

- ★ 24.1 **Developer to Receive Additional Payments & Deposits:** The Developer shall be entitled to receive in respect of the entire New Building/s all additional charges, expenses and/or deposits including for corpus deposit, formation of the Maintenance Body, Common Expenses, Municipal Taxes, supply of electricity, purchase and installation of generator, electric and water supply connections, additional work and amenities that may be provided, charges, out-pocket expenses and fees payable for changes/ regularization/ completion under the Building Rules. The Land Owner shall neither have any right nor any liability regarding the same.
- 24.2 All costs incurred in development of the said Property in terms hereof shall be borne and paid by the Developer exclusively, save those expressly excluded under the other provisions hereof, and for all intents and purposes the same shall be and be deemed to be the consideration for the Developer receiving and appropriating the Developer's Share of the Gross Sale Proceeds / Developer's Allocation.
- 24.3 It is expressly agreed understood and clarified that the Developer shall be entitled (but not obliged) to develop the said Property jointly with the adjoining properties belonging to the Land Owner herein, a separate development agreement in respect whereof has already been entered into between the parties hereto on more or less the same terms and conditions herein contained.
- 24.4 **No Partnership:** The Land Owner and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 24.5 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 24.6 **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the New Building/s by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Land Owner. Further, various applications and other documents may be required to be signed or made by the Land Owner relating to which specific provisions may not have been made herein. The Land Owner hereby undertakes to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Land Owner also undertakes to sign and execute all additional applications and other documents, at the costs and expenses of the Developer.
- 24.7 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 24.8 **Name of New Building/s:** The name of the New Building/s shall be decided by the parties jointly and the same shall be branded and marketed as a project of the "Space Group".
- 24.9 **No Demise or Assignment:** Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the Said Property or any part thereof to the Developer by the Land Owner or as creating any right, title or interest therein in favour of the Developer except to develop the Said Property in terms of this Agreement.
- 24.10 **Acquisition:** In case the said Property and/or any portion thereof is acquired by the Government or any other Body or Authority, then in that event the Parties shall contest and challenge such acquisition. If however, acquisition becomes inevitable, then the provisions following shall be applicable:
- 24.10.1 **Acquisition prior to the commencement of development:** In case of acquisition or requisition of the said Property prior to the commencement of development, this agreement will come to an end and the Land Owner shall within 45 days thereof refund to the Developer all amounts paid and/or deposited and/or incurred by the Developer

pursuant to and under this agreement till then, whereupon the Developer shall make over possession of the said Property to the Land Owner, if the same shall have been delivered to the Developer by then. In case of delay in such refund by the Land Owner beyond the said period of 45 days, the Land Owner shall also be liable to pay interest thereon @18% per annum.

**24.10.2 Acquisition after the commencement and prior to completion:** In the case of acquisition or requisition of the said Property after the commencement of development and prior to completion of development, then the compensation shall be shared in the same proportion in which they have agreed to share the Gross Sale Proceeds as hereinbefore stated and the Land Owner shall forthwith refund to the Developer all amounts paid and/or deposited by the Developer to the Land Owner pursuant to and under this agreement till then, if not already refunded by then in full.

**24.10.3 Acquisition after completion of the development:** In case of acquisition or requisition of the said Property after completion of the development herein envisaged, then the Land Owner and the Developer shall share the compensation in the same proportion in which they have agreed to share the Gross Sale Proceeds as hereinbefore stated and the Land Owner shall forthwith refund to the Developer all amounts paid and/or deposited by the Developer to the Land Owner pursuant to and under this agreement, if not already refunded by then in full.

**25. Defaults:**

**25.1 Damages:** None of the Parties shall be unilaterally entitled to cancel or rescind this Agreement. In the event of any default on the part of either Party, the other Party shall be entitled to sue for damages.

**26. Force Majeure:**

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

**26.2 Saving Due to Force Majeure:** If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure, that Party shall inform the other Party specifying the nature and extent of the circumstances giving rise to the event/s of force majeure and shall, subject to such information, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of force majeure, during the continuance thereof, and for such time after the cessation, as is necessary for that Party, using all reasonable endeavors, to re-commence its affected operations in order for it to perform its obligations. Neither the Land Owner nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of force majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by force majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting force majeure.

**26.3 Reasonable Endeavours:** The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of force

majeure shall use all reasonable endeavors to bring the event of force majeure to a close or to find a solution by which this agreement may be performed despite the continuance of the event of Force Majeure.

