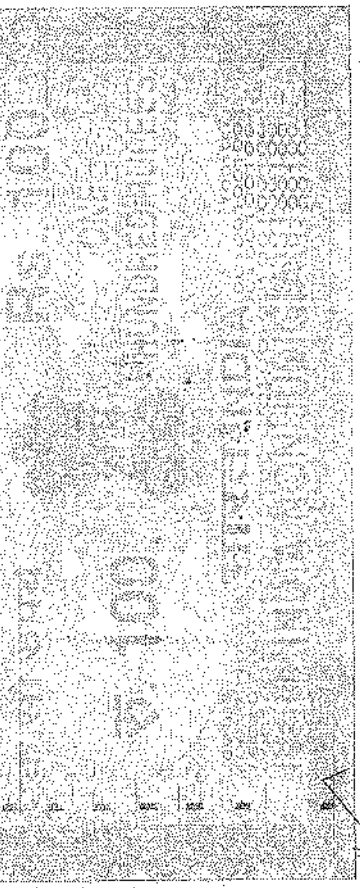


No. **AFBP1520J**) son of Late Krishna Kumar Jajodia residing at 24/3 Alipore Road P.S. Alipore, Kolkata-700027 hereinafter collectively referred to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, executors, administrators and assigns) of the **FIRST PART AND SALARPURIA PROPERTIES PVT LTD (PAN No. AAGCS8492P)** a Private Limited company having its registered office at 7 Chittaranjan Avenue, P.S. Bowbazar and also carrying its day to day business affairs at No.5 Chittaranjan Avenue, P.S. Hare Street, Kolkata 700 072 and represented by one its director **SHRI APURVA SALARPURIA** hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **SECOND PART AND INDIA BULLS HOUSING FINANCE LTD (IHFL)** a company within the meaning of the Companies Act 1956 having its registered office situated at M-62863 Connaught Place, New Delhi 110001 and represented by its authorised Signatory **MR. YATEEN JAIN** hereinafter referred to as **IHFL** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **THIRD PART AND DUNE LEASING & FINANCE LTD (PAN NO AAACD21533)** a company within the meaning of the Companies Act 1956 having its registered office situated at 22 Basant Row, Vasant Vihar, New Delhi-110057 and represented by its Director, **SRI ADITYA KUMAR JAJODIA** hereinafter referred to as **DUNE LEASING** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **FOURTH PART AND (1) SMT. ANJALI DEVI JAJODIA (PAN NO. ACQPJ8764L)** wife of Late Krishna Kumar Jajodia and mother of Sri Aditya Kumar Jajodia residing at 3 Bhagwan Das Road, New Delhi - 110 001 hereinafter referred to as the **FIRST CONFIRMING PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, legal representatives, executors, administrators and assigns) of the **FIFTH PART AND (2) SMT. NISHA KANOI (PAN NO. AFCPK2526C)** wife of Sri Aditya Kanoi and daughter of Late Krishna Kumar Jajodia residing at 13/2 Ballygunge Park Road, Kolkata 700 019 P.S. Karaya, hereinafter referred to as the **SECOND CONFIRMING PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, legal representatives, executors, administrators and assigns) of the **SIXTH**



WEST BENGAL

Certified that the document is authentic
 to registration. The signature sheet/s and
 the other relevant details attached with this
 document are the part of this document.

Aditya Das Sub-Registrar
 Alipore, Kolkata, West Bengal

22.08.14
 5-15 pm
 12889/14

25 AUG 2014

THIS DEVELOPMENT AGREEMENT made this the 22nd day of August
 TWO THOUSAND AND FOURTEEN BETWEEN (1) K.K. JAJODIA & SONS
 (HUF) (PAN No. AACHK4897D) a Hindu Undivided Family carrying on business at
 24/3 Alipore Road, P.S. Alipore, Kolkata-700027 and represented by its Karta Smt
 Aditya Kumar Jajodia and (2) ADITYA KUMAR JAJODIA (PAN

3.	Seajuli Finance Limited	Undivided 1/18 th share	Book No.1 Volume No.58 Pages 482 to 497 Being No.2385 for the year 1995
4.	Ketaki Finance Limited	Undivided 1/18 th share	Book No.1 Volume No.63 Pages 49 to 65 Being No.2451 for the year 1995
5.	Manasi Finance Limited	Undivided 1/18 th share	Book No.1 Volume No.63 Pages 84 to 101 Being No.2453 for the year 1995
6.	Salasar Industrial Services Limited	Undivided 1/18 th share	Book No.1 Volume No.58 Pages 465 to 481 Being No.2364 for the year 1995
7.	Salasar Industrial Services Limited	Undivided 1/18 th share	Book No.1 Volume No.62 Pages 453 to 471 Being No.2488 for the year 1995
8.	Salasar Industrial Services Limited	Undivided 1/18 th share	Book No.1 Volume No.62 Pages 472 to 488 Being No.2489 for the year 1995
9.	Metal Centre Limited	Undivided 1/18 th share	Book No.1 Volume No.63 Pages 345 to 362 Being No.2487 for the year 1995

D) In pursuance and by virtue of nine registered Deeds of Conveyances all dated 31st March 1995 and all registered at the office of the Additional Registrar of Assurances, Calcutta, details whereof are as follows, the Owner No.2 namely Aditya Kumar Jajodia became entitled to the remaining undivided half share or interest into or upon the said Premises.

Sl. No.	Vendor	Undivided Share sold and transferred	Registration Details
1.	Metals Centre Limited	Undivided 1/18 th share	Book No.1 Volume No.60 Pages 222 to 238 Being No.2371 for the year 1995
2.	Ketaki Finance Limited	Undivided 1/18 th share	Book No.1 Volume No.57 Pages 294 to 309 Being No.2269 for the year 1995

PART AND (2) SMT SHALINI JALAN (PAN NO. AFCPJ6585Q) wife of Sri Adarsh Jalan daughter of Late Krishna Kumar Jajodia residing at 13/3 1 Cross Road, Lovelee Road, Bangalore 560 001 and represented by her brother and her Authorised Representative **SRI ADITYA KUMAR JAJODIA** hereinafter referred to as the **THIRD CONFIRMING PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, legal representatives, executors, administrators and assigns) of the **SEVENTH PART**

WHEREAS:

A) In this Deed wherever the context so permits the said K.K. Jajodia & Sons (HUF) is referred to as the Owner No.1 and the said Aditya Kumar Jajodia is referred to as the Owner No.2 and are collectively referred to as the Owners.

B) (1) Supriya Finance Limited (2) Salasar Industrial Services Limited (3) Seajuli Finance Limited (4) Ketaki Finance Limited (5) Manasi Finance Limited and (6) Metals Centre Limited (hereinafter collectively referred to as the **ORIGINAL OWNERS**) were absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the Municipal Premises No.24/3 Alipore Road, P.S. Alipore, Kolkata 700 027 (hereinafter referred to as the said **PREMISES** more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written).

C) In pursuance and by virtue of nine registered Deeds of Conveyances all dated 31st March 1995 and all registered at the office of the Additional Registrar of Assurances, Calcutta, details whereof are as follows, the Owner No.1 namely K.K. Jajodia & Sons HUF became entitled to undivided half share or interest into or upon the said Premises.

Sl. No.	Vendor	Undivided Share sold and transferred	Registration Details
1.	Supriya Finance Limited	Undivided 1/18 th share	Book No.1 Volume No.63 Pages 66 to 83 Being No.2482 for the year 1995
2.	Salasar Industrial Services Limited	Undivided 1/18 th share	Book No.1 Volume No.51 Pages 34 to 50 Being No.2490 for the year 1995

lacs eighty five thousand four hundred only) (hereinafter referred to as the **LOAN AMOUNT**) from India Bulls Housing Finance Limited (hereinafter referred as **IHFEL**) and for the purpose of securing repayment of the said loan amount, interest and other amounts becoming payable the Owners amongst others had created an equitable mortgage over and in respect of the said Premises by deposit of the original title deeds.

1) The Developer is engaged in the business of undertaking development of real estate in and around the State of West Bengal and other parts of the country and in as much as the Owners are desirous of undertaking development of the said Premises, the Owners and the Developer have agreed to pool their respective resources for the purpose of undertaking development of the said premises whereby subject to the terms and conditions hereinafter appearing, the Owners have agreed to place at the disposal of the Developer, the said Premises in a vacant condition and the Developer in its turn has agreed to undertake development of the said Premises and to incur all costs charges and expenses for constructing erecting and completing a new building at the said Premises.

2) The parties are desirous of recording the same, in writing

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

ARTICLE I – DEFINITIONS

1.1 In this Agreement unless the context otherwise permits the following expressions shall have the meanings assigned to them as under:

- i) **ARCHITECT** shall mean such person or persons, firm or firms, who may be appointed by the Developer for designing and planning of the said New Building and/or buildings.
- ii) **CONSENTS** shall mean the planning permission and all other consents, licenses, permissions and approvals (whether statutory or otherwise) necessary or desirable for the carrying out, completion use and occupation of the Development and the New Building and/or Buildings.

