thereof and 7 days thereafter.

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

20. **ENTIRE AGREEMENT :**

This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions/correspondence and agreements between the Parties, oral or implied.

21. **AMENDMENT/MODIFICATION :**

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

22. **NOTICE :**

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

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

22.2.1 If delivered personally, at the time of delivery.

Anil Kumar Datta

Sunil Kumar Datta,

Sunil Kumar Datta

Anu Kumar Datta

Preraj Kumar Datta,

For KYAL DEVELOPERS PVT. LTD

Rahul Kojal

Director



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

22.2.3 If sent by facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent.

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

23. **SPECIFIC PERFORMANCE :**

In the event of there being breach by either party the other party will have the right to seek specific performance of this agreement and also claim any loss, damage costs and expenses caused due to such breach.

24. **ARBITRATION :**

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

Sunil Kumar Saha

Sunil Kumar Saha

Sunil Kumar Saha

Arun Kumar Saha

Rijon Kumar Saha

For KYAL DEVELOPERS PVT. LTD.

Rahul Singh

Director



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THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT the piece and parcel of land measuring an area 8 Cottahs 8 Chittaks be the same a little more or less situate lying at and being the Municipal Premises No.9, Shyama Prasad Mukherjee Road, Kolkata-700 025 together with 2 storied brick built messuage tenement dwelling house under Police Station Bhawanipore, and butted and bounded in the manner following, that is to say :-

On the North : The temple of Gopaleswar Mahadeb at 7B, S.P. Mukherjee Road & 2 shops.
 On the South : 11, S.P. Mukerjee Road.
 On the East : Vacant land belonging to Nafar Atta.
 On the West : S.P. Mukherjee Road.

THE SECOND SCHEDULE ABOVE REFERRED TO :

Specifications for construction of the Building and Fitting and Fixtures to be provided in the Building.

STRUCTURE : RCC Frame Structure with earth-quake resistant RCC foundation.
 FINISHING : Internal - Plaster of Paris Finish External - Apex/ Weather Shield, Standard Cement Based Paint. Special white washing or any other colour.
 FLOORING : Vitrified tiles/Mosaic tiles/Ceramic tiles of well known manufacturers./ Slab Marble or Granite.
 WINDOWS : Aluminium Steel Windows with Glass and Fittings. With Grill protection as per the architectural design, complete with two coats of paints.

Anil Kumar Datta

Sunil Kumar Datta

Suman Kumar Datta

Anu Kumar Datta

Rajon Kumar Datta

For KYAL DEVELOPERS PVT. LTD

Rahul K. Jha

Director



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- DOORS : All doors will be flush doors, Main Entrance Door shall have teak ply on one side.
- TOILET : Ceramic Tiles upto 6' ft. height above floor level concealed pipe line, hot and cold water system, C. P. Fittings, white sanitary ware of standard make, one wash basin, one shower, one tap, one mirror above the wash basin, towel rail and low down cistern.
- KITCHEN : Granite slab over Kitchen Platform and Ceramic Tiles Dado upto 2' ft. above Kitchen Platform, Kitchen Sink made of stainless steel.
- WATER SUPPLY : 24 (twenty-four) hours constant water supply and also other arrangement with provision of over head tank for regularly supply to the Flats.
- ELECTRICITY : Concealed Copper Wiring with branded switches in bedrooms and drawing/dinning room, two light points, two fan point, one 5 amp. plug point and one power point, one T.V. and one telephone point will be given to each flat.
- ELEVATORS : Six passengers capacity of a OTIS/KONE make

Anil Kumar Datta

Sunil Kumar Datta

Sami Kumar Datta

Anur Kumar Datta

Rajon Kumar Datta.

For KYAL DEVELOPERS PVT. LTD

Rohit Kyal

Director



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ALIPORE, SOUTH 24 PGS

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

SIGNED SEALED AND DELIVERED by the **SHEBAITS** at Kolkata in the presence of: -

Sumitran Dutta
29, TARA K PRAMANICK RD.
KOL - 700006.