**27. Confidentiality:**

27.1 **Confidential Information:** Confidential Information shall mean and include all trade secrets, business plans and other information relating to (whether directly or indirectly) the businesses thereof (including, but not limited to, the provisions of this Agreement) and in whatever form, which is acquired by or disclosed to the other Party pursuant to this Agreement (**Confidential Information**).

27.2 **Handling of Confidential Information:** In consideration of Confidential Information of each Party (**Disclosing Party**) being made available to the other Party (**Receiving Party**) under this Agreement, the Receiving Party shall at all times:

27.2.1 **Secrecy:** treat all such Confidential Information as secret and confidential and take all necessary steps to preserve such confidentiality.

27.2.2 **No Misuse:** not use any such Confidential Information other than for the purpose of performing its obligations under this Agreement and in particular, not use or seek to use such Confidential Information to obtain (whether directly or indirectly) any commercial, trading or other advantage (whether tangible or intangible) over the Disclosing Party.

27.2.3 **No Third Party Disclosure:** not disclose such Confidential Information to anyone other than with the prior written consent (such consent to be granted or withheld at the Disclosing Party's absolute discretion) of the Disclosing Party.

27.2.4 **No Copying:** not make any copies of any such Confidential Information (including, without limitation, any document, electronic file, note, extract, analysis or any other derivation or way of representing or recording any such Confidential Information) without the Disclosing Party's prior written consent (such consent to be granted or withheld at the Disclosing Party's absolute discretion).

27.2.5 **Acting on Instruction of Disclosing Party:** upon written request by the Disclosing Party, promptly deliver to the Disclosing Party or at the direction of the Disclosing Party, destroy all materials containing any such Confidential Information and all copies, extracts or reproductions of it (as permitted under this Agreement) and to certify compliance to the Disclosing Party in writing.

**28. Entire Agreement:**

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

**29. Counterparts:**

29.1 **All Originals:** This Agreement is being executed simultaneously in two counterparts, each of which shall be deemed to be an original and all of which shall constitute one instrument and agreement between the Parties.

**30. Severance:**

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

invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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

30.3 **Reasonable Endeavour for Substitution:** The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the Parties (if any) under any invalid or unenforceable provision of this Agreement shall be suspended whilst an attempt at such substitution is made.

**31. Reservation of Rights:**

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

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

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

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

**32. Amendment/Modification:**

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

**33. Notice:**

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

33.2 **Time of Service:** Any such notice or other written communication shall be deemed to have been served:

33.2.1 **Personal Delivery:** if delivered personally, at the time of delivery.

- 33.2.2 **Registered Post:** if sent by prepaid recorded delivery or registered post or courier service, on the 4<sup>th</sup> day of handing over the same to the postal authorities/service provider.
- 33.2.3 **Facsimile:** if sent by facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent.
- 33.3 **Proof of Service:** In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or courier, that such notice or other written communication was properly addressed and delivered to the postal authorities/service provider or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.
- 33.4 **Electronic Mail:** Any notice sent by way of electronic mail (e-mail) shall be considered not to have been served, unless duly confirmed by the recipient by email or any other form of communication.
34. **Arbitration:**
- 34.1 **Disputes and Pre-referral Efforts:** The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties.
- 34.2 **Referral to Arbitration:** If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to and finally resolved by arbitration by an Arbitration Tribunal formed in the manner given below, in terms of the Arbitration and Conciliation Act, 1996.
- 34.3 **Arbitration Tribunal:** The Parties irrevocably agree that the Arbitration Tribunal shall consist of the following three Arbitrators:
- 34.3.1 **Appointment by Land Owner :** 1 (one) Arbitrator to be appointed by the Land Owner .
- 34.3.2 **Appointment by Developer:** 1 (one) Arbitrator to be appointed by the Developer.
- 34.3.3 **Third Arbitrator:** The third Arbitrator shall be jointly appointed by the above 2 (two) Arbitrators.
- 34.4 **Conduct of Arbitration Proceeding:** The Parties irrevocably agree that:
- 34.4.1 **Place:** The place of arbitration shall be Kolkata only.
- 34.4.2 **Language:** The language of the arbitration shall be English.
- 34.4.3 **Interim Directions:** The Arbitration Tribunal shall be entitled to give interim awards/directions regarding the Disputes.
- 34.4.4 **Procedure:** The Arbitration Tribunal shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law but shall give reasons for the award. The arbitration shall otherwise be carried out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with modifications made

from time to time and the provisions of the said Act shall apply to the arbitration proceedings.

