

and/or authorities whomsoever in connection with us so far it relates with the First Schedule hereunder written and/or given.

11. To appoint, engage and discharge any Pleader, Solicitor, Advocate, Wakil and/or Attorney/Attorneys in connection with the better management, preservation, security, control, supervision, use, occupation and enjoyment of the First Schedule hereunder written and/or given on our behalf as effectually as it could be done if the Grantors are represented physically.

12. To obtain necessary permission approvals and sanctions from different authorities in connection with the construction of the said projects and also for pursuing and following up the matter with the local Panchayet,

13. To sue, defend, prosecute and litigate with whomsoever concerned in connection with the better management, preservation, security, control, supervision, use, occupation and enjoyment of the First Schedule hereunder written and/or given on our behalf as it could be done on personal representation.

14. To sign, verify, draw, draft and prepare any type of application, paper, document, letter, draft and statement whatsoever and to issue and use the same in connection with the better management, preservation, security, control, supervision, use, occupation and enjoyment of the First Schedule hereunder written and/or given on our behalf as effectually as it could be done personally.

15. The Attorneys name herein shall be authorized to act jointly and/or severally without any further permission being required.

16. And generally to do, execute and perform any other act or acts, deed or deeds, matters or things whatsoever which in the opinion of the said attorneys ought to be done, executed and performed in relation to the First Schedule hereunder written and/or given as fully and effectually.

ARTICLE-I:
COMMENCEMENT OF WORK

9.1. **OWNERS** have simultaneously on the signing of this agreement put **DEVELOPER** in possession of the first schedule property and **DEVELOPER** shall start the work of the said construction, erection, promotion, building and development of the said multi-storied building/s at and upon the First Schedule property hereunder written and/or given

9.2. That **DEVELOPER** herein shall be entitled to transfer or otherwise deal with the saleable space as mentioned hereinbefore in the said project and accordingly **DEVELOPER** herein are entitled to enter into agreement/s for sale and/or transfer of any manner in respect of the saleable space with different purchaser/s/buyer/s/nominee/s and further shall be entitled to receive all advances and full consideration for the said area forming part of saleable space.

9.3. That **DEVELOPER** herein shall be entitled to transfer and/or assign area forming part of saleable space to any third party in phased manner and on such terms and conditions as **DEVELOPER** may deem fit and proper on or before the completion of the building and **DEVELOPER** is entitled to enter into agreement/s for sale and/or transfer in respect of said area forming part of saleable space with different purchaser/s/buyer/s/nominee/s and further shall be entitled to receive all advances and full consideration from the said area forming part of saleable space independently without making **OWNERS** herein a party thereof.

9.4. That in so far as necessary the dealings namely, submission, sanction, revision, modification of plan for the subject construction, sell, alienation, transfer, demise, devise and grant of the saleable space obtaining electricity connection, water, drainage, sewerage connections and other such facilities and utilities and others by **DEVELOPER** herein in respect of the said project shall be in the name of **OWNERS** herein for which purposes **OWNERS** herein undertake to give **DEVELOPER** such and further Power-of-Authority/s in such form and manner as is reasonably required.

ARTICLE-J:SAID PROJECT

10.1. **OWNERS** herein has delivered the possession of the said premises mentioned, described, explained, enumerated, provided and given at and under the First Schedule hereunder written and/or given to **DEVELOPER** on the signing of these presents. The **DEVELOPER** shall construct erect and complete the said projects over the said premises in accordance with the building plan with good and standard materials including for the purpose

of building/buildings of various types and in the form of housing/commercial and/or housing-cum-commercial complex,

10.2. That **DEVELOPER** herein shall be authorized to apply for and obtain temporary connection of water, electricity to the said project for the purpose of construction or enjoyment of the building at **DEVELOPER**'s costs and charges.