3.	Salasar Industrial Services Limited	Undivided 1/18 th share	Book No.1 Volume No.51 pages 1 to 19 Being No.2367 for the year 1995
4.	Seajulu Finance Limited	Undivided 1/18 th share	Book No.1 Volume No.57 Pages 310 to 326 Being No. 2270 for the year 1995
5.	Salasar Industrial Services Limited	Undivided 1/18 th share	Book No.1 Volume No.60 Pages 202 to 221 Being No.2370 for the year 1995
6.	Supriya Finance Limited	Undivided 1/18 th share	Book No.1 Volume No.57 Pages 327 to 345 Being No.2271 for the year 1995
7.	Manasi Finance Limited	Undivided 1/18 th share	Book No.1 Volume No.58 Pages 174 to 189 Being No.2268 for the year 1995
8.	Salasar Industrial Services Limited	Undivided 1/18 th share	Book No.1 Volume No.60 Pages 183 to 201 Being No.2369 for the year 1995
9.	Salasar Industrial Services Limited	Undivided 1/18 th share	Book No.1 Volume No.60 Pages 164 to 182 Being No.2368 for the year 1995

E) By virtue of the aforesaid registered Deeds of Conveyances the Owners thus became entitled to the entirety of the said Premises each one of them being entitled to undivided half share or interest therein.

F) The Father of the Owner No.2 namely Late Krishna Kumar Jajodia during his lifetime was the Karta of K.K. Jajodia & Sons (HUF) and upon his death the said Aditya Kumar Jajodia is presently the Karta of the Owner No.1.

G) The First Confirming Party is the mother of the Owner No.2, the Second and Third Confirming Party are the sisters of the Owner No.2 and the Confirming Parties are the only members and/or co-partners of the Owner No.1.

H) DUNE LEASING & Finance Limited, a company under the control of the members of Jajodia family had obtained loan and/or financial accommodation in a sum of Rs-50,19,85,400/- (Rupees fifty crores nineteen

- x) **OWNER NO. 1** shall mean the said **K.K. JAJODIA & SONS HUF a Hindu Undivided Family** and shall mean and include its Karta Shri Aditya Kumar Jajodia and the members of the said HUF and their respective heirs, legal representatives, executors, administrators and assigns.
- xi) **OWNER NO.2** shall mean the said Aditya Kumar Jajodia and shall include his heirs legal representatives, executors, administrators, successors and assigns.
- xii) **FIRST CONFIRMING PARTY** shall mean the said Smt. Anjali Devi Jajodia, mother of Sri Aditya Kumar Jajodia and shall include her heirs, legal representatives, executors, administrators, successors and assigns.
- xiii) **SECOND CONFIRMING PARTY** shall mean the said Smt.Nisha Kanol sister of Sri Aditya Kumar Jajodia and shall include her heirs, legal representatives, executors, administrators, successors and assigns.
- xiv) **THIRD CONFIRMING PARTY** shall mean the said Smt Shalini Jalan is also a sister of Aditya Kumar Jajodia and shall include her heirs, legal representatives, executors, administrators, successors and assigns.
- xv) **PLAN** shall mean all the Plans to be sanctioned by the authorities concerned and shall include such modifications and/or alterations as may be necessary and/or required from time to time.
- xvi) **PROFESSIONAL TEAM** shall mean the Architects, Structural Engineers, Mechanical and/or Electrical Engineers, Surveyors and/or such other professional engaged and/or contracted by the Developer from time to time.
- xvii) **PREMISES** shall mean **ALL THAT** the Municipal Premises No. 24/3 Aipore Road, P.S. Aipore, Kolkata 700 027 (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written).

iii) **COMMON PARTS AND PORTIONS** shall mean the common parts and portions of the said housing project to be used in common by all the owners and occupiers of the said new building and/or buildings forming part of the Housing Project.

iv) **DEVELOPMENT AGREEMENT** shall mean this Agreement.

v) **DEVELOPER** shall mean the said **SALARPURJA PROPERTIES PRIVATE LIMITED** and shall include its successors and/or successors in office/ interest and assigns.

vi) **FLATS/UNITS/APARTMENTS/SERVANTS QUARTERS** shall mean the various flats units apartment constructed spaces and car parking spaces to be comprised in the new building and/or buildings substantially for residential purposes to be ultimately held and/or owned by various persons on ownership basis.

vii) **HOUSING PROJECT** shall mean the Housing project to be undertaken by construction erection and completion of new building and/or buildings at the said Premises as defined hereinafter and to be ultimately transferred to various intending purchasers on ownership basis. The name of the Housing Project shall be such as may be designated by the Developer in its absolute discretion.

viii) **INTENDING PURCHASERS** shall mean the persons intending to acquire the various flats, units, apartments, constructed spaces, servants quarters and car parking spaces on ownership basis.

ix) **NEW BUILDING** shall mean and include the new building or buildings to be constructed erected and completed by the Developer in accordance with the map or plan to be sanctioned by the authorities concerned with such modifications and/or alterations as may be deemed necessary by the Architect of the New Building comprising of various flats, units, apartments, constructed spaces and car parking spaces capable of being held and/or enjoyed independent of each other.

- xviii) **PRE DEVELOPMENT COSTS** shall mean the aggregate of all costs charges and expenses including all fees payable to Architects, Engineers and other Agents, sanction fee, legal expenses and all amounts incurred by the Developer prior to the Start Date.
- xix) **START DATE** shall mean the date of sanction of the Plan.
- xx) **SPECIFICATIONS** shall mean the specification with which the said new building and/or buildings shall be constructed, erected and completed (details whereof will appear from the **SECOND SCHEDULE** annexed hereto) or such other specifications as may be varied and/or modified from time to time as may be recommended by the Architect. However, such specifications may be varied and/or be modified as may be recommended by the Architect with specifications of equivalent and/or better quality.
- xxi) **SERVICES** shall mean the supply to and installation on the property of electricity, water, gas, telecommunications, drainage and other services.
- xxii) **TOTAL DEVELOPMENT COSTS** shall mean the aggregate of all costs, fees and expenses relating with development work only wholly and exclusively expended or incurred by the Developer as more fully described in Article VIII hereinafter.

ARTICLE II - INTERPRETATIONS

- 2.1 In this Agreement (save to the extent that the context otherwise so requires):
- i) Any reference to any act of Parliament/Assembly whether general or specific, and shall include any modification, extension or re-enactment of it for the time being in force and all instruments, notifications, amendments, orders, plans, regulations, bye laws, permissions or directions any time issued under it.

- ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, supplemented or novated.
- iii) An obligation of the Developer in this Agreement to do something shall include an obligation to procure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, or allow the same to be done.
- iv) Words denoting one gender shall include other genders as well.
- v) Words denoting singular number shall include the plural and vice versa.
- vi) A reference to a statutory provision includes a reference to any notification, modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modifications made in this Agreement from time to time in force as mutually agreed upon by the parties hereto.
- viii) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- ix) All the Schedules shall have effect and be construed as an integral part of this agreement.

viii) That there is no excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act 1976 comprised in the said Premises.

ix) That the Owners have not entered into any agreement for sale, transfer, lease and/or development and excepting for the charge created in favour of IHFL, the Owners have not created any interest of any other third party into or upon the said Premises or any part or portion thereof.

x) That the execution of this agreement for development is for legal necessity.

xi) That the owners have already negotiated with IHFL who has agreed to and consented the development of the Said Premises on the terms and conditions herein contained.

3.2 The Developer has completely relied on the aforesaid representations and believing the same to be true and acting on the faith thereof has agreed to enter into this Agreement and to part with the various amounts as hereinafter appearing by way of security deposit and but for the aforesaid representations the Developer would not have otherwise agreed to enter into this agreement nor would have parted with the amount as hereinafter appearing

ARTICLE IV – TITLE

4.1 The Owners have delivered xerox copies of the original title deeds pertaining to the said Premises to the Developer and the Developer has prima facie accepted the title of the Owners. However, the Developer shall be entitled to carry out searches and/or investigation of title and in the event of there being any defect in title it shall be the responsibility of the Owners to cure and/or remedy such defects at their own costs with the intent and object that the Developer shall be entitled to undertake development of the said Premises without any hindrance.

4.2 The owners have undertaken necessary steps for discharge of charge, lien and mortgage on the said premises and release of original title documents from custody of IHFL, upon full and final settlement of the loan account.

ARTICLE III-REPRESENTATIONS AND WARRANTIES BY THE OWNERS

3.1 At or before execution of this Agreement the Owners and each one of them have assured and represented to the Developer as follows:

i) That the Owners are the only owners of the said premises each one of them being entitled to undivided half share or interest into or upon the said Premises.

ii) That the Owners have a marketable title in respect of the said Premises.

iii) That excepting for the charge created in favour of IHFL the said Premises is otherwise free from all encumbrances, charges, liens, dispendens, attachments, trusts whatsoever or howsoever.

iv) That the owners and the confirming parties have undertaken to make regular and timely repayment of the loan amount of IHFL, in terms of the loan agreement executed with IHFL and that of the terms agreed in this agreement, towards release of charge, lien and mortgage of IHFL, on the said premises.

v) That the entirety of the said Premises is in khas possession of the Owners.

vi) That this Agreement is being executed for the benefit of the members of the HUF and out of legal necessity.

vii) That the said Aditya Kumar Jajodia, is presently the Karta of the Owner No.1 and is legally competent to enter into this Agreement and to bind all the members of the HUF.

viii) That all municipal rates, taxes and other outgoings including electricity charges payable in respect of the said Premises has been paid and/or shall be paid by the Owners upto the date of sanction of the Plan.

iii) install all electricity, gas, water, telecommunications, and surface and foul water drainage to the Premises and shall ensure that the same connects directly to the mains.

iv) serve such notice/notices and enter into such agreement/agreements with statutory undertakers or other companies as may be necessary to install the services.

v) give all necessary or usual notices under any statute affecting the demolition and clearance of the Properties and the development, give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said Premises and pay all costs, fees and outgoings incidental to or consequential on, any such notice and indemnify and keep indemnified the Owners from and against all costs, charges, claims, actions, suits and proceedings.

vi) remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the Plan and has agreed to keep the Owners and each one of them saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.

vii) remain responsible for any accident and/or mishap caused by any act of the Developer while undertaking construction and completion of the said new building and/or buildings in accordance with the said Plan which may be sanctioned by authorities concerned and has agreed to keep the Owners saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.

viii) comply and/or procure compliance with, all conditions attaching to the building permission and any other permissions which may be granted during the course of development.