34.4.5 **Binding Nature:** The directions and interim/final award of the Arbitration Tribunal shall be binding on the Parties.

**35. Jurisdiction:**

35.1 **Court:** The Courts at Kolkata only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

**36. Rules of Interpretation:**

36.1 **Statutes:** In this Agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statutory provision shall be construed as including references to all statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statutory provision.

36.2 **Number:** In this Agreement, any reference to singular includes plural and vice-versa.

36.3 **Gender:** In this Agreement, words denoting any gender including all other genders.

36.4 **Party:** In this Agreement, any reference to a Party is to a party to this Agreement.

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

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

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

**FIRST SCHEDULE**

**All Those** the various pieces or parcels of land, containing an area of **25 Satak** more or less, together with building sheds and structures standing thereon (Area of Structure 2000 Square feet), situate lying at and comprised in R.S. Dag Nos.3458 and 3449, recorded in R.S. Khatian Nos.2592 and 907 respectively in Mouza Ariadaha Kamarhati (also known as Nowadapara), J.L. No.1, Police Station Belghoria (formerly Baranagar), Sub-Registry Office Cossipore Dum Dum and being a portion of Municipal Premises No.36 B.T Road, Holding No.F-20, in Ward No.8, within the limits of Kamarhati Municipality in the District of North 24-Parganas.

**SECOND SCHEDULE**  
(Devolution of Title)

i) That one Radhika Mohan Shaha was seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owner to **All Those** the various pieces or

parcels of land, containing a total area of **73 sataks** more or less together with building sheds and structures standing thereon situate lying at and comprised in **R.S. Dag Nos.3454, 3455, 3456, 3457, 3458, 3451, 3452, 3453, 3449 and 3450** in Mouza Ariadaha Kamarhati (also known as Nowadapara), J.L No.1, Police Station Baranagar, Sub-Registry Office Cossipore Dum Dum in the District of North 24-Parganas, absolutely and forever, **under and by virtue of** an Indenture dated 1<sup>st</sup> February 1954 made between Bharat Rubber Works Limited (in liquidation) therein referred to as the Vendor and Mohini Mohan Chakraborty (Official Receiver/Official Liquidator) therein referred to as the Confirming Party and Radhika Mohan Shaha therein referred to as the Purchaser and registered in the office of the Sub-Registrar, Cossipore DumDum in Book No.I Volume No.29 Pages 1 to 13 Being No.1509 for the year 1954.