ARTICLE-K:
OBLIGATION

DEVELOPER SHALL:

- i) Take such steps as are necessary to divert all pipes, wires, cables or other conducting media in, under or above the project which need to be diverted as a result of the development.
- ii) Install all electricity line, wiring, gas, water, and tele-communications, services and surface and soil water drainage to the premises and shall ensure that the same connect directly to the mains.
- iii) Serve such notices and enter into such agreements with statutory undertakings or other companies as may be necessary to install the services.
- iv) Give all necessary or usual notices under any statute affecting the demolition and clearance of the premises 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 indemnified **OWNERS** herein from and against all the costs, charges, claims, actions, suits and proceedings.
- v) Incur all costs, charges and expenses for the purpose of constructing erecting and completing the said building/s in accordance with the said plan.
- vi) Not to allow any person to neither encroach nor permit any encroachment by any person and/or persons into or upon the said premises or any part or portion thereof.
- vii) Not to expose **OWNERS** herein to any liability with regard to making 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 project.
- viii) **DEVELOPER** herein declare and undertake that before starting of construction, **DEVELOPER** shall comply with all legal formalities and obtain necessary permissions from the authorities concerned.

ix) **DEVELOPER** shall cause construction, promotion of the project in phases and **OWNERS** consents to the same save and except if any legal complication may arise in connection with the land and title, the time of commencement of the project shall extend accordingly.

OWNERS SHALL

- i) Co-operate with **DEVELOPER** in all respect for development of the said premises in term of these presents.
- 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 **DEVELOPER** undertake construction of the project and/or Buildings in accordance with the said plan.
- iv) To execute further Power of Attorney/s in favour of **DEVELOPER** or its nominee and/or nominees as may be required to give effect to this agreement.
- v) To execute the Deed of Conveyance/Lease (through its attorney) in respect of the various constructed portion unto and in favour of the intending purchaser acquiring units apartments constructed spaces and car parking spaces.
- vi) In view to avoid any future complication **OWNERS** herein undertake that they will not cancel these presents as well as the General Power-of-Attorney/s granted by them subject to the fact that **DEVELOPER** herein shall perform these presents to the satisfaction of all the terms and conditions hereof.

ARTICLE L:

INDEMNITY:

i) That the **DEVELOPER** and **OWNERS** herein hereby undertakes to keep each other indemnified against all actions, suits, costs and proceedings and claims that the other party may suffer due to the act or omission of either of the party and arising out of the terms and conditions herein actions with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect herein.

ARTICLE-M

COMMENCEMENT OF CONSTRUCTION

13.1. For the purpose of determination of the date of commencement of the construction, the certificate of the Architect for the time being in respect of the said project shall be final conclusive and binding on the parties.

ARTICLE-N:
COMPLETION

14.1. Unless prevented by circumstances beyond the control of **DEVELOPER** and/or circumstances amounting, to force majeure as hereinafter appearing the said project shall be constructed erected and completed within such time which shall be agreed between **OWNERS** and **DEVELOPER** from time to time on mutual agreements For the purpose of completion the certificate of the Architect shall be final conclusive and binding on the parties and similarly the common facilities and/or utilities will also be completed.

ARTICLE-O:
SALES AND MARKETING

15.1 **DEVELOPER** herein shall jointly sale and market in the form of housing/commercial and/or housing-cum-commercial complex, .

15.2 In accordance with the necessities and requirements as may be fit, proper and expedient **DEVELOPER** shall decide on the various marketing strategies and fixation of sale consideration and the matters relating to and shall jointly be liable for all brokerage and marketing expenses.

15.3 **DEVELOPER** herein shall realize the consideration from each and every Flat/Unit/Apartment/Car Parking Space and other Spaces The collection of the sale proceeds of the Owners' Allocation collected by the Developer will be reimbursed by the Developer to the Owners on quarterly basis.

15.4. **DEVELOPER** herein is authorized to and shall be realizing for each unit Flat/Unit/Apartment/Car Parking Space and other Space the costs towards transformer and electric connections, H.T. and L.T. lines, deposits for electric meter, costs for stand by generator, capital cost for equipment and development, maintenance deposits and documentation charges and municipal rates and taxes, however, the same shall not be treated as a part and parcel of the gross sale value of saleable space.