ARTICLE V – COMMENCEMENT, DATE AND DURATION

5.1 This Agreement has commenced and/or shall be deemed to have commenced on date of first payment made by the developer to the owners and shall become operative and binding on parties from the date of its execution and registration with office of sub registrar concerned referred herein above on the first page (hereinafter referred to as the **COMMENCEMENT DATE**)

5.2 Unless terminated in the manner as hereinafter appearing this Agreement shall remain in full force and effect until such time the said Housing Project is completed in all respects.

ARTICLE VI – GRANT OF DEVELOPMENT RIGHT

6.1 In consideration of the mutual covenants on the part of the Developer herein to be paid, performed and observed and in further consideration of the Developer having agreed to undertake development of the said Premises and to incur all costs charges and expenses in connection therewith (hereinafter referred to as the **CONSTRUCTION COSTS**) to enable the Developer to undertake development of the said Premises the Owners have agreed to grant the exclusive right of development in respect of the said Premises unto and in favour of the Developer herein and the Developer shall be entitled to and is hereby authorised to undertake development of the said Premises by causing to be constructed erected and completed thereat a new building and/or buildings in accordance with the plan to be sanctioned by the authorities concerned and in this regard the Developer is hereby authorized and shall

i) apply for and obtain all consents, approvals, sanctions and/or permissions as may be necessary and/or required for undertaking development of the said Premises.

ii) take such steps as are necessary to divert all pipes, cables or other conducting media in, under or above the Premises or any adjoining or neighboring Properties and which need to be diverted for undertaking the development work.

The Developer shall be entitled to create a charge and/or lien over and in respect of the Developer's Allocation for the purpose of raising loan for undertaking development work or work incidental thereto and the Owners and each one of them agree and undertake to sign and execute all deeds, documents and instruments as may be necessary and/or required from time to time excepting that the Owners shall in no way be responsible and/or liable for repayment of the said loan amount of interest accrued due thereon and the Developer has agreed to indemnify IHFL and keep the owners indemnified from and against all costs, charges, claims, actions, suits and proceedings arising there from. During the continuation of the charge/lien over the said premises in favour of IHFL, it is mandatory upon developer and owners to obtain prior written consent/NOC of IHFL, before creating any fresh charge/lien over the said premises, in terms of the Article XI under this agreement, which will not be unreasonably withheld.

ARTICLE VII -- PLAN

7.1. Immediately after the execution of this Agreement or so soon thereafter the Developer shall be entitled to cause a map or plan to be prepared by its Architect for construction of a new building and/or buildings at the said Premises substantially for residential purposes comprising of various self contained flats units apartments constructed spaces servants quarters and car parking spaces and to submit the same for sanction in the name of the Owners to the authorities concerned. The Developer shall make best endeavors to cause the said Plan to be sanctioned within a period of nine months from the date of execution of this agreement.

7.1.1 21 (twenty one) days before the submission of the plan for sanction, the developer will forward the plan to the owners for their approval. Within 15 (fifteen) days from the date of receipt of the plan, the owners shall approve the said plan and in the event of the owners desiring any addition, alteration or modification thereto they will suggest the same to the developer and if such modification addition or alteration are reasonable and permitted as per the prevailing law/Rule and add value to the project, then the same to be incorporated in the said plan.

ix) comply or procure compliance with, all statutes and any enforceable codes of practice of the Municipal Corporation or other authorities affecting the Premises or the development.

x) take all necessary steps and/or obtain all permissions approvals and/or sanctions as may be necessary and/or required and shall do all acts, deeds and things required by any statute and comply with the lawful requirements of all the authorities for the development of the said Premises.

xi) incur all costs, charges and expenses for the purpose of constructing, erecting and completing the said new building and/or buildings in accordance with the Plan to be sanctioned by the authorities concerned.

xii) make proper provision for security of the said Properties during the course of development.

xiii) not to allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said Premises or any part or portion thereof.

xiv) not to expose the Owners to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architect, Engineer and other agents as may be necessary and/or required for the purpose of construction, erection and completion of the said new building.

xv) To remain solely liable and/or responsible for all acts, deeds, matters and things for undertaking construction of the said new building and/or buildings in accordance with the Plan and to pay perform and observe all the terms, conditions, covenants and obligations on the part of the Developer to be paid performed and observed.

- iii) The proper costs to be incurred and/or payable to architects, surveyors, engineers, quantity surveyors or others engaged in respect of the development.
- iv) all rates, water rates, or any other outgoings or impositions lawfully assessed in respect of the property or on the owner or occupiers of it in respect of the Development and all costs of maintaining and repairing the Development in so far as in all such cases the responsibility therefore is not assumed by or recoverable from any third party.
- v) All other sums properly expended or incurred by the Developer in relation to carrying out the completion of the Development.
- vi) All proper costs and interests and other finance costs payable by the Developer for undertaking development as per terms of this Agreement.

ARTICLE IX – SECURITY DEPOSIT AND ADJUSTMENT THEREOF

- 9.1 The Developer has agreed to keep in deposit with the Owners an aggregate sum of Rs.19,20,00,000/- (Rupees nineteen crores twenty lacs only) (hereinafter referred to as the **TOTAL SECURITY DEPOSIT/TSD**)
- 9.2 The TSD will be held by the Owners, free of interest as enumerated hereinafter and shall become refundable and/or repaid in the manner as appearing in terms of these presents.
- 9.3 Out of the said TSD the Developer has already paid a sum of Rs.75,00,000/- (Rupees Seventy Five Lacs only) in the name of Aditya Kumar Jagodia by RTGS No. VIJBH 1416188541 on 10th day of June 2014 (which amount the Owners and each one of them doth admit and acknowledge to have been received).
- 9.3.1 The Developer has at or before execution of this agreement has paid a sum of Rs.5,00,00,000/- (Rs five crores only) directly to IHFL (which amount IHFL doth admit and acknowledge to have been received) for and on behalf of Owners and DUNE LEASING by bank draft vide no.107960 dated 4th August 2014 drawn on Vijaya Bank, Brabourne Road Branch payable at its Service branch.

- 7.2 The Developer shall be liable to make payment of the fees of the architects and other agents for preparation of the said Plan and also the sanction fee which may become payable to the authorities concerned.
- 7.3 The Developer shall be entitled to, with the consent of the owners, modify and/or alter the said Plan as may be recommended by the Architect for the purpose of optimum consumption of the FAR which may be available for construction.
- 7.4 The Developer shall apply and obtain all necessary approvals, consents and/or sanctions as may be necessary and/or required for the purpose of undertaking construction of a building meant for residential purposes and the Owners and each one of them hereby agree and undertake to sign and execute all such plan and/or other applications and/or papers as may be necessary and/or required for the purpose of obtaining sanction of the said Plan and in addition thereto the Owners shall execute a General Power of Attorney in favour of the Developer or its nominee and/or nominees as hereinafter stated.

ARTICLE VIII – TOTAL DEVELOPMENT COSTS

- 8.1 The Developer shall incur all developments costs including all costs, fees and expenses expended or incurred by the Developer, including, without limitation, the items listed below:
 - i) The proper costs of obtaining planning permissions in respect of the development (including fees of the architects, surveyors or consultants relating thereto) together with planning and building regulation fees, fees payable to statutory undertakers and other fees necessary to secure all required consents and any costs in entering into and complying with any agreement or any legislation of similar nature.
 - ii) The proper costs of investigations, surveys, and tests in respect of soil, drains, and structures

ii) Thus 50% of the Initial Deposit Amount i.e. Rs. 5,10,00,000/- (Rupees five crores ten lacs only) shall become refundable by the Owners to the Developer within a period of eighteen months from the date of sanction of the plan by the concerned authorities and in the event of non refund thereof the same shall be adjusted and appropriated out of the Owners Allocation as per the choice of the Developer, at the rate of Rs. 12,000/- (Rupees twelve thousand only) per sq.ft.

iii) The balance 50% of the TSD shall become refundable and/or repaid by the Owners to the Developer at or before taking over possession of the Owner's Allocation and in no event the Owners or any person claiming through or under them shall be entitled to claim possession of any of the flats units apartments constructed spaces servants quarters and car parking spaces forming part of the Owner's Allocation until such time the entirety of the said TSD is refunded and in the event of non refund thereof the same shall be adjusted and appropriated out of the Owners Allocation as per the choice of the developer, at the rate of Rs.12000/- (Rs Twelve thousand per sq.ft.

iv) DUNE LEASING and the Owners have further assured and covenanted with the Developer that they shall ensure timely payment of the amounts due and payable to IHFL, however, in the event of any default on the part of DUNE LEASING and/or the Owners in making timely payment of the amounts due and payable to IHFL, the Developer, though not obligated, shall make payment of the amounts which may become payable to IHFL for and on behalf of and on account of DUNE LEASING and/or the Owners for the purpose of protecting its interest. **IT BEING EXPRESSLY AGREED BY THE PARTIES HERETO**, in that event, the amount so funded by the Developer, shall be adjusted and appropriated on the date of that such payment out of the Owners Allocation as per the choice of the developer, at the rate of Rs. 12,000/- per square foot and be vested in the Developer and to that extent the Owners Allocation shall stand proportionately reduced without any further act deed and thing.