- ia) The said Radhika Mohan Shaha got his name recorded/mutated in the Records of Rights in the Office of the B.L. & L.R.O., Government of West Bengal in R.S. Khatian Nos.2592, 2591 and 907 respectively related to R.S. Dag Nos.3454, 3455, 3456, 3457, 3458, 3451, 3452, 3453, 3449 and 3450 respectively and the name of the said Radhika Mohan Shah continues to be recorded in the Records of Rights.
- ib) That under and by virtue of an Indenture of Conveyance dated 15<sup>th</sup> July 1959, and registered in the office of the Registrar of Assurances, Calcutta in Book No.I Volume No.86 Pages 245 to 254 Being No.3163 for the year 1959, the said Radhika Mohan Shaha for the consideration therein mentioned granted sold conveyed and transferred unto and to a Partnership firm namely Nowrangroy Rameswar **All Those** the various pieces or parcels of land, containing a total area of **73 sataks** more or less together with building sheds and structures standing thereon situate lying at and comprised in **R.S. Dag Nos.3454, 3455, 3456, 3457, 3458, 3451, 3452, 3453, 3449 and 3450** in Mouza Ariadaha Kamarhati (also known as NowadaparaNowadapara), J.L No.1, Police Station Baranagar, Sub-Registry Office Cossipore Dum Dum in the District of North 24-Parganas, absolutely and forever.
- ii) That one Purna Chandra Pal and Bishnupada Pal were seized and possessed of and/or otherwise well and sufficiently entitled as the joint owners, to **All That** the piece or parcel of land, containing an area of **03 sataks** more or less situate lying at and comprised in **R.S. Dag No.3448** in Mouza Ariadaha Kamarhati (also known as Nowadapara), J.L No.1, Police Station Baranagar, Sub-Registry Office Cossipore Dum Dum, in the District of North 24-Parganas, absolutely and forever.
- iiia) The said Purna Chandra Pal, who was a Hindu during his lifetime and also at the time of his death, died intestate sometime in the year 1935 leaving him surviving his sole widow namely Smt. Radharani Pal, four sons namely Gopal Chandra Pal, Motilal Pal, Kalodhone Pal and Nepal Chandra Pal, as his only heirs heiresses and legal representatives who all upon his death inherited and became entitled to his one-half undivided share in **All That** the piece or parcel of land, containing an area of **03 sataks** more or less situate lying at and comprised in **R.S. Dag No.3448** in Mouza Ariadaha Kamarhati (also known as Nowadapara), J.L No.1, Police Station Baranagar, Sub-Registry Office Cossipore Dum Dum, in the District of North 24-Parganas, , absolutely and forever and in equal shares (each inheriting equal undivided 1/10<sup>th</sup> share therein).
- iiib) The said Bishnupada Pal, a bachelor and childless, who was a Hindu during his lifetime and also at the time of his death, died intestate sometime in the year 1955 leaving him surviving his four nephews namely Gopal Chandra Pal, Motilal Pal, Kalodhone Pal and Nepal Chandra Pal, as his only heirs and legal representatives who all upon his death inherited and became entitled to his one-half undivided share in **All That** the piece or parcel of land, containing an area of **03 sataks** more or less situate lying at and comprised in **R.S. Dag No.3448** in Mouza Ariadaha Kamarhati (also known as Nowadapara), J.L No.1, Police Station Baranagar, Sub-Registry Office Cossipore Dum Dum, in the District of North 24-Parganas, absolutely and forever and in equal shares (each inheriting equal undivided 1/8<sup>th</sup> share therein).
- iiic) The said Gopal Chandra Pal, Motilal Pal, Kalodhone Pal and Nepal Chandra Pal got their names recorded/mutated in the Records of Rights in the Office of the B.L. & L.R.O., Government of West Bengal in R.S. Khatian No.21 related to R.S. Dag No. 3448 and the

name of the said Gopal Chandra Pal, Motilal Pal, Kalodhone Pal and Nepal Chandra Pal continues to be recorded in the Records of Rights.