Sham Bhunath Das.
13, Beadam Street.
KOL - 700066

Anil Kumar Das
Sunil Kumar Das
Sunil Kumar Dutta
Arun Kumar Dutta,
Rajon Kumar Das.

SIGNED SEALED AND DELIVERED by the **DEVELOPER** at Kolkata in the presence of :-

Sumitran Dutta

Sham Bhunath Das.

For KYAL DEVELOPERS PVT. LTD.

Rahul Singh

Director



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ALIPORE, SOUTH 24 PGS
25 APR 2013



Government Of West Bengal
Office Of the A.D.S.R. ALIPORE
District:-South 24-Parganas

Endorsement For Deed Number : I - 03327 of 2013
(Serial No. 04229 of 2013 and Query No. L000007479 of 2013)

On 25/04/2013

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

Presented for registration at 14.50 hrs on :25/04/2013, at the Private residence by Rahul Kyal
,Claimant.

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

Execution is admitted on 25/04/2013 by

1. Anil Kumar Datta
Shebait, Iswar Gopaleswar Mahadeb, 9, S. P. Mukherjee Rd, Kolkata, Thana:-Bhawanipore,
District:-South 24-Parganas, WEST BENGAL, India, Pin :-700025.
, By Profession : ----
2. Sunil Kumar Datta
Shebait, Iswar Gopaleswar Mahadeb, 9, S. P. Mukherjee Rd, Kolkata, Thana:-Bhawanipore,
District:-South 24-Parganas, WEST BENGAL, India, Pin :-700025.
, By Profession : ----
3. Samir Kumar Dutta
Shebait, Iswar Gopaleswar Mahadeb, 9, S. P. Mukherjee Rd, Kolkata, Thana:-Bhawanipore,
District:-South 24-Parganas, WEST BENGAL, India, Pin :-700025.
, By Profession : ----
4. Arun Kumar Dutta
Shebait, Iswar Gopaleswar Mahadeb, 9, S. P. Mukherjee Rd, Kolkata, Thana:-Bhawanipore,
District:-South 24-Parganas, WEST BENGAL, India, Pin :-700025.
, By Profession : ----
5. Bijon Kumar Dutta
Shebait, Iswar Gopaleswar Mahadeb, 9, S. P. Mukherjee Rd, Kolkata, Thana:-Bhawanipore,
District:-South 24-Parganas, WEST BENGAL, India, Pin :-700025.
, By Profession : ----
6. Rahul Kyal
Director, Kyal Developers Pvt. Ltd., Strand Road, 55/1 A, Kolkata, District:-Kolkata, WEST BENGAL,
India, Pin :-700006.
, By Profession : ----

Identified By Soumitra Dutta, son of Sunil Kumar Datta, 29, Tarak Pramanik Road, Kolkata,
Thana:-Girish Park, District:-Kolkata, WEST BENGAL, India, Pin :-700006, By Caste: Hindu, By
Profession: Business.

(Arnab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR

(Arnab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR





Government Of West Bengal
Office Of the A.D.S.R. ALIPORE
District:-South 24-Parganas

Endorsement For Deed Number : I - 03327 of 2013
(Serial No. 04229 of 2013 and Query No. L000007479 of 2013)

On 26/04/2013

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. 55010.00/-, on 26/04/2013

(Under Article : ,E = 21/- on 26/04/2013)

Certificate of Market Value(WB PUVI rules of 2001)

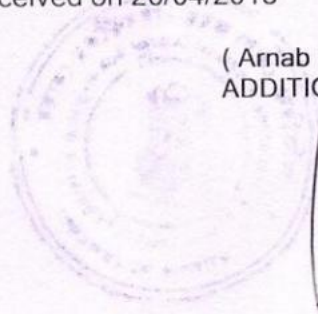
Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-4,76,16,033/-

Certified that the required stamp duty of this document is Rs.- 75021 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 75000/- is paid , by the draft number 940477, Draft Date 26/04/2013, Bank : State Bank of India, ALIPORE, received on 26/04/2013