9.4 The Developer has paid a further sum of Rs. 4,45,00,000/- (Rupees four crores and forty five lacs only) vide Draft No. 108035 dated 22.08.2014 drawn on Vjya Bank, Service Branch, Kolkata, to IHFL for and on behalf of the Owners and DUNE LEASING immediately after the Owners and DUNE LEASING have obtained the consent of the IHFL confirming the terms and conditions herein contained.

9.4.1 The said sum of Rs. 75,00,000/- (Rupees Seventy Five Lacs only) and the said sum of Rs. 9,45,00,000/- (Rs. Nine Crore Forty-five Lac Only) aggregating a sum of Rs. 10,20,00,000/- (Rs. Ten Crore Twenty Lac Only) deposited by the Developer with the Owners as aforesaid is hereinafter collectively referred to as the INITIAL DEPOSIT AMOUNT towards TSD.

9.5 The balance of the TSD being a sum of Rs. 9,00,00,000/- (Rupees Nine Crore only) (hereinafter referred to as the BALANCE TSD) shall be paid on or before **31st December 2014**.

9.6 REPAYMENT OF SECURITY DEPOSIT AND ADJUSTMENT

9.6.1 The said TSD shall be refunded and/or adjusted in the manner as hereinafter stated:

- i) 50% of the Initial Deposit Amount i.e. Rs. 5,10,00,000/- (Rupees five crores ten lacs only) shall become refundable by the Owners to the Developer within a period of one year from the date of sanction of the plan by the concerned authorities.
- ii) In the event of non refund of the said sum of Rs. 5.10 crores on its due date as aforesaid the same will carry interest at the rate of 18% per annum for a period of 6 months from the date of the same becoming due and payable (hereinafter referred to as the EXTENDED PERIOD) and if within the said Extended Period the said sum of Rs.5.10 crores together with interest accrued due thereon at the aforesaid rate is not paid then and in that event the same shall be adjusted and appropriated out of the Owners Allocation as per the choice of the Developer, at the rate of Rs. 12,000/- (Rupees twelve thousand only) per sq.ft.

ARTICLE X - DELIVERY OF SITE

10.1 Immediately after the execution of this Agreement the Owners shall deliver and/or make over the site to the Developer to enable the Developer to undertake certain preliminary works for the purpose of facilitating the development of the said Premises until such time the said Premises is vacated by the owners in the manner as hereinafter appearing.

10.2 As and from the date of execution of this agreement the Owners shall hold the said Premises in trust and for the benefit of the Developer **IT BEING HEREBY EXPRESSLY** made clear that by making over the site to the Developer for the purpose of undertaking preliminary works will not be construed as making over possession in accordance with the provisions of Section 53A of the Transfer of Property Act 1882.

10.3 The Owners have agreed to vacate the said Premises on or before 31st December 2014 and time in this regard is and shall always remain as the essence of the contract.

ARTICLE XI – Repayment of dues of IHFL by the owners

11.1 At or before execution of this Agreement the Owners have represented to the Developer that as on 21.08.2014 and amount of Rs-48,59,57,698.46 (Rupees Forty eight crore fifty eight lacs fifty seven thousand six hundred ninety eight and paise forty six only) is due and payable towards principal outstanding, pending monthly instalments (EMI) and interest (as on date). The repayment of loan amount shall also include other interest and charges like overdue interest, foreclosure charges, late payment charges and cheque bouncing charges, if any, in terms of the loan agreement executed by IHFL (hereinafter referred to as the IHFL DUES). In case of any difference in respect of the given amount the statement of account maintain by IHFL shall be final and binding on the parties for full and final settlement of loan account.

11.2 The Owners as well as DUNE LEASING in association with the Developer have negotiated with IHFL for repayment of entire loan amount along with all interest, charges and the dues of IHFL, in terms of the loan agreement executed with IHFL, in the following manner.

i) Rs. 5.00 crores has already been paid by the developer for on behalf and on account of the Owners/Dune Leasing to IHFL for and on behalf of the owners / Dune Leasing prior to the execution of this Agreement.

ii) Interest accrued upto 31st December 2014 amounting to Rs. 4.45 crores approx. to be paid upfront upon execution of this agreement.

iii) Rs. 9,00,00,000/- (Rs. Nine Crore Only) to be paid to IHFL on or before 31st December 2014, over and above the amount paid as per sub-clause 11.2 (i) & 11.2 (ii) of this Article hereinabove.

iv) IHFL has agreed to release from its charge 4 flats, out of which 2 flats forming part of the Developers allocation and 2 flat forming part of owner allocation and/or give NOC to that effect in respect thereof upon receiving an aggregate sum of Rs. 18,45,00,000/- (Rs. Eighteen Crore Forty-five Lac Only) by 31st December 2014. Such application for release of charge and NOC (with reference to the Flat Numbers) will be moved jointly by the owners and the developer, on their mutually agreed terms. However Developer shall have the Lien over 2nos of flats forming part of the Owners Allocation, upon refund of the TSD as per the agreed terms by the owner to the developer, the developer will release its lien in favour of the owner, in the event of the non refund of the TSD, the developer will appropriate and or adjusted the TSD from the owners allocation area as per the choice of the Developer, @ Rs 12000/- per sq ft.

v) From January 2015 onwards, till full and final settlement of the loan account with IHFL in terms of the loan agreement executed between the Owners and IHFL, the Owners and/or the Developer shall make a minimum payment of Rs. 5,00,00,000/- (Rs. Five Crore Only) on or before the last day of each fourth month of English calendar year i.e. April, August and December aggregating Rs.15.00 crores against each such payment of Rs.5.00 crores, upon their joint application, the owners and developer shall be entitled for charge release letter/NOC from IHFL for two flats. IHFL will issue their NOC/release letter within 7 day from the date of receipt of above said amount, otherwise on expiry of 7 days from the date of receipt of payment by the Owners/Developer it shall be deemed to have released its charge over

will) Subject to the plan being sanctioned by the authorities concerned for the sake of convenience it has been agreed by and between the parties hereto for the purpose of ensuring uniformity each flat in the said new building shall comprise of 3000 sq.ft. (super built-up) (more or less)

11.3 The Owners have further assured and covenanted that it shall be their primary and foremost obligation as well as that of the DUNE LEASING to make payment of loan amount of IHFL, in terms of the loan agreement executed with IHFL, at or before entering into this agreement and in no event IHFL shall be entitled to have any claim against the Developer excepting, the payment to be made in case of default by the owners and Dune Leasing, what is expressly agreed herein IT BEING EXPRESSLY made clear that in no event the Developer is assuming any liability and/or obligation to make payment of the dues of IHFL.

11.4 It is hereby expressly made clear that the Developer /Owners may enter into agreement for sale in respect of the various flats units apartments constructed spaces and car parking spaces forming part of the Developer's/Owner's Allocation. However the developer /owner shall neither handover possession of the flat nor will execute any deed of conveyance with respect to the said flats till such time either charge is released and/or the said premises is released by IHFL upon full and final payment of the loan amount together with all interest, charges and dues in terms of the loan agreement executed between the Owners and IHFL.

11.5 The Owners acknowledge that in as much as the Developer is entering into this agreement for the purpose of undertaking development of the said Premises in terms of this agreement, the Developer would be acquiring a substantial stake in the said premises and even though it is the primary and foremost obligation of DUNE LEASING and the Owners to make payment of the loan amounts due and payable to IHFL. In the event of any default on the part of the Owners and DUNE LEASING in making payment of the dues of IHFL then and in that event, though not obligatory, the Developer shall make payment of the amounts which may become due and payable to IHFL, for and on behalf of and on account of DUNE LEASING and the Owners. In the event of the Developer making payment of any amount to IHFL, for and

two nos flats (upon payment of Rs.15.00 crores IHFL shall release its charge over six nos flats out of which charge over Three flats forming the part of the Developers allocation will be released and charge over three flats forming part of Owners allocation will also be released). In the event of such amount or any part thereof being paid by the Developer, the Developer shall be entitled to adjust and or appropriate the amount paid out of the flats so released in favour of the owners. In case of delay and default in repayment, as agreed herein, IHFL shall have right to withhold the charge release letter and/or NOC, at its sole discretion.

vi) This minimum payment of Rs. 15,00,00,000/- (Rs, Fifteen Crore Only) is necessary in each Calendar year from January 2015. However, in any case the full and final payment of the loan amount together with all interest, charges and dues, has to be made on or before 31st December, 2017. Upon payment of each instalments as mentioned above, IHFL will issue their NOC/release letter within 7 day from the date of receipt of above said amount, otherwise on expiry of 7 days from the date of receipt of payment by the Owners/Developer it shall be deemed to have released its charge over two nos flats, out of which one flat shall form the part of the owners allocation and one will form the part of the Developers allocation. In the event of such payment being made by the Developer on behalf of the owners/Dune Leasing, the Developer shall be entitled to adjust and appropriate the amount so paid on the date of such payment against the flats as per its choice out of the owner allocation so released.

vii) The complete loan amount together with all interest, charges and dues of the IHFL shall be, primarily, paid by the Owners to IHFL on or before 31st December 2017 and upon receipt of the same the charge of IHFL over the Said Premises shall stand released and IHFL will return the original title deeds to the Owners or its authorized representative Shri. R. L. Gaiggar (Advocate) who is also nominated by the Developer to retain the original Title documents as an Escrow Agent. The Owners do hereby agree not to create any further charge/lien and or mortgage over its allocation unless and until the IHFL loan excepting what is herein agreed in terms of these presents.

on behalf of the Owners and DUNE LEASING, then and in that event the amount so paid by the Developer, shall be adjusted and appropriated proportionately out of the Owners Allocation as per the choice of the Developer, at the rate of Rs. 12000 per sq.ft. on the date of such payment and to that extent the Owners Allocation in terms of this Agreement shall stand reduced/modified.