15.5. **OWNERS** to be represented by the **DEVELOPER** on the basis of the registered Power of Attorney and the **DEVELOPER** is entitled to create charge/mortgage in respect of the constructed spaces /saleable First Schedule property hereunder written and/or given in any manner whatsoever as **DEVELOPER** deem fit and proper. Similarly any intending purchaser/s and/or buyer/s and/or transferee/s herein create a charge or mortgage in respect

of the Area/s/Unit/s/Flat/s/Apartment/s intended for purchase, own, acquire, seize and possess simultaneously with the said complete purchase, transfer, owning, acquiring, seizing and possessing and/or having an agreement thereof only to any Bank, Financial Institution or Private Financers to obtain loan and both such cases **OWNERS** has authorized **DEVELOPER** to sign such papers as may be required by the Bank or Financial Institution or Private Financers. However it is made clear that the Land Owners named in the First Schedule and /or **OWNERS** under no circumstances will be liable to pay such loans or any portion thereof.

15.6. And It Is Hereby Expressly Agreed By And Between the Parties hereto that **DEVELOPER** herein shall be entitled to enter into Agreement/s for Sale, Transfer and/or Lease in respect of the entire saleable spaces in their own name.

ARTICLE-P:
DEFAULT AND REMEDIES

16.1 **OWNERS** shall not under any circumstances and/or for any reason, directly or indirectly, withdraw, rescind this agreement and/or make or cause any obstruction, interruption, hindrance impediment, interference or objection in any manner relating to or concerning the construction or completion of the project and /or any part thereof and/or the Transfer sale of disposal of any Unit/s/Flat/s/Car Parking Space/s/Space/s or portion/s of the said Building/s and in the event the owners fail to refund the deposit amount it shall be deemed acknowledgement by the owners regarding satisfaction of the owners allocation.

16.2. Unless prevented by circumstances beyond its control or if **DEVELOPER** shall commit any default and/or breaches of any of the terms and conditions herein contained and on the part of **DEVELOPER** to be paid performed and observed or in the event of **DEVELOPER** failing to complete the said Project and/or Said projects within the Completion Date as herein before recited or after a grace period of six months then and in that event without prejudice to any of the rights claims contentions which **OWNERS** herein may have against **DEVELOPER** , **DEVELOPER** shall be liable and has agreed to pay to **OWNERS** such compensation as may be decided by the Arbitrator.

ARTICLE-Q:
FORCE MAJEURE

17.1 **DEVELOPER** herein shall not be treated as default and **DEVELOPER**'s obligations and covenant will be suitably extended under the Force Majeure clause. Force Majeure shall

include natural calamities, Act of God, flood, tidal waves, earthquake, riot, war, storms, tempest, fire, civil commotion, air raid, strikes (including by contractor/construction agencies) lock out, transport strike, notice or prohibitory order from Municipal Corporation or any other statutory body or any Court, Receiver, Government Regulations, new and/or changes in any Municipal or other rules, laws or policies effecting or likely to affect the project or any part or portion thereof, shortage of Essential Commodities and/or any circumstances beyond the control or reasonable estimation of the parties herein.

ARTICLE R:
SALE AND TRANSFER

18.1 DEVELOPER without requiring any consent of **OWNERS** be entitled to deal with and dispose of the entire allocations at such price/consideration as **DEVELOPER** may deem fit and proper provided that the Developer shall make over to the owners the revenues pertaining to the owners allocation.

18.2 DEVELOPER shall have the right to enter into agreements or contracts for sale, transfer, gift, assignment of the Entire Allocation together with undivided share in the said property or any portion or portions thereof as may be deemed fit by **DEVELOPER** on such terms and conditions and at such consideration as the **DEVELOPER** may deem fit and proper. **OWNERS** shall not be entitled to interfere with or raise any question or objection to the acts deeds and things done by the other to their benefit and interest with regard thereto and shall have no concern therewith. In this regard, it is, however, expressly made clear that:

18.3 Neither party shall make any commitment or enter upon any term which is or may be repugnant to or contrary to those contained hereunder or otherwise affect or prejudice the respective rights and obligations of the Parties hereunder;

18.4. OWNERS has and /or shall further execute a General Power of Attorney in favour of **DEVELOPER** and/or its nominee and/or nominee as may be required for the purpose of obtaining necessary permission approvals and sanctions from different authorities in connection with the construction of the said projects.