(Arnab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR



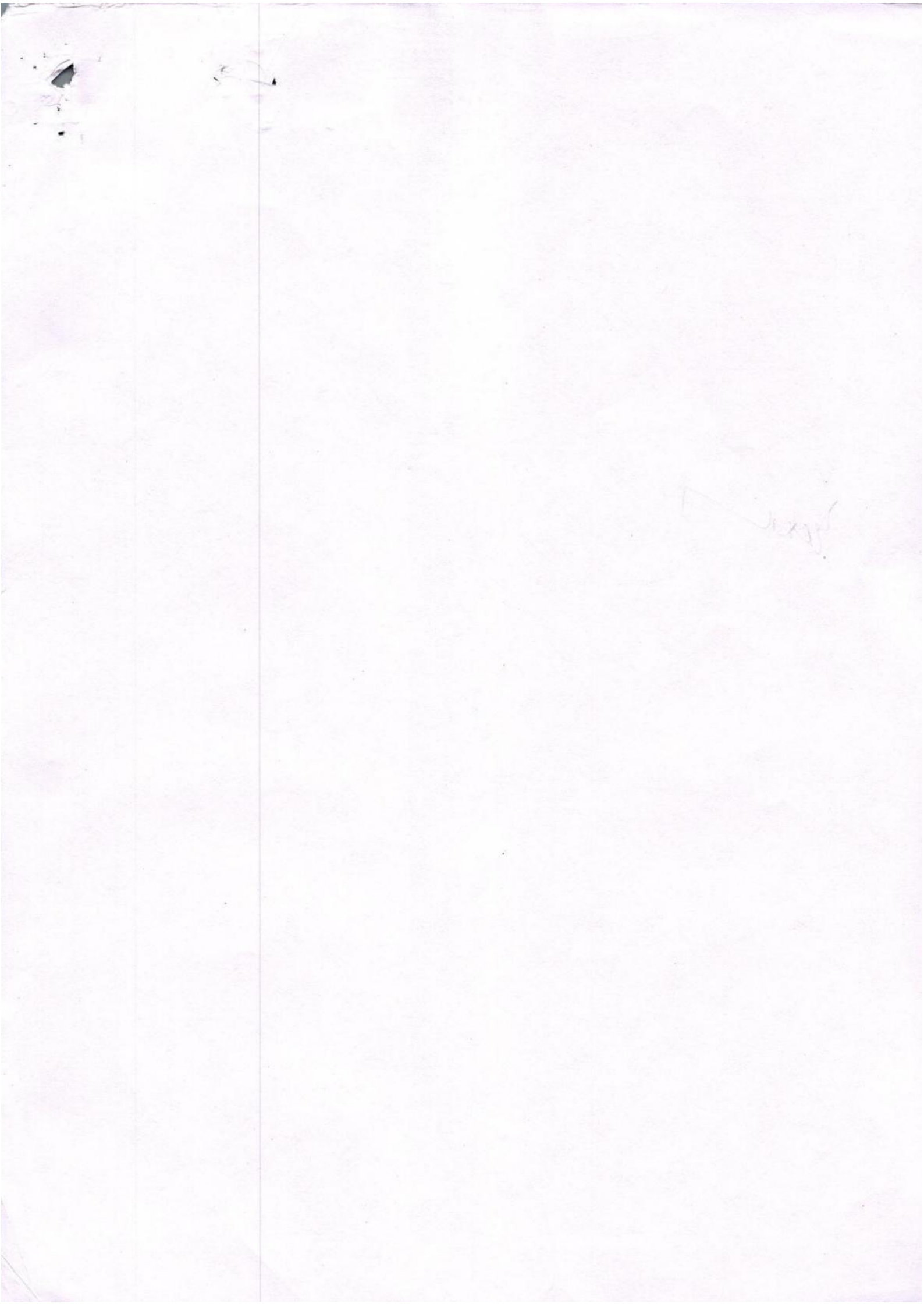
(Arnab Basu)

ADDITIONAL DISTRICT SUB-REGISTRAR

26/04/2013 01:16:00 P

EndorsementPage 2 of 2





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 14
Page from 1328 to 1372
being No 03327 for the year 2013.



(Arnab Basu) 02-May-2013
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. ALIPORE
West Bengal