11.6 Upon full and final payment of the loan amounts due and payable to IHFL in terms of the loan agreement and to the full satisfaction of IHFL, the original title deeds shall be delivered by IHFL to the Owners or its authorized representative Shri R. L. Garggar (Advocate) who is also nominated by the Developer to retain the original Title documents as an Escrow Agent. IHFL further agrees and undertakes to issue necessary No Due Certificate in this regard.

11.7 The Owners and DUNE LEASING jointly and severally has accorded their consent to make the payment by the Developer directly to IHFL on their behalf. Also, the owners and DUNE LEASING have hereby given their free consent to the Developer and IHFL for the above said arrangements with regard to release the charge by the IHFL and issuing its NOC for Developer and Owners share allocation, on mutually placed application to this effect mentioned hereinabove.

ARTICLE XII – REPRESENTATIVES

12.1 APPOINTMENT OF OWNERS' REPRESENTATIVE

12.1.1 For the purpose of giving effect to this agreement and implementation thereof it has been agreed that Shri Aciitya Kumar Jajodia one of the Owners shall be deemed to be the authorised representative for and on behalf of all of the Owners and the Confirming Parties for the following purposes:

- i) the giving and receiving of all notices, statements and information required in accordance with this agreement.

- ii) performance and responsibilities of the Owners in connection with the Development.
- (iii) For such other purposes for the purpose of facilitating the work of completion of the said project in terms of this Agreement.

12.2 APPOINTMENT OF DEVELOPER'S REPRESENTATIVE

12.2.1 For the purpose of giving effect to this agreement and implementation thereof it has been agreed that Shri Apurva Salarpuria shall be deemed to be the authorised representative of the Developer for the following purposes:

- i) the giving and receiving of all notices, statements and information required in accordance with this agreement
- ii) performance and responsibilities of the Developer in connection with the Development/
- iii) For such other purposes for the purpose of facilitating the work of completion of the said project in terms of this Agreement.

12.3 It is hereby expressly made clear that any act, deed or thing done by any of the authorised representatives shall be final and binding on the parties to whom such authorized representative belongs.

ARTICLE XIII -- PRELIMINARY WORKS FOR CONSTRUCTION AND COMPLETION

13.1 The Owners hereby covenant with the Developer that the Owners are presently in complete vacant possession of the entirety of the said Premises.

13.2 Immediately after the execution of this Agreement the Owners shall allow the Developer to enter upon the said Premises as a Licensee of the Owners for the purpose of undertaking preliminary works such as:

- i) Carrying out survey of the said Premises which shall be done in the presence of any person who may be deputed by the Owners.

- ii) To have the soil tested.
- iii) To undertake all other preliminary work for the purpose of undertaking development of the said Premises

13.3 The Owners have agreed to grant a limited power of Attorney to enable the Developer and/or its nominee and/or nominees to enter upon the said Premises as licensee only to enable the Developer undertake development of the said premises in accordance with the plan which may be sanctioned by the authorities concerned. It is hereby expressly agreed by and between the parties hereto that the possession of the said Premises is not being given or intended to be given to the developer in part performance as contemplated by Section 53A of the Transfer of Property Act 1972 read with Section 2 (47)(v) of the Income Tax Act 1961.

13.4 Immediately after sanction of the said Plan and other permissions for undertaking construction is obtained the Developer shall -

- i) immediately commence and/or proceed diligently to execute and complete the development and in this regard the Developer shall be entitled to demolish the existing building and/or structures standing thereon and all debris accruing therefrom shall belong to the Owners.
- ii) proceed diligently and execute and complete the development in a good and workmanlike manner with good quality materials details whereof will appear from the Second Schedule annexed hereto and/or as may be recommended by the Architect free from any latent or inherent defect.
- iv) execute and complete the development in accordance with the approved plan and shall obtain all permissions which may be necessary and/or required and shall comply with the requirements of any statutory or other competent authority and the provisions of this agreement.

ARTICLE XIV - DEVELOPMENT

14.1 For the purpose of development of the said property the Developer has agreed:

- i) To appoint the professional team for undertaking development of the said Premises.
- ii) The Developer shall take all necessary action to enforce the due, proper and prompt performance and discharge by the other parties of their respective obligations under the building contract, any sub contracts or agreements with the Developer and the appointments of the members of its Professional Team and the Developer shall itself diligently observe and perform its obligations under the same.
- iii) The Developer has used and shall continue to use all reasonable skill and care in relation to the development, to the co-ordination management and supervision of the Building Contractor/other Contractors and the Professional Team, to selection and preparation of all necessary performance specifications and requirements and to design of the new building and/or buildings for the purposes for which it is to be used or specific.
- iv) The approved plans have been and will be prepared competently and professionally so as to provide for a building free from any design defect and fit for the purpose for which it is to be used,
- v) The Developer shall commence and proceed diligently to execute and complete the development:
 - a) in a good and workman like manner with good quality of materials of its several kinds free from any latent or inherent defect (whether of design, workmanship or materials)
 - b) in accordance with the Approved Plans, Planning Permissions and all other permissions which may be granted for the development, the consents, any relevant statutory requirement and building regulations, the requirements of any statutory or other competent authority and the provisions of this agreement.

15.6 The Developer hereby undertakes to keep the Owners and IHL indemnified against all third party claims and actions, proceedings arising out of any sort of act or omission of the Developer and its agents, suppliers or contractors engaged in or relating to the construction of the said new Building and/or buildings.

15.7 The Developer hereby undertakes to keep the owners indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's action with regard to the development of the said Properties and/or in the matter of construction of the said new building and/or for any defect therein.

15.8 If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise of the Developer or any person appointed by it, the same shall be on account of the Developer and the Owner shall be fully absolved of any liability or claims thereof or therefrom.

15.9 The Developer has further agreed to complete the said Housing Project comprising of bare flats as per high end market price with all modern amenities and recreational facilities and with such materials and/or specifications (details whereof will appear from the **SECOND SCHEDULE** hereunder written)

15.10 In the event of any default on the part of the Developer in completing the said Housing Project within the Completion Date as aforesaid, (unless prevented by circumstances beyond its control as enumerated in Article XX, then and in that event the Developer shall be liable to compensate the Owners in a sum of Rs. 7.50 lacs per month or a part thereof until such time the said building is completed.

ARTICLE XVI - SPACE ALLOCATION

16.1 In consideration of the Owners having agreed to grant the exclusive right of development in respect of the said Premises, the Owners shall jointly be entitled to ALL THAT the **65.50%** of the total constructed area forming part of the development to comprise of various flats units apartments constructed

v) The Developer shall use its best endeavors to cause the Development to be practically in accordance with the provisions of this Agreement.

ARTICLE XV - CONSTRUCTION AND COMPLETION

15.1 Unless prevented by circumstances under the force majeure as hereinafter appearing the said New Building and/or Buildings shall be constructed, erected and completed within a period of 42 (forty two) months from the date of sanction of the said Plan with a Grace Period of 6 (six) months (hereinafter referred to as the **COMPLETION DATE**). Time being essence of the Agreement.

15.2 In addition to the above, the Developer shall not be treated in breach of the performance of obligations if the Developer is prevented from proceeding with the work of construction by the circumstances under Force Majeure as hereinafter stated.

15.3 The Developer shall be authorized in the name of the owners in so far as is necessary to apply for and obtain building materials for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity, power, drainage, and/or gas to the New Building and other inputs and facilities required for the construction or for better use and enjoyment of the new building for which purpose the Owners shall execute in favour of the Developer or its nominee or nominate a General Power of Attorney as shall be needed and/or required by the Developer from time to time.

15.4 The Developer shall at its own costs and expenses and without creating any financial and other liability on the owners construct and complete the New Building and various units and/or apartments therein in accordance with the sanctioned building plan and any amendment thereto or modification thereof made or caused to be made by the Developer.

15.5 All costs, charges and expenses including Architects' fees accruing due after the execution of this Agreement shall be paid borne and discharged by the Developer and the Owners shall bear no responsibility in this context.

16.6. The said new building shall be deemed to have been completed if certified so by the Architect for the time being irrespective of Certificate of Occupation being issued by Kolkata Municipal Corporation.

16.7 In the event of any of the flats units apartments servants quarters constructed spaces and car parking spaces forming part of the Owners Allocation being vested in the Developer consequent to non refund of the said TSD or additional payment to IHFL, for and on behalf of owners and Dune Leasing or any part thereof of on account of Additional Payment and/or on account of Service Tax and/or other statutory payment then and in that event the Owners shall cease to have any right over and in respect thereof and the same shall vest in the Developer without any further act deed or thing.