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- iiid) That under and by virtue of a Deed of Conveyance dated 6<sup>th</sup> May 1960 and registered in the office of the Sub-Registrar, Cossipore DumDum in Book No.I Volume No.63 Pages 289 to 295 Being No.4695 for the year 1960, the said Gopal Chandra Pal, Motilal Pal, Kalodhone Pal and Nepal Chandra Pal, alongwith their mother the said Smt. Radharani Pal, for the consideration therein mentioned granted sold conveyed and transferred unto and to a Partnership firm namely Nowrangroy Rameswar **All That** the piece or parcel of land, containing an area of **03 sataks** more or less situate lying at and comprised in **R.S. Dag No.3448** in Mouza Ariadaha Kamarhati (also known as Nowadapara), J.L No.1, Police Station Baranagar, Sub-Registry Office Cossipore Dum Dum, in the District of North 24-Parganas, absolutely and forever.
- iii) That one Bijoy Krishna Koley was seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner, to **All Those** the various pieces or parcels of land, containing an area of **5 Bighas 16 Cottahs 1 Chittack 25 Square feet** (equivalent to **191.89 sataks**) more or less situate lying at and comprised in **R.S. Dag Nos.3439, 3442, 3443 and 3444** in Mouza Ariadaha Kamarhati (also known as Nowadapara), J.L No.1, Police Station Baranagar, Sub-Registry Office Cossipore Dum Dum, in the District of North 24-Parganas, absolutely and forever, **under and by virtue of** a Deed of Conveyance (in Bengali) dated 20<sup>th</sup> April 1922, made between Purna Chandra Pal therein referred to as the Vendor and Bijoy Krishna Koley therein referred to as the Purchaser and registered in the office of the Sadar Sub-Registrar of Assurances, Cossipore Dum Dum in Book No.I Volume No.7 Pages 220 to 222 Being No.397 for the year 1922.
- iiia) The said Bijoy Krishna Koley got his name recorded/mutated in the Records of Rights in the Office of the B.L. & L.R.O., Government of West Bengal in R.S. Khatian No.877 related to R.S. Dag Nos.3439, 3440, 3442, 3443 and 3444 respectively and the name of the said Bijoy Krishna Koley continues to be recorded in the Records of Rights.
- iiib) That under and by virtue of a Deed of Conveyance dated 23<sup>rd</sup> April 1960 and registered in the office of the Registrar of Assurances, Calcutta in Book No.I Volume No.71 Pages 19 to 24 Being No.1989 for the year 1960, the said Bijoy Krishna Koley for the consideration therein mentioned granted sold conveyed and transferred unto and to a Partnership firm namely Nowrangroy Rameswar **All Those** the said various pieces or parcels of land, containing an area of **5 Bighas 16 Cottahs 1 Chittack 25 Square feet** (equivalent to **191.89 sataks**) more or less situate lying at and comprised in **R.S. Dag Nos.3439, 3442, 3443 and 3444** in Mouza Ariadaha Kamarhati (also known as Nowadapara), J.L No.1, Police Station Baranagar, Sub-Registry Office Cossipore Dum Dum, in the District of North 24-Parganas, absolutely and forever.
- iv) In the events aforesaid the said Nowrangroy Rameswar became seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owner, to **Firstly All Those** the various pieces or parcels of land, containing a total area of **73 sataks** more or less together with building sheds and structures standing thereon situate lying at and comprised in **R.S. Dag Nos.3454, 3455, 3456, 3457, 3458, 3451, 3452, 3453, 3449 and 3450** and **Secondly All That** the piece or parcel of land, containing an area of **03 sataks** more or less situate lying at and comprised in **R.S. Dag No.3448** and **Thirdly All Those** the various pieces or parcels of land, containing a total area of **5 Bighas 16 Cottahs 1 Chittack 25 Square feet** (equivalent to **191.89 sataks**) more or less situate lying at and comprised in **R.S. Dag Nos.3439, 3442, 3443 and 3444**, all in Mouza Ariadaha Kamarhati (also known as Nowadapara), J.L No.1, Police Station Baranagar, Sub-Registry Office Cossipore Dum Dum, in the District of North 24-Parganas, **all containing an aggregate area of 267.89 sataks** more or less (hereinafter for the sake of brevity referred to as "**the Larger Property**"), absolutely and forever.
- v) The said Larger Property was later on separately assessed and numbered by the Kamarhati Municipality as Municipal Premises No. 36, B.T Road, Holding No.F-20 in Ward No.8 of Kamarhati Municipality.

- vi) That under and by virtue of a Deed of Conveyance dated 14<sup>th</sup> November, 1961 and registered in the office of the Sub Registrar, Calcutta in Book No.I, Volume No.44, Pages from 174 to 184 Being No. 805 for the year 1962, subsequently rectified by Deed of Rectification dated 9<sup>th</sup> December 1964 and registered in the office of the Sub Registrar, Calcutta in Book No.I Volume No.30 Pages from 280 to 285 Being No.449 for the year 1965, the said Nowrangroy Rameswar for the consideration therein mentioned granted, sold, conveyed and transferred unto and to the said Shree Krishna Rubber Works Private Limited **All Those** the said **Larger Property**, absolutely and forever.
- vii) The said Shree Krishna Rubber Works Private Limited after purchasing the said Larger Property constructed various structures thereon.
- viii) By a Deed of Mortgage dated 23<sup>rd</sup> May, 1966, the said Shree Krishna Rubber Works Private Limited charged the said Larger Property together with the plant and machinery thereon, as security for loan or loans granted or to be granted by West Bengal Financial Corporation to the said Shree Krishna Rubber Works Private Limited.
- ix) Despite repeated demands the said Shree Krishna Rubber Works Private Limited failed to pay back the loan to the said West Bengal Financial Corporation and also failed to comply with the terms and conditions contained in the said Deed of Mortgage dated 23<sup>rd</sup> May, 1966.
- x) Subsequently, the said West Bengal Financial Corporation served a notice dated 23<sup>rd</sup> October, 1986 under Section 30 of the State Financial Corporation Act, 1951 ("the said Act") upon the said Shree Krishna Rubber Works Private recalling the said loan.
- xi) Upon failure of the said Shree Krishna Rubber Works Private to comply with the said notice dated 23<sup>rd</sup> October, 1986, the said West Bengal Financial Corporation served another notice dated 29<sup>th</sup> June, 1988 to the said Shree Krishna Rubber Works Private upon the said Company under Section 29 of State Financial Corporation Act, 1951 and in pursuance of the said notice and in exercise of its powers under Section 29 the said Act, the Corporation took over possession of the said Larger Property and the assets situated thereon on 7<sup>th</sup> July, 1988.
- xii) Under the provisions of Sub Section 5 of Section 29 of the said Act, the said West Bengal Financial Corporation was deemed to be the Owner of the said Larger Property and the assets situated thereon.
- xiii) In exercise of the powers vested under the said Act, the said West Bengal Financial Corporation advertised in the Newspaper for sale of the said Larger Property and the assets situated thereon and received several offers for the same.
- xiv) The offer of one Sanjay Kumar Bajoria was accepted by the said West Bengal Financial Corporation and the Corporation agreed to sell to a Limited Company to be promoted and incorporated by the said Sanjay Kumar Bajoria, the said Larger Property for the consideration as agreed upon by them.
- xv) The said Sanjay Kumar Bajoria promoted and got incorporated one Bajoria Rubber Industries Limited for purchasing the said Larger Property.
- xvi) By an Agreement dated 30<sup>th</sup> January 1990 made between the said West Bengal Financial Corporation therein referred to as the Corporation and Bajoria Rubber Industries Limited therein referred to as the Purchaser the said Corporation upon the terms and conditions and for the consideration mentioned therein agreed to sell convey and transfer unto and to the said Bajoria Rubber Industries Limited **All That** the said Larger Property, absolutely and forever.
- xvii) By an Indenture dated 2<sup>nd</sup> March, 1990, made between West Bengal Financial Corporation therein referred to as the Corporation and Bajoria Rubber Industries Limited therein referred to as the Purchaser, duly certified by the Calcutta Collectorate in Sec.32 Case