ARTICLE S:
BUILDING

191. DEVELOPER shall at its own costs construct erect and complete the Project on the said premises in accordance with the sanctioned plan as per the agreed specifications and

Mouza- Partharghata, within the Jurisdiction of Pathraghata Gram Panchatyat under Rajarhat at present New Town Police Station in the District of North 24 Parganas.

Part-V

ALL THAT the piece and parcel of land measuring **42.00 Decimal equivalent to 25 Cottahs 6 Chittacks 25 Sq.ft. more or less** comprised in R.S & LR Dag No.3915, comprised in C.S. Dag No. 3614, under C.S Khaitan No. 1224, under L.R. Khatian No. 3207, 3228 at present 5151, 3236 and 3237, New L.R. Khatian nos. 5422, 5707, 6110 & 6109, Touzi No. 10, in Mouza- Patharghata, J.L. No.36, R.S. No. 225, Sali land within the Jurisdiction of Pathraghata Gram Panchatyat under Rajarhat at present New Town Police Station in the District of North 24 Parganas.

PART VI

ENTIRE LAND

ALL THAT the piece and parcel of land measuring **182.856 Decimals equivalent to 110 Cottahs 10 Chittacks 2 Sq.ft.** comprised in R.S & L.R. Dag Nos. No. 3939, 3938, 1061, 3916, and 3915 under L.R. Khatian No. 1850/2, 1717/2 and 1624/3, 3240,3241, 3242, 2597, 943, 1224, 4326, 2957, New L.R. Khatian nos. 3055, 3056, 3058, 3085, 3181, 3231, 3494, 5773, 5602, 5422, 5647, 5721, 5648, 5667, 6066, 5422, 5707, 6110 & 6109, in Mouza- Chakpachuria and Patharghata, J.L. No.33, 36 within the District of North 24 Parganas under Police Station- New Town, Pin code- 700135.

THE SECOND SCHEDULE ABOVE REFERRED TO
(SPECIFICATION)

CONSTRUCTION :

Foundation	:	Earthquake resistant RCC Framed Structure
Wall	:	Internal: 4 Inch thick brick masonry; External: 8 Inch brick masonry
Roof	:	RCC Framed Structure
Door	:	Quality timber frame with solid core – flush/panelled shutters
Window	:	Quality aluminium frames and shutters

the common facilities and amenities hereinbefore mentioned with materials as may be certified by the Architect of the said Project and the same shall be completed within the said Completion date.

19.2. Subject as foresaid the decision of the Architect regarding the quality of the materials shall be final and binding between the parties hereto and the said project will be constructed erected and completed in accordance with the specifications details whereof are mentioned in the fourth schedule hereunder written.

19.3. It is made clear that the all unit buyers thereof shall share in common the proportionate charges for payments, deposits made to W.B.S.E.B. for H.T./L.T. Line charges, all cable installations, contractor's remuneration, transformer, meters, sub-meters and cables and their installation charges and accessories and payment in respect thereof shall be made to **DEVELOPER** who shall be entitled to recover the same from the intending purchasers.

19.4. **DEVELOPER** herein shall at its own costs and expenses and without creating any financial and other liability on **OWNERS** herein construct and complete the Project and various Unit/s/Flat/s/Apartments/Car Parking Space/s and Space/s therein in accordance with the sanctioned building plan and any amendment thereto or modification thereof made or caused to be made by **DEVELOPER** as per the agreed specification.

19.5 All costs charges and expenses including Architect's Structural Engineers' fees shall be discharged by **DEVELOPER** and **OWNERS** shall bear no responsibility.