16.8 Within ten days from the date of notice of completion being given by the Developer to the Owners (hereinafter referred to as the **COMPLETION NOTICE**) the Owners and/or any persons claiming through or under them shall be entitled to take over notional possession (hereinafter referred to as the **POSSESSION DATE**) and on and from the Possession Date the Owners and/or the persons claiming through or under them shall be liable and agrees to make payment of the proportionate share of municipal rates taxes and other outgoings including maintenance charges **IT BEING EXPRESSLY AGREED AND MADE CLEAR** that the Owners and all persons claiming through or under them shall be entitled to take physical possession of the various flats units apartments constructed spaces and car parking space of the Owners Allocation only after necessary Completion Certificate has been granted by Kolkata Municipal Corporation.

16.9 **MARKETING** - The parties hereto from time to time discuss the price at which the parties shall sell and transfer the various flats, units, apartments, constructed spaces and car parking spaces forming part of their respective allocations with the intent and object of maintaining healthy relations and in order to avoid competition. However, such discussions shall have no binding effect on each other.

spaces servants quarters and car parking spaces which includes the top floor of the new building **AND TOGETHER WITH** the undivided proportionate share in all common parts, portions, areas, facilities and amenities and car parking spaces comprised in the said housing complex and **TOGETHER WITH** the undivided proportionate share in the land underneath the said building appurtenant thereto (hereinafter referred to as the **OWNERS' ALLOCATION**) and the Developer shall be entitled to retain for itself the balance of the total constructed area i.e. **34.50%** of to comprise of various flats units apartments constructed spaces and car parking spaces **AND TOGETHER WITH** the undivided proportionate share in all common parts, portions, areas, facilities and amenities and car parking spaces comprised in the said housing complex and **TOGETHER WITH** the undivided proportionate share in the land underneath the said building appurtenant thereto (hereinafter referred to as the **DEVELOPER'S ALLOCATION**).

16.2 Within seven days from the date of sanction of the Plan by the authorities concerned the Owners and the Developer shall identify their respective allocations and the same shall be recorded in an Agreement to be executed by the parties hereto and such allocation shall be done in a rationale and equitable manner.

16.3 Each of the parties shall be entitled to enter into agreement for sale of their respective allocations independently of each other for which no further consent of the other party shall be necessary and/or required it being however expressly agreed and understood that the Owners at or before entering into agreements for sale and transfer will obtain consent of IHFL.

16.4 Each of the parties hereby covenant and assure the other that in the event of any party being required to be a confirming party in any agreement and/or deed of conveyance it shall willingly execute such document as a confirming party.

16.5 The Developer shall be liable to make payment of all statutory dues and levies while undertaking construction of the new building and/or buildings in terms of this agreement **PROVIDED HOWEVER** the Owners and the Developer shall be liable to make payment of any amount which may have to be paid upon sale and transfer of the flats units apartments constructed spaces and car parking spaces forming part of their respective allocations.

v) Any amount which may become payable in accordance with Rule 25 of KMC Act for flats.

vi) Such charges as may be determined for formation of the Holding Organisation and/or Association of Flat owners.

vii) By way of maintenance charges estimated for one year

18.2 In addition to the above each of the Intending Purchasers in terms of the agreements to be entered into with them shall also be liable to keep in deposit and/or make payment by way of advances the proportionate share of municipal rates taxes and other outgoings estimated for one year or until such time mutation is effected in the name of the Intending Purchaser.

18.3 For the aforesaid charges are indicative and the parties hereto from time to time may mutually agree and/or decide to impose such further charges which are to be recovered and/or paid by the intending purchasers from time to time to the Developer.

18.4 SINKING FUND – In addition to the above and in order to maintain decency of the said new building to be constructed at the said Premises and also for the purpose of making provision for any amount which may have to be incurred by way of capital expenditure each of the intending purchasers shall be liable to pay and/or to keep in deposit such amount which may be required to be paid as and by way of Sinking Fund and the amount to be paid on account of such Sinking Fund shall be mutually decided by the Owners and the Developer.

18.5 As and when the Owners enter into any agreement for sale and transfer of the flats, units, apartments, constructed spaces and car parking spaces forming part of the Owner's Allocation they shall obtain and/or insist upon payment of the aforesaid amount as stated in Clause 18.2 and 18.4, to be paid by the intending purchasers and shall make over the same to the Developer who in its turn after adjusting and appropriating the amount due and payable shall make over the balance to the Holding Organisation upon its formation.

16.10 For the purpose of promoting the sale and transfer the various flats, apartments, units constructed spaces and car parking spaces forming part of the development, the Developer shall make all efforts for the marketing thereof and in that regard shall incur such legitimate expenses on account of advertising expenses, brochure charges, and other incidental expenses in connection therewith (hereinafter referred to as the **MARKETING EXPENSES**) which shall be shared between the Owners and the Developer in proportion to their respective allocations.

ARTICLE XVII – DOCUMENTATION

17.1 The parties hereto shall jointly appoint a common Advocate and/or Solicitor for the purpose of undertaking drafting and finalisation of the agreements for sale and/or deeds of conveyance with the intent and object that there is uniformity in the documents to be executed in favour of the intending purchasers

ARTICLE XVIII – CONTRIBUTION OF CHARGES – DEPOSITS AND ADVANCES

18.1 **CHARGES** – All agreements which are to be entered into for sale and transfer of the various flats, units, apartments, constructed spaces and car parking spaces in the said housing project whether forming part of the Owner's Allocation or the Developer's Allocation shall provide for making payment of the following amounts and in the event of the Owners entering into agreement for sale they shall receive the under mentioned amount and make payment thereof to the Developer and the Developer in its turn shall receive such amounts from their intending purchasers in respect of the Developer's Allocation :

- i) proportionate share of CESC Transformer charges/HT Services.
- ii) proportionate share of Generator connection to the flat.
- iii) proportionate share on account of the Club and other recreational facilities to be provided for in the said housing complex for the benefit of the flat owners.

ARTICLE XXI - HOLDING ORGANISATION

21.1 After completion of the said Project or so soon thereafter the Developer shall cause a Society/Syndicate/Association/Company to be formed for the purpose of taking over of the common parts and portions and also for the purpose of rendition of the common services and each of the persons acquiring a unit/space in the said new building and/or project shall be bound to become a member of such Holding Organisation.

21.2 In the event of the control of the common parts and portions and the obligation of rendition of common services being entrusted by the Developer to any Facility Management Company (hereinafter referred to as the MANAGEMENT COMPANY) each of the persons acquiring a unit/space in the said new building and/or project shall be liable and unconditionally agrees to make payment of the proportionate share of the maintenance charges to such Management Company without raising any objection whatsoever or howsoever.

ARTICLE XXII – OWNERS' OBLIGATIONS

22.1 The Owners have agreed to make payment of the loan amount due and payable to IHFL, in terms of the Article XI contained herein above, as their primary obligation, and have further agreed as follows:

- i) To co-operate with the Developer in all respect for development of the said Properties in terms of this agreement
- ii) To execute all deeds, documents and instruments as may be necessary and/or required from time to time
- iii) For the purpose of obtaining all permissions approvals and/or sanctions to sign and execute all deeds, documents and instruments as may be necessary and/or required to enable the Developer to undertake construction of the New Building and/or Buildings in accordance with the said Plan.

ARTICLE XIX – MAINTENANCE OF THE COMMON PARTS AND PORTIONS FORMING PART OF THE SAID PROJECT

19.1 The Developer shall be entitled to frame necessary rules and regulations for the purpose of regulating the user of the various units of the said project and each of the persons intending to and/or acquiring a unit/space in the said project shall be liable and agrees to observe such rules and regulations as shall be framed from time to time and shall also be liable to contribute the proportionate share on account of the maintenance charges to the maintenance company till such time the Holding Organisation is formed.

ARTICLE XX - FORCE MAJEURE

20.1 The Developer shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Developer to be performed and observed if it is prevented by any of the conditions herein below :

- i. Fire
- ii. Natural calamity
- iii. Tempest
- iv. Local problem and/or local disturbance.
- v. Any prohibitory order from the court, Kolkata Municipal Corporation and other authorities not caused due to the omission and / or commission on the part of the developer
- vi. Any other unavoidable circumstance beyond the control of the Developer but not occasioned by any inaction on the part of the Developer and/or its agents or any act deed or thing which may be done by the Developer and/or its Agents

20.2 The Developer shall intimate to the Owner's representative in case of development works stopped due to any condition under Force Majeure which may affect the completion date of the project.

20.3 This Article XX shall not cause and defer the payment schedule being agreed herein, more particularly in Article XI, by the Owners and in case of default, by the Developer.

23.3 The Developer hereby undertakes to keep the Owners indemnified and indemnifies the Owners against all actions suits costs proceedings and claims that may arise out of the Developer's action with regard to the development of the said Properties and/or in the matter of construction of the said Building and/or for any defect therein.

23.4 If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise any act of the Developer or their agents, the same shall be on account of the Developer and the Owners shall be fully absolved of any liability or claim thereof or there from.

23.5 The Developer hereby undertakes that without prior written permission of the Owners, the Developer shall not assign and/or transfer the benefits of this agreement to any one whatsoever.

ARTICLE XXIV – BREACHES

24.1 If for any reason before the plan is sanctioned, the Owners shall fail to fulfill any of its obligations as hereinbefore recited consequent to which the Developer is prevented from undertaking development of the said property then and in that event the Developer at its absolute discretion shall be entitled to cancel and/or rescind this agreement and in such an event all amounts paid till then by way of TSD shall become refundable with interest at the rate of 18% per annum and this would be without prejudice to any other right which the Developer may have.