No.1416 of 1889-1990 as being duly stamped, and registered with the Registrar of Assurances, Calcutta in Book I Volume No.76 Pages 222 to 246 Being No.2809 for the year 1990, the said West Bengal Financial Corporation for the consideration therein mentioned granted, sold, conveyed and transferred unto the said Bajoria Rubber Industries Limited **ALL THAT** the said Larger Property together with the assets situated thereon, absolutely and forever.

- xviii) The said Bajoria Rubber Industries Limited subsequently applied to the Asstt. Registrar of Companies, for change of name of the said Bajoria Rubber Industries Limited to Panihati Rubber Limited. Accordingly, vide a letter No.NCR/CN/46820/94 dated 12<sup>th</sup> January, 1995 issued by the Registrar of Companies, West Bengal, the name of Bajoria Rubber Industries Limited was subsequently changed under provisions of Section 23 of the Companies Act, 1956 and a Fresh Certificate of incorporation consequent to change of name was issued on 18<sup>th</sup> January 1995 in the name of **Panihati Rubber Limited**.
- xix) The name of the said Panihati Rubber Limited has been mutated and continues to be recorded as the owner of the said Larger Property in the records of Kamarhati Municipality, Ward No.8.
- xx) The said Property described in the **First Schedule** hereinabove written, being the subject matter of these presents, is a divided and demarcated portion of the said Larger Property.



## 37. Execution and Delivery:

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

**PANIHATI RUBBER LIMITED**

*[Signature]*  
Managing Director

**For BLUE FOX PROJECTS PVT. LTD.**

*[Signature]*  
Director

Land Owner

Developer

## Witnesses:

Signature *[Signature]*  
Name Supriya Bag  
Father's Name R. N. Bag  
Address 7B, K.S. Roy Road  
Kolkata - 700009

Signature *[Signature]*  
Name Sukdeb Saha  
Father's Name Late N. C. Saha  
Address 51A, Hungerford Street  
Kolkata - 700012

Drafted by me

*[Signature]*  
(S. KRANAY SHUBTRA)