19.6. **OWNERS** shall not cause any obstruction or interference in **DEVELOPER** continuing with the construction erection and completion of the said Project as well as ensure that no one else claiming any right title interest through or behalf of **OWNERS** will obstruct or create any problem or difficulty in such construction.

ARTICLE T: DISPUTE RESOLUTION

20.1. All disputes and differences arising out of or in relation these presents shall be referred to Arbitral Tribunal under the provision of Arbitration and Conciliation Act, 1996 or any statutory modification thereof for the time being in force. The parties have agreed to appoint Mr A K Chowdhary Advocate of 10 Old Post office Street Kolkata. The Arbitrator has the summary power to pass interim Award, interim direction, orders etc.

Living/Dining Room : Large Vitrified tile Flooring of reputed make

Bedroom : 2' x 2' Vitrified tile Flooring of reputed make

Kitchen : Floor: Antiskid Ceramic Tiles

Counters : Granite top platform with stainless steel sink of reputed make

Wall : Glazed Tiles Dado up to 2.5 feet high above platform

Toilets : **Floor** : Antiskid Ceramic Tiles

Wall : Glazed Tiles Dado up to door height

Sanitary ware : White color of sanitary ware of Hindware or, equivalent with Essco or, equivalent CP fittings

Electrical : Concealed copper wiring of Havells or, equivalent make, MCB & modular switches of Havells or, equivalent telephone & TV cable points in living/dining. Geyser points in bathrooms, A.C. points in Master bedroom and AC ledge

Interior Finish : Plaster of Paris over cement plaster

Exterior Finish : Weather proof paint over plastered walls

Landscape : Wide spacious staircase, elegantly designed lobby and corridors with high quality marble / Tiles

Intercom : Every Flat (connection up to Drawing Room) only connection

IN WITNESS WHEREOF the parties have set and subscribe their respective hands, seals the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by OWNERS at Kolkata in the presence of:

1) Neelkanth Nirman (Pvt.) Ltd.
Brijesh Kumar Agrawal
Director

WITNESSES:

1. Mimir Chakraborty :
39/1, Shib Nasayan Des Lane,
KOL-700006.

2) ENTICE LANDMARK PVT. LTD.
Ayush Ag...
Director

2. Sahab Samanta
10, old Post Office
Street Kol-01

4) SAHARSH PROJECTS PVT. LTD.
Ayush Ag...
Director

5) BRIJESH KUMAR AGRAWAL (HUF.)
Brijesh Kumar Agrawal
KARTA

SIGNED, SEALED AND DELIVERED by the DEVELOPER in the presence of:

WITNESSES:

1. Mimir Chakraborty .

6) TELLUS PROPERTIES PVT. LTD.
Sachindra Kr. Tho
Director

2 Sahab Samanta

7) PEARLTREE INFRASTRUCTURE PVT. LTD.
A.D. Agrawal
Director

8) Subhash Chandra Sultania,

9) Sanjit Agrawal

Neelkanth Nirman (Pvt.) Ltd.

Brijesh Kumar Agrawal
Director

10) KEDARNATH ENTERPRISES PVT. LTD.

Sanjit Agrawal
DIRECTOR

11) AMARNATH NIRMAN PVT. LTD.

Ayush Ag...
Director

Drafted by
Bhaban Basu
Advocate
High Court, Calcutta
F-1494/1212/2012

12) Ayush Ag...

SUBHASH CHANDRA SULTANIA (HUF)

Subhash Chandra Sultania,
KARTA

REFUNDABLE/ ADJUSTABLE SECURITY DEPOSIT WITHOUT ANY INTEREST

Received Rupees 1,37,518/- (Rupees One Lac Thirty Seven Thousand Five Hundred Eighteen) only by Cheque from the **DEVELOPER** by **OWNER No. 2** as per the details as within mentioned.

Received Rupees 10,00,000/- (Rupees Ten Lacs) only by Cheque from the **DEVELOPER OWNER No. 3** as per the details as within mentioned.

Received Rupees 18,09,307/- (Rupees Eighteen Lacs Nine Thousand Three Hundred Seven) only by Cheque from the **DEVELOPER OWNER No. 4** as per the details as within mentioned.

Received Rupees 10,00,000/- (Rupees Ten Lacs) only by Cheque from the **DEVELOPER OWNER No. 5** as per the details as within mentioned.












Received Rupees 11,00,000/- (Rupees Eleven Lacs) only by Cheque from the **DEVELOPER OWNER No. 6** as per the details as within mentioned.

Received Rupees 18,00,000/- (Rupees Eighteen Lacs) only by Cheque from the **DEVELOPER OWNER No. 7** as per the details as within mentioned.

Received Rupees 10,00,000/- (Rupees Ten Lacs) only by Cheque from the **DEVELOPER OWNER No. 8** as per the details as within mentioned.

Received Rupees 12,00,000/- (Rupees Twelve Lacs) only by Cheque from the **DEVELOPER OWNER No. 9** as per the details as within mentioned.

SPECIMEN FORM FOR TEN FINGERS PRINT

	<p>Rajesh Kumar Agrawal</p>						
<p>(Left Hand)</p>							
<p>(Right Hand)</p>							
	<p>Ayush Agrawal</p>						
<p>(Left Hand)</p>							
<p>(Right Hand)</p>							
	<p>R.P.P.</p>						
<p>(Left Hand)</p>							
<p>(Right Hand)</p>							
	<p>Ayush Agrawal</p>						
<p>(Left Hand)</p>							
<p>(Right Hand)</p>							

SPECIMEN FORM FOR TEN FINGERS PRINT

	<i>Rajesh Kumar Agrawal</i>					
(Left Hand)						
(Right Hand)						
	<i>Sachindra Kr Jha</i>					
(Left Hand)						
(Right Hand)						
	<i>A.D. Agrawal</i>					
(Left Hand)						
(Right Hand)						
	<i>Subhash Chandra Surtani</i>					
(Left Hand)						
(Right Hand)						

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

NEELKANTH NIRMAN PRIVATE
LIMITED



09/07/2004

Permanent Account Number

AACCN0826A

01022011



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

ENTICE LANDMARK PRIVATE LIMITED



04/03/2015

Permanent Account Number

AADCE8949A























28032015

SPECIMEN FORM FOR TEN FINGERS PRINT

	<i>Ranjit Rajawad</i>	 Little	 Ring	 Middle	 Fore	 Thumb				
(Left Hand)					 Thumb	 Fore	 Middle	 Ring	 Little	
(Right Hand)										
	<i>Ranjit Rajawad</i>	 Little	 Ring	 Middle	 Fore	 Thumb				
(Left Hand)					 Thumb	 Fore	 Middle	 Ring	 Little	
(Right Hand)										
	<i>Ayush Aggarwal</i>	 Little	 Ring	 Middle	 Fore	 Thumb				
(Left Hand)					 Thumb	 Fore	 Middle	 Ring	 Little	
(Right Hand)										
	<i>Ayush Aggarwal</i>	 Little	 Ring	 Middle	 Fore	 Thumb				
(Left Hand)					 Thumb	 Fore	 Middle	 Ring	 Little	
(Right Hand)										

SPECIMEN FORM FOR TEN FINGERS PRINT

4

	Subhash Chandra Suthra's,					
		(Left Hand)				
						
		(Right Hand)				
		Little Ring Middle Fore Thumb				
		(Left Hand)				
	Brijesh Kumar Agarwal					
		(Left Hand)				
						
		(Right Hand)				
		Little Ring Middle Fore Thumb				
		(Left Hand)				
PHOTO						
		Little Ring Middle Fore Thumb				
		(Left Hand)				
		Thumb Fore Middle Ring Little				
		(Right Hand)				
PHOTO						
		Little Ring Middle Fore Thumb				
		(Left Hand)				
		Thumb Fore Middle Ring Little				
		(Right Hand)				