24.2 After the plan is sanctioned none of the parties shall be entitled to cancel and/or rescind this agreement and in the event of any default on the part of either party (hereinafter referred to as the DEFAULTING PARTY) the other party shall be entitled to sue the defaulting party for specific performance of this agreement and for other consequential reliefs.

24.3 It is hereby made expressly clear that nothing herein contained shall affect the right of IHFL to recover the loan amounts due and payable by the Owners to IHFL and IHFL shall be entitled to take such action against the Owners and Dune Leasing as they deem fit and proper in the event of any default on the part of the Owners and Dune Leasing in making payment of their dues.

f) The Owners will grant a General Power of Attorney in favour of the Developer or its nominee and/or nominees to enable the Developer to.

- a) Obtain sanction of the plan
- b) Obtain all permissions approvals sanctions and/or consents as may be necessary and/or required including permission from the Fire Department, Police and other authorities
- c) To appoint Architect, Engineers, Contractors and other Agents
- d) Do all acts deeds and things for the purpose of giving effect to this agreement
- e) To execute the Deed of conveyance in respect of the Developer's Allocation in respect of the undivided proportionate share in the land attributable to the saleable flats, units in favour of the Intending Purchases acquiring flats, units, apartments, constructed spaces and car parking spaces forming part of the DEVELOPER'S ALLOCATION SUBJECT HOWEVER to what is hereinafter appearing

IT IS BEING EXPRESSLY AGREED AND DECLARED that by virtue of the said Power of Attorney the Developer shall not be entitled to use or permit to be used any of the flats, units, apartments, constructed spaces and car parking spaces forming part of the new building until such time the Owner's Allocation is delivered to the Owners nor shall be liable to foist any liability on the Owners on the strength of such power of attorney and shall keep the owners and each one of them saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.

ARTICLE XXIII- DEVELOPER'S INDEMNITY

23.1 Subject to what is hereinafter stated, time for performance of the obligations on the part of the Developer shall always remain as the essence of the contract.

23.2 The Developer hereby undertakes to keep IHFL and the Owners and each one of them indemnified against all third party claims and actions arising out of any sort of act or omission of the Developer in or relating to the construction of the said Building.

ARTICLE XXVI - MISCELLANEOUS

26.1 **BORROWING** : The Developer shall be entitled to obtain bank finance and/or banking facilities from any bank and/or financial institutions in its own name for the purpose of undertaking the said project and for the aforesaid purpose shall be entitled to create a charge and/or mortgage over and in respect of the right title interest of the Developer under this Agreement and the Owners hereby agree and undertake to sign and execute all deeds documents instruments and papers as may be necessary and/or required from time to time **IT BEING EXPRESSLY AGREED AND DECLARED** that in no event the Owners or any one of them shall assume any liability and/or responsibility in respect of such loans and/or finances availed by the Developer and the Developer has agreed to keep the Owners and each one of them saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings. However, it has been agreed that the developer shall obtain prior written consent/NOC of IHFL before availing such loan from other bank/financial institution except for those flats which are released from the charge of IHFL in terms of Article XI. However, in case of further default in repayment of loan amount, after this agreement, IHFL may withhold such consent and NOC.

26.2 **RELATIONSHIP OF THE PARTIES** - The Owners and the Developer have entered into this agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between the Owners and the Developer or be construed as a Joint Venture between the Owners and the or constitute an association of persons. Each party shall bear its own cost relating to the development of its share in the property and shall bear its own losses and retain its profits separately.

If any terms or provisions of this Agreement are found to be or interpreted to be inconsistent with the above clauses in the agreement at a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the provisions of this agreement shall prevail. This Agreement shall then stand modified to the extent determined necessary to comply with the said provisions. Such modifications will however not affect other parts of the Agreement.

24.4 It is hereby expressly made clear that in the event of any breach on the part of Owners, Developer and the confirming parties hereto, all such disputes and differences shall be referred to Arbitration as hereinafter appearing and none of the parties, other than IHFL, shall be entitled to initiate any proceedings against the other without referring all such disputes and differences to arbitration. Thus, IHFL shall be exempted from this provision of Arbitration and in case of default in repayment of loan amount, in terms of the loan agreement and that of this agreement IHFL may initiate proceedings, as per provisions of law. The Owners hereby undertake not to do any act deed or thing which may hinder and/or bring to a standstill the work of development.

ARTICLE XXV - NEGATIVE COVENANTS

25.1 As and by way of negative covenants the Owners and each one of them have assured and covenanted with the Developer as follows:

- i) Not to enter into any agreement for sale transfer lease and/or development in respect of the said Premises save and except entering into agreement for sale with regard to owners' allocation.
- ii) Not to create any interest of any other third party into or upon the said Premises.
- iii) Not to part with possession of the said Premises EXCEPTING that to the Developer and to hold the same for the purposes of this agreement.
- iv) Not to do any act deed or thing which may be contrary to or in violation of any of the terms and conditions of this agreement.
- v) To do all acts deeds and things as may be necessary and/or required for smooth implementation of these presents.

25.2 The Developer shall be entitled to independently enforce any of the aforesaid negative covenants as a part of a separate and independent contract.

26.8 **SEVERABILITY** - The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provisions hereof. The invalid or unenforceable provision shall be deemed to be replaced by a provision which accomplishes as close as legally possible, the purpose of the invalid or unenforceable provisions.

26.9 **SPECIFIC PERFORMANCE** - The parties hereto acknowledge and agree that the parties hereto would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached and that any non-performance or breach of this agreement by any party hereto could not be adequately compensated by monetary damages alone and that the parties hereto would not have any adequate remedy at law. Accordingly, in addition to any other right or remedy to which any party hereto may be entitled at law or in equity (including monetary damages) such party shall be entitled to enforce any provisions of this agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any of the provisions of this Agreement without posting any bond or other undertaking. The parties hereto further acknowledge and agree that they shall not contest the appropriateness of specific performance as a remedy.

ARTICLE XXVII - DISPUTE RESOLUTION AND GOVERNING LAW

27.1 In case of any dispute/difference by and between the Owners, Dune Leasing, Confirming parties and the Developer which may arise out of this agreement, they shall try and resolve all such disputes and differences amicably but in the event of such differences and/or disputes are not capable of being amicably resolved, after execution of the Development Agreement, with the other co-owners then and in that event all disputes or differences between the parties hereto in any way touching or concerning this Agreement or as to the interpretation scope or effect of any of the terms and conditions herein contained or as regards the rights and liabilities of the parties hereto shall be referred to arbitration or an arbitral forum of three, one to be appointed jointly by Owners and DUNE LEASING and Confirming Parties and another by the Developer and the third to be appointed jointly by the two persons appointed by the parties. IHFL shall not be party to any Arbitration

26.3 **INDEPENDENT ADVICE**-At or before entering into this Agreement the Owner and the Developer and/or the parties to this agreement assure and covenant with each other that each one of them have made independent enquiries and have consulted their respective Counsels and/or Solicitors regarding this agreement and both of them acknowledge and agree that this Agreement shall not be deemed to have been drafted by one party or another and shall be construed accordingly.

26.4 **FURTHER ASSURANCES** - From time to time the parties shall execute, acknowledge and deliver to each other any further deed document and/or instrument, assurances and other matters and shall take all actions consistent with the terms of this Agreement that may reasonably be required by a Party and necessary or desirable to carry out the purposes of this agreement.

26.5 **WAIVER** - The failure of either party at any time to enforce any provisions of this Agreement shall not be construed as a waiver of future compliance therewith and said provisions shall remain in full force and effect. No waiver of any term or condition of this agreement, on the part of a party, shall be effective unless such waiver is in writing and signed by the other party.

26.6 **ENTIRE AGREEMENT** -This Agreement together with its annexures and exhibits constitute the entire agreement between the parties hereto and all prior and other agreements among them, written or oral concerning the same subject matter are merged into this agreement. This Agreement may not be modified except by a writing signed by the parties hereto.

26.7 **ASSIGNMENT** - This Agreement shall inure to the benefit of and be binding on the parties their respective successors and legitimate assigns. None of the parties shall assign this agreement or rights hereunder to any third party without the consent of the other party, in writing except to a company or other business entity which by merger, purchase or otherwise acquires all or substantially all of the assets or business of the applicable party, or with which such party may be consolidated or merged, provided that such company of business entity or new formed entity confirms by written statement that it assumes all obligations under this agreement. Any assignment which conflicts with this paragraph shall be null and void and deemed to be a material breach of this agreement.

27.3 Courts at Kolkata alone shall have jurisdiction to entertain try and determine all actions suits and proceedings arising out of these presents between the parties hereto.

**THE FIRST SCHEDULE ABOVE REFERRED TO
(THE SAID PREMISES)**

ALL THAT the piece and parcel of land containing by estimation an area of 34 cottaris (more or less) **TOGETHER WITH** two storied brick built building standing thereon having 6750 Sq.ft. (more or less) each floor situate lying at and being Municipal Premises No.24/3 Alipore Road, P.S. Alipore, Kolkata 700 027 and butted and bounded in the manner following that is to say

- ON THE NORTH : By Alipore Road
- ON THE SOUTH : By Premises No. 5 Alipore Road
- ON THE WEST : By Premises No.24/2 Alipore Road
- ON THE EAST : By Premises No.24/4 Alipore Road

**THE SECOND SCHEDULE ABOVE REFERRED TO
SPECIFICATIONS**

**SCHEDULE OF FINISHES SPECIFICATION
RESIDENTIAL BUILDING AT 24/3, ALIPORE ROAD, KOLKATA - 700 027**

STRUCTURE	RCC Substructure on Piles RCC framed structure
FOUNDATION	Super Structure
WALL FINISHING	Combination of all weather and high quality
Exterior Finish	Textured paint
Interior Finish	Cement Plaster
Toilets	Cement Plaster
Kitchen	Cement Plaster
FLOORING	
Master Bedroom	Bare RCC
Bedrooms	Bare RCC
Living Dining	Bare RCC
Kitchen	Bare RCC

proceedings and any such disputes and differences among the Owners, Donee Leasing, Confirming parties and the Developer which may arise out of this agreement. IHFL shall always be entitled to withhold the charge release letter/WOC and shall enforce the security in case of default in repayment of loan amount in terms of the loan agreement with the owners and that of this Agreement.

27.2 The provisions of Arbitration, agreed by and amongst the Owners, donee Leasing, Confirming Parties and the Developer, towards dispute resolution shall not be applicable and binding upon IHFL. In this Agreement, IHFL has been made party to ensure regular and timely repayment of the loan amount, primarily by the Owners and in case of further default, then by the Developer, for and on behalf of the Owners. Thus any dispute between owners and developer shall not effect the right of IHFL to recover the loan amount due and payment by the owners to IHFL. In case of default in repayment, IHFL shall be entitled to take such action against the other parties, as IHFL may deem fit and proper.

27.2 The Tribunal shall :

- i) Proceed summarily and need not give any reasons for its award
- ii) Avoid all rules, procedures and/or evidences that can lawfully be avoided by mutual consent and/or directions by the parties
- iii) Fix the venue at Kolkata only.
- iv) Use English as the language for the proceedings
- v) Conduct the proceedings from day to day and for atleast 5 hours per day if the same is acceptable to all parties
- vi) Not grant to either of the parties any extension of time and/or adjournment except on grounds beyond their control and only for such period as is the absolute minimum
- vii) Make and publish their Award within a period of six months from the date of entering upon the reference
- viii) Award damages along with the final award against the party not complying with any interim award or order passed by the Tribunal
- ix) The award of the Tribunal shall be final and binding

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

SIGNED AND DELIVERED BY

THE OWNERS At Kolkata

In the presence of:

1. *Pradyumn Chatterjee*
52, Chowdhury Bldg
S.C. Road, 57

2. *Shriyati K. Mahanta*
At Home, Floor 7D
S.C. Road, 57

SIGNED AND DELIVERED BY

THE DEVELOPER At Kolkata

In the presence of:

1. *Pradyumn Chatterjee*
52, Chowdhury Bldg
S.C. Road, 57

2. *Shriyati K. Mahanta*
At Home, Floor 7D
S.C. Road, 57

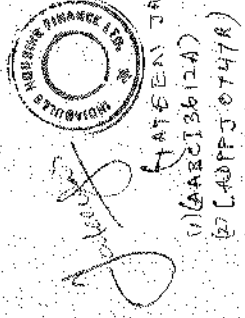
SIGNED AND DELIVERED BY

INDIA BULLS HOUSING FINANCE PVT LTD

At Kolkata in the presence of:

1. *Pradyumn Chatterjee*
52, Chowdhury Bldg
S.C. Road, 57

2. *Shriyati K. Mahanta*
At Home, Floor 7D
S.C. Road, 57



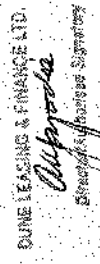
SIGNED AND DELIVERED BY

DUNE LEASING & FINANCE LIMITED

at Kolkata in the presence of:

1. *Pradyumn Chatterjee*
52, Chowdhury Bldg
S.C. Road, 57

2. *Shriyati K. Mahanta*
At Home, Floor 7D
S.C. Road, 57



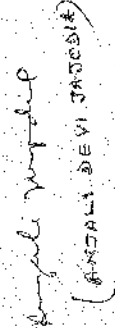
SIGNED AND DELIVERED BY

SMT. ANJALI DEVI JAJODIA

at Kolkata in the presence of:

1. *Pradyumn Chatterjee*
52, Chowdhury Bldg
S.C. Road, 57

2. *Shriyati K. Mahanta*
At Home, Floor 7D
S.C. Road, 57



Toilets
Common Area & Lift Lobby on
ground floor

Bare RCC
Combination of imported marble and
granite

Staircase

Kota Stone

DOOR & WINDOWS

Main Door

Wooden Decorative with lock & night latch

Internal Doors

Not to be provided

Windows Sliding/Casement

Fully glazed aluminium anodized /UPVC
Window

ELECTRICALS

Wiring for Meter till DB of each unit to be provided

PLUMBING

Kitchen

Provision for Water Purifier

Kitchen & Toilets

Hot & Cold water outlet

Sanitary ware

Not to be Provided

CP Control fixtures

Not to be Provided

AIR CONDITIONING

All spaces within the Flat
advice

Split AC / VRF system as per Consultants

Water Proofing Treatment on roof & toilets and Anti Termites at foundation

TRANSPORTATION

Passenger Lift - 1

Otis or equivalent

Stretcher Lift - 1

Otis or equivalent

LIGHTING

Compound Lighting

Overhead illumination with street lighting

Lift Lobbies

Lighting to match décor

Staircases

Lighting as required

SECURITY, WATCH & WARD

CC TV

At ground floor connected to Main Security

SIGNED AND DELIVERED BY
SMT. NISHA KANOI at Kolkata

In the presence of:

- ① Mr. [Signature]
Mr. [Signature]
[Signature]
- ② Mr. [Signature]
[Signature]
[Signature]

[Signature]
(NISHA KANOI)

SIGNED AND DELIVERED BY
SMT. SHALINI JALAN at Kolkata

In the presence of:

- ① Mr. [Signature]
Mr. [Signature]
[Signature]
- ② Mr. [Signature]
[Signature]
[Signature]

[Signature]
(ASHITA DASODIA)
[Signature]
[Signature]
[Signature]

Drafted and prepared in
My office

[Signature]

R. L. Gajjar
Advocate, High Court,
Calcutta



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

Endorsement For Deed Number : I - 06530 of 2014
(Serial No. 08023 of 2014 and Query No. 1605L000013887 of 2014)

On 22/08/2014

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

Presented for registration at 17.25 hrs on :22/08/2014, at the Private residence by Apurva Salarpuria ,Claimant.

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

Execution is admitted on 22/08/2014 by

1. Aditya Kumar Jajodia, son of Late Krishna Kumar Jajodia , 24/3, Alipore Road, Kolkata, Thana:-Alipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027, By Caste Hindu, By Profession : Business
2. Aditya Kumar Jajodia
Karta, K . K . Jajodia & Sons (H U F), 24/3, Alipore Road, Kolkata, Thana:-Alipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027.
, By Profession : Business
3. Aditya Kumar Jajodia
Director, Dune Leasing & Finance Ltd., 22, Basant Row, Vasant Vihar, New Delhi, India, Pin :-110057.
, By Profession : Business
4. Yateen Jain
Authorised Signatory, India Bulls Housing Finance Ltd. (I H F L), M - 62 & 63, Connaught Place, New Delhi, India, Pin :-110001.
, By Profession : Business
5. Anjali Devi Jajodia, wife of Late Krishna Kumar Jajodia , 3, Bhagwan Das Road, New Delhi, India, Pin :-110001, By Caste Hindu, By Profession : Others
6. Nisha Kanoi, wife of Aditya Kanoi , 13/2, Ballygunge Park Road, Kolkata, Thana:-Karaya, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700019, By Caste Hindu, By Profession : Others
7. Apurva Salarpuria
Director, Salarpuria Properties Pvt. Ltd., 5, Chittaranjan Avenue, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, Pin :-700072.
, By Profession : Business
Identified By Subhas Ch. Das, son of Late P Das, 6, Old Post Office Street, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, Pin :-700001, By Caste: Hindu, By Profession: Service.

Executed by Attorney

Execution by


(Md. Shadman)

ADDITIONAL DISTRICT SUB-REGISTRAR

25/08/2014 16:18:00

EndorsementPage 1 of 2



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

Endorsement For Deed Number : I - 06530 of 2014
(Serial No. 08023 of 2014 and Query No. 1605L000013887 of 2014)

1. Aditya Kumar Jajodia, son of Late Krishna Kumar Jajodia , 24/3, Alipore Road, Kolkata, Thana:-Alipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027 By Caste Hindu By Profession: Business, as the constituted attorney of Shalini Jalan(Confirming Party) is admitted by him.

Identified By Subhas Ch. Das, son of Late P Das, 6, Old Post Office Street, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, Pin :-700001, By Caste: Hindu, By Profession: Service.

(Arnab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 25/08/2014

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 Draft

Rs. 2112010/- is paid , by the draft number 087081, Draft Date 11/08/2014, Bank Name State Bank of India, ESPLANADE, received on 25/08/2014

(Under Article : B = 2111989/- , E = 21/- on 25/08/2014)

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.-37,80,32,245/-

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. 75021/- is paid , by the draft number 087080, Draft Date 11/08/2014, Bank : State Bank of India, ESPLANADE, received on 25/08/2014

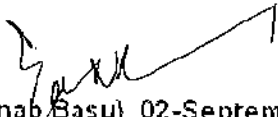
(Md. Shadman)
ADDITIONAL DISTRICT SUB-REGISTRAR

(Md. Shadman)
ADDITIONAL DISTRICT SUB-REGISTRAR

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 27
Page from 4003 to 4056
being No 06530 for the year 2014.




(Arnab Basu) 02-September-2014
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. ALIPORE
West Bengal