Advocate  
High Court, Calcutta

**PART-I***(Specifications)*

<b>Foundation :</b>	Reinforced Concrete Cement structure
<b>Wall Finish :</b>	Interior – conventional brickwork with Plaster of Paris Exterior – combination of high quality cement / textured paint
<b>Flooring :</b>	Master Bedroom – Vitrified /ceramic tiles Other Bedrooms – Vitrified /ceramic tiles Living / Dining – Vitrified /ceramic tiles
<b>Kitchen :</b>	Kitchen –Anti skid tiles Granite Platform Stainless steel sink Dado of ceramic tiles upto 2 ft. above the counter / platform Elect. Point for Refrigerator, Aquaguard, exhaust fan Provision for exhaust
<b>Toilet:</b>	Toilet – Anti skid ceramic tiles in flooring Toilet walls – standard ceramic tiles on the walls upto 7 ft. Sanitary ware of Parryware / Hindware or equivalent make CP fittings of EssEss / Hindware or equivalent make Electrical point for Geyser & Exhaust Fan Plumbing provision for Hot /Cold water line
<b>Doors &amp; Windows :</b>	Door Frame – made of seasoned and treated wood. Main Door - Solid core flush doors , with decorative brass handles Main Door Fittings – Godrej night latch and Eyepiece Internal Doors – Solid core flush doors with Cylindrical locks Windows – Fully glazed anodized/ powder coated aluminum windows
<b>Electricals :</b>	AC points in living dining and all the Bedrooms, Cable TV, Telephone in Living / Dining Adequate 15 Amp & 5 amp. Elect. Points in all bedrooms, Liv / Din, Kitchen, Toilets Concealed copper wiring with Central MCB of repute brands Door bell point at the main entrance door Modular switches of reputed brands
<b>Common Lighting</b>	Overhead Illumination for compound and street lighting Necessary illumination in all lobbies, staircases & common areas
<b>Lifts, Stairs &amp; Lobbies</b>	Lifts (KONE/OTIS/equivalent make) Stair & Floor Lobbies – Kota Stone / Marble / tiles Entrance Ground floor lobby or each block – combination of marble, granite & kota stone

**PART-II***(Amenities & Social Infrastructure)*

<b>Water Management</b>	24 Hrs. water supply from captive deep tubewells/ Govt. Supply Water Filtration Plant if required
<b>Others</b>	Adequate capacity standby generator for common areas & services Fire fighting as per govt. regulations

  
**Government Of West Bengal**  
**Office Of the A.D.S.R. COSSIPORE DUMDUM**  
**District:-North 24-Parganas**

**Endorsement For Deed Number : I - 05299 of 2014**  
**(Serial No. 05789 of 2014 and Query No. 1506L000011036 of 2014)**

**On 23/05/2014**

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

Presented for registration at 18.10 hrs on :23/05/2014, at the Private residence by Piyush Kumar Bhagat ,Claimant.

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

Execution is admitted on 23/05/2014 by

1. Sanjay Kumar Bajoria  
Managing Director, Panihati Rubber Limited, 36, B T Road, Kolkata, Thana:-Belgharia, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700058.  
, By Profession : Others
2. Piyush Kumar Bhagat  
Director, Blue Fox Projects Pvt. Ltd., 5/1 A, Hungerford Street, Kolkata, West Bengal, India, Pin :-700017.  
, By Profession : Others  
Identified By Supryo Bag, son of R. N. Bag, 7 B, K. S. Roy Road, Kolkata, West Bengal, India, Pin :-700001, By Caste: Hindu, By Profession: Service.

( Utpal Kumar Basu )  
A. D. S. R. COSSIPORE DUMDUM

**On 26/05/2014**

**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.-6,42,36,363/-

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

( Utpal Kumar Basu )  
A. D. S. R. COSSIPORE DUMDUM

**On 27/05/2014**

**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 : 4, 5(f), 53 of Indian Stamp Act, 1899.

**Payment of Fees:**



( Utpal Kumar Basu )  
A. D. S. R. COSSIPORE DUMDUM

27/05/2014 17:15:00

EndorsementPage 1 of 2

স্বাধীন ভারত

**Government Of West Bengal**  
**Office Of the A.D.S.R. COSSIPORE DUMDUM**  
**District:-North 24-Parganas**

**Endorsement For Deed Number : I - 05299 of 2014**  
**(Serial No. 05789 of 2014 and Query No. 1506L000011036 of 2014)**

Amount By Cash

Rs. 560.00/-, on 27/05/2014

( Under Article : B = 539/- ,E = 21/- on 27/05/2014 )

**Deficit stamp duty**

Deficit stamp duty Rs. 75000/- is paid , by the draft number 644038, Draft Date 23/05/2014, Bank : State Bank of India, ESPLANADE, received on 27/05/2014

( Utpal Kumar Basu )  
A. D. S. R. COSSIPORE DUMDUM



*U*  
( Utpal Kumar Basu )  
A. D. S. R. COSSIPORE DUMDUM

SPECIMEN FORM FOR TEN FINGERPRINTS



LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER