

710/014 ARA II



पश्चिम बंगाल WEST BENGAL
 Vol No. 3 Page 3978-4017
 Date No. 7/1/2014 Year 2014
 Stamp Paper Used
 Reg. Fee Collected
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 Stamp Charge for Stamp Fee
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Rajases Nandan

Account Manager
Department of Assurances

ADDL REGISTRAR OF ASSURANCES-W
KOLKATA

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 FILE NO. _____

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ARUN CHOWDHURY
 Advocate
 High Court, Calcutta

Ghosh
 MOUSUMI GHOSH
 LICENSED STAMP VENDOR
 KOLKATA REGISTRATION OFFICE



00482/014

710/2014



पश्चिम बंगाल WEST BENGAL

N.V. 93003760-R 362959

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 Certified that the...
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 15/1/14

THIS AGREEMENT made this 15 day of January, Two thousand fourteen BETWEEN NEELKAMAL COMMODITIES PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at 11A, Abinash Chandra Banerjee Lane, Beliaghata, Kolkata-700010 having PAN AACCN4636J represented by its Director Mr. Shree Ram Soni hereinafter referred to as "the OWNER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office) of the ONE PART AND SADGATI PROPERTIES PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its

SADGATI PROPERTIES PVT. LTD.

Signature of R. Ram Soni
 Director / Authorized Signatory

For Neelkamal Commodities Pvt. Ltd.

Signature of R. Ram Soni
 Director

8312

19 NOV 2013

No. _____ Date _____
Name: S. K. Majumdar, Advocate
Address: High Court, Calcutta
Alipor 1, Calcutta. 24Pgs (5)
SUBHANKAR DAS
STAMP VENDOR
Alipor Police Court Kol- 27

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c-279

SAUGATI PROPERTIES PVT. LTD.

[Handwritten signature]

Director / Authorized Signatory



c-280

or Heokamal Commodities Pvt. Ltd.


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Director



[Handwritten text:]
Subhankar Das
Advocate
High Court, Calcutta




Government Of West Bengal
Office Of the A.R.A. - II KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 00710 of 2014
(Serial No. 00488 of 2014 and Query No. 1902L000000536 of 2014)

On 15/01/2014

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

Presented for registration at 15.35 hrs on 15/01/2014, at the Private residence of Mr Rajat Agarwal, Claimant.

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

Execution is admitted on 15/01/2014 by

Mr Shree Ram Soni
Director, Neeikamal Commodities Pvt Ltd, 11 A, Abinash Chandra Banerjee Lane, Beliaghata, Kol
District -Kolkata, WEST BENGAL, India, Pin -700010.
By Profession Business

Mr Rajat Agarwal
Director, Sadgal Properties Pvt Ltd, 11/1, Sunny Park, 1st Floor, Kol, District -Kolkata, WEST
BENGAL, India, Pin -700019
By Profession Business

Identified By Prakash Chandra Pandey son of - , High Court Cal, Kol, District -Kolkata, WEST
BENGAL, India, By Caste Hindu, By Profession, Advocate

(Dulal chandra Saha)
ADDL REGISTRAR OF ASSURANCES-II

On 16/01/2014

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.-9,30,93,715/-

Noted that the required stamp duty of this document is Rs.- 75020/- and the Stamp duty paid is
Rs.- 100/-

(Dulal chandra Saha)
ADDL REGISTRAR OF ASSURANCES-II

On 20/01/2014

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 43 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A,
Serial number 5, 5th of Indian Stamp Act 1899

Payment of Fees:

By Cash

Rs. 21,000/- on 20/01/2014



(Dulal chandra Saha)
ADDL REGISTRAR OF ASSURANCES-II

20-01-2014 15:31:00

Endorsement Page 1 of 2



Government Of West Bengal
Office Of the A.R.A. - II KOLKATA
District: Kolkata

Endorsement For Deed Number : I - 00710 of 2014
(Serial No. 00488 of 2014 and Query No. 1902L000000536 of 2014)

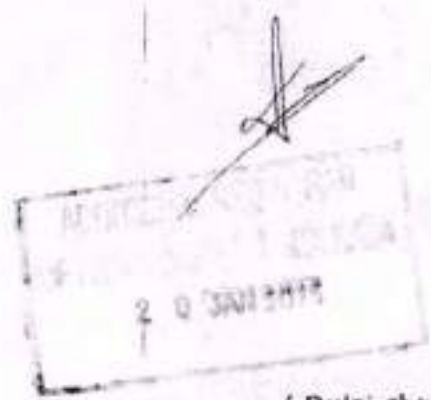
(Under Article : E = 21/- on 20/01/2014)

Deficit stamp duty

Deficit stamp duty

1. Rs. 40000/- is paid , by the draft number 462862, Draft Date 20/01/2014, Bank : State Bank of India, BALLYGUNGE, received on 20/01/2014
2. Rs. 35020/- is paid , by the draft number 462863, Draft Date 20/01/2014, Bank : State Bank of India, BALLYGUNGE, received on 20/01/2014

(Dulal chandra Saha)
ADDL REGISTRAR OF ASSURANCES-II



(Dulal chandra Saha)
ADDL REGISTRAR OF ASSURANCES-II

Registered Office at No. 11/1 Sunny Park, 1st Floor, Kolkata 700019 and having PAN AATCS6194H represented by its Director Mr. Rajat Agarwal hereinafter referred to as "the **DEVELOPER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and/or assigns) of the **OTHER PART**:

PART-I # DEFINITIONS AND INTERPRETATION:

I **DEFINITIONS:** In this agreement unless there be something contrary or repugnant to the subject or context:

- (a) **"Appropriate Authority"** shall according to the context mean the Kolkata Municipal Corporation and/or any other government, semi government, judicial, quasi judicial and/or local authority or body or service provider connected with the sanctioning or approval of the Building Plans and giving permissions, no objections, clearances and other certificates in several matters referred to herein.
- (b) **"Architect"** shall mean such Architect who may be from time to time appointed by Developer for the Building Complex.
- (c) **"Building Complex"** shall mean the said Property and the New Building to be constructed thereon and include all Transferable Areas therein and also include the Common Areas and Installations and shall be subject to any exclusion or inclusion in the manner and eventuality mentioned in clause 4.3 hereto.
- (d) **"Building Plans"** shall mean the Building Permit and/or Plans issued and sanctioned by any Appropriate Authority for construction of New Building at said Property and shall include all modifications and/or additions and/or alterations thereto made in terms hereof as also all extensions and/or renewals thereof.
- (e) **"Common Areas and Installations"** shall mean and include the areas, Installations and facilities as be expressed or intended by the Developer for common use.
- (f) **"Common Purposes"** shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Building Complex and in particular the Common Areas and Installations; rendition of common services in common to the Transferees thereof; collection and disbursement of the common expenses; the purpose of regulating mutual rights, obligations and liabilities of the Transferees thereof; and dealing with all matters of common interest of the Transferees thereof.
- (g) **"Common Expenses"** shall mean and include all expenses to be incurred for the management maintenance upkeep and administering of the New Building and the said Property and in particular the Common areas and

Installations and rendition of services in common to the Transferees therein and other Common Purposes.

- (h) **"Developer's Adjustable Areas"** shall mean the Units and other constructed which has been agreed to be adjusted in terms of clauses 6.2 and 16.3 hereinbelow and include the proportionate undivided share in the land of the said Property and in the Common Areas and Installations attributable thereto;
- (i) **"Developer's Allocation"** shall mean 50% (fifty percent) of the total areas comprised in the Units and Parking Spaces in Building Complex agreed to belong to the Developer in terms hereof Together With all other Transferable Areas **Provided That** with effect from the identification of the location of separate Units and Parking Spaces to belong to the Developer in terms hereof, shall mean such identified Units and Parking Spaces and wherever the context so permits or intends include the Developer's Land Share and proportionate undivided impartible indivisible share in the Common Areas and Installations And Also Together With the Developer's Adjustable Areas
- (j) **"Developer's Land Share"** shall mean 50% undivided indivisible share in the land comprised in the said Property attributable to the Developer's Allocation together with undivided proportionate share attributable to the Developer's Adjustable Areas.
- (k) **"Encumbrances"** shall include but not limited to mortgages, charges, liens, hypothecations, lis pendens, attachments, leases, tenancies, thika tenancies, alignment, occupancy rights, uses, debutter, trusts, wakf, acquisition, requisition, vesting, claims, demands and liabilities whatsoever or howsoever.
- (l) **"Force Majeure"** shall mean the events and reasons specified below, resulting in delay in compliance of the obligations of the parties hereunder or arising out herefrom, i.e. to say :
- (i) Fire, Flood, Earthquake, storm, lightning causing damage to the New Building or such other unforeseen natural calamities;
 - (ii) Riots, civil commotion and disturbances, insurgency, enemy action or war;
 - (iii) Temporary/permanent interruption in the supply of utilities serving the Building Complex;
 - (iv) Non determination of appropriate authority having jurisdiction and functioning for according of sanction to building plans;
 - (v) Injunctions/orders of any government, panchayet and other Appropriate Authorities restraining the construction of the New Building at the said Property;

- (vi) Injunctions/restraint orders from any Court or Tribunal restraining the construction of the New Building at the said Property or any litigation which may affect the title of the said Property;

Provided That no reason shall be force majeure if the same is directly or indirectly attributable to any negligence or willful act or omission of the concerned party.

- (m) **"New Building"** shall mean the building or buildings and other structures to be constructed at the said Property in pursuance hereof.
- (n) **"Owner's Allocation"** shall mean the 50% (fifty percent) of the total areas comprised in the Units and Parking Spaces in Building Complex agreed to belong to the Owner in terms hereof **Provided That** with effect from the identification of the location of separate Units and Parking Spaces to belong to the Owner in terms hereof, shall mean such identified Units and Parking Spaces and wherever the context so permits or intends include the Owners' Land Share and proportionate undivided impartible indivisible share in the Common Areas and Installations **But** excluding therefrom the Developer's Adjustable Areas
- (o) **"Owners' Land Share"** shall mean 50% undivided indivisible share in the land comprised in the said Property attributable to the Owners' Allocation but shall exclude therefrom the undivided proportionate share attributable to the Developer's Adjustable Areas.
- (p) **"Proportionate"** with its grammatical variation, in relation to any Unit shall mean the proportion which the built-up area of the concerned Unit bears to the built-up area of all the Units in the New Building.
- (q) **"said Property"** shall mean the land with buildings structures and premises situate lying at and being Premises No. 43, Sri Aurobindo Sarani, (formerly premises No. 107 Gray Street, Kolkata) Police Station Shyampukur, Kolkata-700005 morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written.
- (r) **"Security Deposit"** shall mean the amount to be deposited by the Developer with the Owner for the purposes as hereinafter stated to be adjusted in terms of clauses 6 and sub- clauses.
- (s) **"Specifications"** shall mean the specifications and/or materials to be used for construction of the New Building as mentioned in **PART-II** of the **THIRD SCHEDULE** hereunder written.
- (t) **"Transfer"** shall include transfer by sale or lease and/or by any other means adopted to alienate or part with possession of the Transferable Areas or any part or share thereof.
- (u) **"Transferable Areas"** shall include Units, open and covered Parking Spaces and all other constructed and open areas thereat and all other

properties, benefits rights and/or privileges at the Building Complex capable of being commercially exploited or transferred for consideration in any manner including by adding to the chargeable super built-up area or otherwise.

- (v) **"Transferees"** shall mean and include all persons to whom any Transferable Areas are transferred or agreed to be so done.
- (w) **"Units"** shall mean all the saleable spaces and/or constructed areas in the building complex be it flats, apartments, office spaces, shops, showrooms, covered spaces or the like for use as residence, commercial, mercantile or any other purpose capable of being independently and exclusively held used occupied and enjoyed by any person and shall include the open terrace if any attached to any unit.
- (x) **"Parking Spaces"** shall mean the spaces in the ground floor (and the basement, if any) of the new Building and also at the open space at the ground level on the said Property expressed by the Developer for parking of motor cars and other vehicle therein or thereat and also include any Mechanized Parking System if erected or installed by the Developer at any part of the said Property.
- (y) **"Built-up Area"** in respect of any unit shall mean the plinth area of such unit and include, interalia, the area of the balconies (if any) attached thereto, the thickness of the external and internal walls thereof and the columns therein **PROVIDED THAT** if any walls or column be common between two units then only one-half of the area under such walls or column be included in each such unit.

II Interpretation:

- (i) **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.
- (ii) **Party:** In this Agreement, any reference to a Party is to a party to this Agreement. The Owner and the Developer in this agreement wherever the context so permits are collectively referred to as the 'parties' and individually as a 'party'.
- (iii) **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.
- (iv) **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.

- (v) 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, modified, supplemented or novated in writing.

PART-II # RECITALS:

A. **WHEREAS** the Owner is seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute freehold owner to ALL THAT the said Property free from all encumbrances and liabilities whatsoever

B. **AND WHEREAS** the Owner approached the Developer to develop the said Property and upon mutual discussions and negotiations between the parties, it was agreed that the Owner would contribute the said Property and appoint the Developer exclusively to develop or caused to be developed the same by constructing a Building Complex thereon and the Owner and the Developer would be entitled own, hold, enjoy and transfer different portions and shares of the Building Complex.

C. **AND WHEREAS** the parties do hereby record into writing the terms and conditions agreed by and between them in connection with the development of the said Property and commercial exploitation of the respective allocations of the Owner and the Developer in the Building Complex by the parties and their respective contributions, rights and obligations in respect of the same as hereinafter contained.

PART - III # WITNESSETH

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

1. **REPRESENTATIONS OF THE PARTIES:**

1.1. The Developer has entered upon this agreement relying upon the following representations and assurances made and/or contained on the part of the Owner

- i) The Owner is the sole and absolute owner of the said Property with good marketable title and save and except the Owner, nobody else has any right title interest claim or demand whatsoever in respect of the said Property of any part or portion thereof or any undivided share therein. The facts about the Owner deriving its title to the said Property are represented by the Owner as part of the **SECOND SCHEDULE** hereto and the same are all true and correct.
- ii) Portion of the said Property is in occupation of United Bank of India (hereinafter referred to as "the Tenant").

- iii) Since the date of purchase of the said Property by the Owner, the Owner has been in khas and peaceful possession of the same without any claim, disturbance or obstruction whatsoever or howsoever;
- iv) The Owner has absolute unfettered rights to enter into this Agreement with the Developer.
- v) The said Property is free from all Encumbrances whatsoever or howsoever.
- vi) That no litigation or suit or proceeding is pending in any Court of Law in respect of the said Property or any part thereof or any undivided share therein nor has any decree, judgment or any other order / Interim order been made or passed affecting the said Property or any part thereof in any manner whatsoever.
- vii) That there is no notice of acquisition or requisition received in respect of the said Property or any part thereof and the said Property is not affected by any vesting under land ceiling provisions of the Urban Land (Ceiling and regulation) Act, 1976 or otherwise under any other law or act whatsoever.
- viii) That the said Property or any portion thereof is not affected by any attachment including attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demands Recovery Act or any other Acts or otherwise whatsoever or howsoever and there is no Certificate case or proceeding against the Owner or its predecessors -in-title or interest for realization of the arrears of Income Tax or other Taxes or dues or otherwise under the Public Demand Recovery Act or any other Acts for the time being in force.
- ix) That the said Property is not subject to or affected by any right of way water light support drainage or any other easement with any other property nor is affected by any partition wall, common wall, drains, ways, paths or passages.
- x) The Owner has not entered upon or executed any agreement or contract or power in connection with the said Property or its development/sale/transfer prior to the execution of this agreement.
- xi) The Owner is free to enter into this agreement with the Developer and there is no impediment, obstruction, restriction or prohibition in the Owner entering upon this agreement and/or in development and transfer of the said Property.
- xii) There is no difficulty in the compliance of the obligations of the Owner hereunder.



- 1.2. The Developer has represented to the Owner that the Developer has sufficient experience and expertise in developing lands and constructing buildings, flats, apartments, etc.

2. **AGREEMENT, CONSIDERATION AND ENTITLEMENTS:**

- 2.1. In the premises aforesaid, the Owner and the Developer have agreed and contracted with each other for development of the said Property and the commercial exploitation of the Building Complex at the said Property for their mutual benefit respectively as contained herein and for the consideration and on the terms and conditions hereinafter contained.
- 2.2. The Owner hereby agrees to provide the said Property and to allow the same to be henceforth used exclusively and solely for the purpose of development of the same by the Developer and hereby grants the Developer the sole exclusive and irrevocable right authority and entitlement to develop the Building Complex in the manner mentioned hereunder and to construct or cause to be constructed the New Building at the said Property and to own, use and/or commercially exploit the Developer's Allocation to its own benefit.
- 2.3. It is agreed by and between the parties hereto that in the Building Complex, the Owner shall be entitled to and shall be allocated the Owner's Allocation and Developer shall be entitled to and shall be allocated the Developer's Allocation and the same shall be identified and allocated by and between them in terms of Clause 8 and its sub-clauses.
- 2.4. In the land comprised in the said Property, the Developer shall have and be entitled to the 50% (fifty percent) share together with any share forming part of the Developer's Adjustable Areas and the Owner shall have and be entitled to 50% (fifty percent) share less; any share forming part of the Developer's Adjustable Areas. The Developer shall have the right and authority to obtain the deeds of conveyance/transfer in respect of its entitlement of land share in different proportionate undivided shares in favour of the Developer and/or the Transferees agreeing to purchase Transferable Areas in the Building Complex and nominated by the Developer and the Owner shall be bound to and agrees to convey the same on the terms and conditions hereinafter contained.
- 2.5. The Developer agrees to develop the said Property in the manner hereinafter mentioned and to provide or cause to be provided all requisite workmanship, materials, technical know how for the same and to pay the costs and expenses thereof in the manner mentioned hereinafter.
- 2.6. The Owner's Allocation shall be constructed and completed by the Developer at the Developer's cost as per the Building Plans and the Specifications mentioned in the **PART-II** of the **THIRD SCHEDULE** or the alternative substitutes thereof available at the market.
- 2.7. The Developer's Allocation shall be constructed by the Developer and the Developer shall own the same.

- 2.8. Each of the promises herein shall be the consideration for the other.
- 2.9. It is expressly agreed that the consideration for the sale and transfer of the undivided share in the land comprised in the said Property forming part of the Developer's Allocations of the Developer shall be the costs of construction of the Owner's Allocation.

3. **OBLIGATIONS OF OWNER:**

- 3.1. In connection with the said Property, the Owner shall be bound to comply with and meet the following criterions and requirements:

- i) The Owner shall make out a good marketable title to the said Property;
- ii) The said Property and each part thereof is and shall be free of and from all Encumbrances and in case any Encumbrance arises or is detected in respect of the said Property or any part thereof at any time or in case any defect or deficiency in the title of the said Property arises or is detected at any time, the same shall be rectified and cured by the Owner.
- iii) In case the records of the Kolkata Municipal Corporation or any other concerned authority require any correction or rectification or change, the Owner shall cause the same.
- iv) The Owner will pay and clear upto date municipal tax, if any outstanding;

- 3.2. Unless otherwise expressly mentioned or intended in clause 3.1 and its sub-clauses hereto, the obligations of the Owner under clause 3.1 and its sub-clauses shall be complied with by the Owner within 60 days from the date hereof.

- 3.3. The Developer shall not be liable for any costs and expenses on any account whatsoever in respect of the several obligations of the Owner contained herein and the Owner shall be exclusively liable therefore.

- 3.4. The Owner and the Developer shall jointly negotiate with the Tenant or take such action against the Tenant as may be required for obtaining surrender of tenancy from the Tenant and vacant peaceful possession of the occupied portion from the Tenant and the possession shall simultaneously with the Tenant vacating the same be taken by the Developer. Both parties shall co-operate with each other in this behalf.

4. **RIGHTS AND OBLIGATIONS OF THE DEVELOPER:**

- 4.1. **PLANNING:** The Developer shall develop the Building Complex at the said Property by constructing one or more buildings and other constructed and/or open areas thereat in a phase wise manner but in continuity. The Owner and the Developer agree that the entire planning and layout for the development of the said Property shall be done by the Developer in its absolute discretion including but not limited to the following aspects:

- i) The planning of the building complexes and the decision on one or more New Building with the number of floors in each New Building;
- ii) The number and area of Residential and/or Non Residential Units in one or more New Building and other portions of the said Property;
- iii) The identification and demarcation of portions of the said Property and/or the New Building thereon for the different uses (including the Common areas and Installations);
- iv) The Parking Areas, bays and facilities for Transferees, visitors and outsiders.
- v) The planning, commencement and/or continuance of construction and development of the said Property in such phases as the Developer may deem fit and proper including the date of launch of such phases.

4.2. **SURVEY & SOIL TESTING:** The Developer shall at its own costs and expenses carry out necessary survey and soil testing and other preparatory works in respect of the said Property if and to the extent required.

4.3 **ACQUISITION OF NEIGHBOURING PROPERTIES AND RELATED TERMS:**

4.3.1 The Owner has agreed to purchase and provide the neighbouring property at 8C Raja Naba Kissen Street, Kolkata (hereinafter referred to as "the said neighbouring property") with clear marketable title and free from all encumbrances and liabilities and with vacant peaceful possession to the Developer for its development by the Developer as per the same ratio of sharing of the transferable areas and on the following terms and conditions:

- i) The Developer may develop the said neighbouring property jointly with the said property under combined building plans;
- ii) The Developer may consume the FAR allowable in respect of the said neighbouring property (independently or consequent to amalgamation or joint development as the case may be) in any building or construction at the said property and vice versa;
- iii) The Developer amalgamate the said neighbouring property with the said property, if required and vice versa;
- iv) The Developer may provide for sharing of any common areas, passages and installations, any electricity, water, generator, drainage, sewerage and other utilities and facilities in the Building Complex in respect of any development or activity at the said neighboring property and vice versa;
- v) The Developer may use and utilize the permissions clearances certificates obtained for the Building Complex in respect of any development or activity at the said neighbouring property and vice versa;

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- vi) The cost of acquisition of the said neighbouring property and making the same fit for development shall be borne and paid by the Owner.
- vii) All rights and obligations of the parties in respect of the said property shall, insofar as applicable to the said neighbouring property, shall apply mutatis mutandis.

4.3.2. It is expressly agreed and understood by and between the parties hereto that except the said neighbouring property, the Developer and the Owner may acquire any other neighbouring properties on any side of the said property and to enter into any contract or arrangement with such owners and the same shall if so acquired be developed by and through the Developer on such terms and conditions as the parties mutually agree at the material time.

4.3.3 **BUILDING PLANS:** Upon the Owner delivering the vacant peaceful possession of the entirety of the said Property to the Developer and the Developer getting vacant peaceful possession of the portion now occupied by the Tenant, the Developer shall at its own cost and expenses from time to time cause to be prepared and sanctioned the plans for the constructions at the said Property from the competent and reputed architect (with or without any neighbouring property). The Developer may prepare single or multiple building plans in respect of the said Property (with or without neighbouring properties) or any part/phase thereof and to apply for and obtain sanction at a time or on a phase wise manner from time to time. It is further agreed in this regard as follows:

4.3.4 Before the Building Plans being submitted to the Appropriate Authority for sanction, the Developer shall send the same to the Owner, and if the Owner has any suggestions, the same shall have to be communicated in writing within not more than 10 days of the Owner receiving the Plan, which such suggestions would be forwarded to the Architect who shall have complete authority to accept or ignore the same wholly or partially. In case no suggestions are sent by the Owner within the period mentioned above, the Building Plans caused to be prepared by the Developer shall be deemed to be approved by the Owner.

4.3.5 The Developer shall be entitled from time to time to cause modifications and alterations to the building plans or revised building plans in such manner and to such extent as the Developer may, deem fit and proper.

4.3.6 The Owner shall sign, execute, submit and deliver all applications, undertaking, declaration, affidavit, plans, powers, authorities, indemnities, letters and other documents and do all acts, deeds and things as may be required by the Developer in connection with the obtaining of sanctions and approvals required to be obtained by the Developer for commencing or carrying out any construction or development work relevant to the said Property either independently or jointly with any other part of the said Property and shall also authorize and empower the Developer and/or its nominees to do all such acts, deeds, matters and things as the Constituted Attorney of the Owner.

- 4.3.7 APPROVALS FOR DEVELOPMENT:** The Developer shall in its own name or in the name of the Owner, as the case may be, apply for and obtain all permissions, clearances, no objection certificates and other approvals required for carrying out any development at the said Property, including those required from Pollution Control Authority, Fire Service Authorities, Police Authorities, Municipal Authorities, Airport Authorities or any other Appropriate Authorities, at its own costs and expenses.
- 4.3.8 BOUNDARY WALLS/FENCING:** The Developer shall be entitled to construct boundary walls or fencing to secure the said Property or any part thereof as and when deemed fit and proper.
- 4.3.9 DEMOLITION:** The Developer shall from time to time be entitled to demolish the existing structures, if any at the said Property and the net proceeds that may be realized out of the sale of debris shall belong to the Developer.
- 4.3.10 CONSTRUCTION:** The Developer shall construct and build the New Building and erect and install the Common Portions relevant to the use of the Owner's Allocation in accordance with the Planning of the Developer and upon due compliance of the Building Plans and laws affecting the same. The Developer shall have the sole and complete rights and obligations in respect of all aspects of development and construction including the construction, elevation, beautification, pathways, walkways, driveways, division or demarcation of the said Property into different portions by way of walls or fencing or any other means whatsoever, signages to be put up etc.
- 4.3.11 GOOD CONSTRUCTION:** The Developer shall cause the construction in a good and workman like manner with good quality of materials. The material and/or specification to be used for construction, erection and completion of the new building as morefully and particularly described in the **PART-II** of the **THIRD SCHEDULE** hereunder written. The Developer shall diligently and efficiently carry out development of the said Property and construction of the New Building and every part thereof as per the sanctioned Building Plans and do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules in force at the relevant time and shall obtain all necessary permissions, registrations, licenses, permits, certifications, and non-objections and such other orders as may be required from the Appropriate Authorities, and in any event, assures that the Owner would not suffer due to any lapses and/or negligence on the part of the Developer.
- 4.3.12 COMPLIANCE OF LAWS:** The Developer shall also be fully liable and responsible to the Appropriate Authorities for compliance of all statutory requirements regarding construction of the New Building in the said Property and shall indemnify and keep the Owner fully saved harmless and indemnified from and against all or any possible loss damage cost claim demand action prosecution penalty or proceeding that the Owner may suffer or incur owing to any delay, default, non compliance, insufficient compliance or violation on the part of the Developer. The Developer will also be solely responsible for development of the said Property, including construction of the New Building, and the construction,

procurement and installation of all the Common Areas and Installations at its own cost. The Developer shall also be responsible for all claims of whatsoever nature arising from the development and construction of the Premises or which may arise out of accident and/or mishaps to workmen/others till completion of the Building Complex in all manners. Any litigation, except due to Owner's title or claim on title of the land or due to any delay or default of the Owner in compliance of its obligations hereunder, arising out of and/or in connection with construction or selling of the Developer's Allocation will be the responsibility of the Developer or its agent as aforesaid and the Owner will not be responsible to bear any cost, expenses, compensation and any payment in connection with the said litigation.

4.3.13 UTILITIES: The Developer shall be entitled to use the existing connections if any and/or the owner do hereby also authorize and empower Developer to apply for and to obtain temporary and/or permanent connections of water, electricity, power, and/or other utilities inputs and facilities from the Appropriate Authorities required for the construction and use of the Building Complex, at its own cost and expenses either in the name of the Developer and/or the Owner and for that or otherwise to close down and have disconnected the existing connections etc.

4.3.14 GENERAL AUTHORITY: The Developer shall be authorized and empowered in its own name and also in the name of the Owner, insofar as may be necessary, to apply for and obtain all permission, approval and clearances from any authority whether local, state or central for the construction of the Building Complex and also to sign and execute all plans sketches papers and applications and get the same submitted to and sanctioned by the appropriate authority or authorities from time to time for demolition, making additions and/or alterations, constructions and/or reconstructions on the said Property or any portion thereof and/or for obtaining any utilities and permissions.

4.3.15 CONSTRUCTION TEAM: The Architect and the entire team of people required for Planning and Constructions at the said Property shall be such person as may be selected and appointed by the Developer in its sole discretion. All persons employed by the Developer for the purpose of construction such as architects, contractors, labourers, care-takers, etc., shall be the persons under appointment from and/or employees of the Developer and the Owner shall not in any way be liable or responsible for their salaries, wages, remuneration etc., or their acts in any manner whatsoever and shall have no responsibility towards the architect and/or contractors labourers caretaker etc., or for the compliance of the provisions of labour laws, payment of wages, payment of Provident Fund, Employee State Insurance, etc., maintenance of records of labourers etc., and all the responsibilities in that behalf shall be of the Developer and the Owner shall be kept protected harmless and indemnified against any action, if taken or threatened to be taken against the Owner for non compliance or violation of the said requirements.

4.3.16 COMMENCEMENT OF OBLIGATION: The several obligations of the Developer to be complied with as above shall arise only upon compliance of all the obligations of the Owner hereunder.

4.3.17 TIME FOR CONSTRUCTION: Subject to Force Majeure and other inevitable causes beyond the control of the Developer and subject to the Owner not being in default in compliance of their obligations hereunder and the Tenant surrendering and vacating its occupied portion of the said Property, the Developer shall construct or cause to be constructed and to deliver the Owner's Allocation to the Owner in the manner mentioned hereinafter within 30 (thirty) months from the date of sanction of the Building Plans and identification of allocation of the parties and compliance of the obligations of the Owner under clause 3 and sub-clauses and the Developer being granted the permission to construct under the provisions of the West Bengal (Regulation of promotion of Construction and Transfer by Promoters) Act 1993, whichever is later, with a grace period of 6 (six) months for the same.

4.3.18 HABITABLE UNITS: The Developer shall be liable to complete the Building Complex in a habitable state with water supply, sewage connection, drainage, electrical installation, lift and such other facilities and amenities (including Common Areas and Installations) as be required to be provided to make the Units ready-for-use.

4.3.19 COMMON AREAS AND INSTALLATIONS: The Developer shall install, erect and complete in the New Building, the common areas, amenities and facilities such as stairways, lifts, passages, driveways, electric meter space, pump room/space, water tank, water pump and motor, water connection, and other facilities necessary for the New Building and the said Property and may segregate the Common Areas and Installations phase wise or user wise.

4.3.20 COSTS OF CONSTRUCTION: All costs and expenses for Planning, preparation and sanctioning of Building Plans and construction of the New Building in terms hereof shall be borne and paid by the Developer solely.

5. POSSESSION AND TENANTS:

5.1. Except the portion occupied by the Tenant, the Owner shall simultaneously with the execution hereof grant absolute unhindered unfettered and exclusive right to the Developer to enter upon the said Property and to carry out its development related works and other works as mentioned in this Agreement (hereinafter referred to as "the Owner's existing portions").

5.2. The Owner shall do all acts deeds and things necessary for delivery of possession of the portion of the said premises occupied by Tenant to the Developer upon the Tenant vacating the same.

6. SECURITY DEPOSIT AND RELATED CLAUSES:

- 6.1. **Security Deposit and payment** : The Developer has agreed to pay to the Owner a sum of Rs.2,00,00,000/- (Rupees two crore) only as security deposit free of interest (hereinafter referred to as "the **Security Deposit Amount**") and shall pay the same as per the progress of Development as mutually agreed between the parties.
- 6.2. **Refund of Security Deposit Amount**: Except as otherwise expressly provided for herein, the said Security Deposit Amount shall be free of interest and be refunded by the Owner to the Developer within one month from the date of the Developer issuing the notice of possession to the Owner in respect of the Owner's Allocation in terms of clause 9.2 below. In case of failure to so refund, the Owner shall be allowed a grace period of 6 (six) months during which the Owner shall be liable to pay interest @18% per annum on the due amount. Until such refund of the Security Deposit Amount, the Owner has agreed to keep a portion of its allocation, being 4000 (four thousand) Square feet built-up area and 4 (four) parking spaces (hereinafter collectively referred to as "the **Security Area**") unsold and has agreed that in case the Owner fails to refund the Security Deposit Amount or any part thereof within the stipulated and grace period mentioned hereinabove in this clause,, the Developer shall be entitled to adjust the Security Area or such part thereof as be commensurate with the outstanding amount calculated at the rate of Rs.5000/- per Square feet together with the proportionate share in the land and in the Common Areas and Installations attributable thereto and all other appurtenances thereof. The areas so adjusted shall thenceforth be excluded from being part of the Owner's Allocation and be added to and included in the Developer's Allocation and be deemed to have remained part of the allocation of the Developer since the date of execution hereof without any further or other consideration being payable by the Developer therefore. Upon sale of the Security Area if the consideration received by the Developer is more than the unrefunded Security Deposit Amount and interest thereon, the difference shall be paid by the Developer to the Owner and in case of deficit, the Owner shall pay the deficit amount to the Developer.

7. **TITLE DEEDS:**

- 7.1. The Owners shall keep all original documents of title and papers relating to the said premises in its own custody properly and in safe, unobscured and uncancelled condition and shall not create any mortgage, charge or encumbrances by using or depositing the same in any manner and the Developer shall be entitled to use the title deeds for the purposes mentioned in clause 7.2 below.
- 7.2. The Developer shall be entitled from time to time and at all times to produce, submit, deliver, give copies and extracts of and from the said original documents and papers before government and semi government bodies and authorities, municipal and land authorities, Collector, local authorities, statutory bodies, courts, tribunals, judicial and quasi judicial forums, service providers, banks or financial institutions and other persons and authorities as may be required. The Developer shall be entitled to produce original or deliver copies or extracts from

the said original documents of title to any Transferee and/or their bankers or authorized persons in connection with the sale/purchase of the Transferable Areas. The Owners agree and undertake to produce and deliver the title deeds and/or copies from the said purposes as and when and from time to time request by the Developer.

- 7.3. Upon formation of Association the original title deeds shall be delivered to the Association by the Owner.

8. AREAS AND ALLOCATIONS AND THEIR IDENTIFICATION:

- 8.1. The Owner's Allocations belonging to the Owner shall comprise of Units containing 50% (fifty percent) of the total constructed area in Units at the Building Complex at the said Property, **TOGETHER WITH** car parking spaces equivalent to 50% (fifty percent) of the total Parking Spaces **AND TOGETHER WITH** proportionate share in the ultimate roof of the building/s in which units of the Owner will be situated and in the Common Areas and Installation and 50% undivided share in the land comprised in the said Property **BUT EXCLUDING THEREFROM** the Developer's Adjustable Areas.
- 8.2. The Developer's Allocations belonging to the Developer shall comprise of Units containing 50% (fifty percent) of the total constructed area in Units at the Building Complex at the said Property **TOGETHER WITH** car parking spaces equivalent to 50% of the total Parking Spaces **AND TOGETHER WITH** proportionate share in the ultimate roof of the building/s in which units of the Developer will be situated and in the Common Areas and Installation and 50% undivided share in the land comprised in the said Property **AND TOGETHER WITH** all other Transferable Areas **AND ALSO TOGETHER WITH** the Developer's Adjustable Areas.
- 8.3. Any open or covered areas not allocated/allotted to any parties hereto under clause 8.1 and 8.2 hereinabove shall belong to the Owner and the Developer in the ratio of 50:50 respectively.
- 8.4. The identification and demarcation of the location of the Units and Parking Spaces forming part of the Owner's Allocations and the Developer's Allocations shall be done by the parties mutually within 30 (thirty) days of the sanctioning of Building Plans on pari passu basis.
- 8.5. The identified portions of the Building Complex allocable to the Owner and together with the appurtenances shall belong exclusively and absolutely to the Owner as and being the Owner's Allocations.
- 8.6. Besides the Owner's Allocation the balance of the Building Complex including identified portions allocable to the Developer together with the appurtenances thereof shall belong exclusively and absolutely to the Developer as and being the Developer's Allocations.

- 8.7. The super built-up area in respect of all the Units in the Building Complex (including those forming part of the Owner's Allocations) shall be such as be determined by the Developer.

9. DELIVERY OF OWNER'S ALLOCATION:

- 9.1. The delivery of the Owner's Allocation or any part thereof by the Developer shall be done in a phase wise manner.
- 9.2. The delivery of the Owner's Allocation or any part thereof in any phase shall be by way of 15 days notice, in writing, to be sent by the Developer to the Owner upon construction and completion and the Units comprised in the Owners Allocation shall be deemed to be complete in case the same be internally completed as per the specification for construction of Units as contained in portions of **Part-II** of the **Third Schedule** and getting completion certificate of the Architect in respect thereof and unless the Owner take possession earlier, they shall be deemed to have taken possession of the Owner's Allocations on expiry of such notice period of 15 days.
- 9.3. The Owner hereby confirms and accepts as follows:-
- i) That construction work and related activities shall continue to be carried on in the Building Complex in respect of the remaining phases and the use of any area of the completed phase shall be subject to the inconveniences caused thereby and also be subject to such additions and alterations in the infrastructure support systems, pipelines, wires and cables etc., as may be necessary;
 - ii) All the Common Areas and Installations shall not be complete before the final completion of the entire development;
 - iii) The elevation works and decoration and beautification works, relief and land layout works, permanent connections relating to the common amenities may be part of the last phase of construction at the said Property;
 - iv) It will not be necessary for the Developer to complete all finishing works and obtain permanent connections of water before issuing notice to the Owner to take possession as aforesaid and the Developer shall be entitled to complete the same within a reasonable time from the completion of all the phases of the entire Building Complex.

10. TRANSFER OF RESPECTIVE ALLOCATIONS:

- 10.1 The Owner and the Developer shall be entitled to deal with and dispose of their respective allocations at such price/consideration as they may deem fit and proper but on the following terms and conditions:-

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10.1.1 The Developer shall, with effect from the date of identification of the Developer's Allocation, have the right to Transfer the Developer's Allocation or any portion or portions thereof as may be desired by the Developer on such terms and conditions and at such consideration as the Developer may deem fit and proper and to enter into agreements, deeds or contracts for sale or otherwise Transfer thereof (including any unit, car parking space, undivided shares in the land and common areas and installations etc.). The Owner do hereby also accord their consent and authorization to the Developer to enter into the agreements and contracts with the prospective buyers in respect of the Developer's Allocation without making the Owner a party thereto Provided That if so required by the Developer, the Owner shall, notwithstanding the consent and authorization as above, and without claiming any additional consideration or money, join in as party to all such agreements agreeing and confirming, inter alia, thereunder to convey or transfer the appurtenant land share (or part and/or share thereof) to the prospective buyers of the Developer's Allocation and further that the Owner would execute and register the Deed/s of Conveyance or other documents of transfer in respect thereof in terms hereof. Except the Developer's Adjustable Areas and except the alternative accommodation that may be required to be provided to the Tenant, the Owner shall have the right to Transfer the Owner's Allocation or any portion or portions thereof as may be desired by the Owner at its own sole risk and consequence and at such consideration as the Owner may deem fit and proper but not in any way contrary to any term or condition contained herein and/or which may be adopted by the Developer for the use and maintenance of the said Units and the Building Complex and the Common Areas and Installations. The Owner shall be entitled to enter into agreements, deeds or contracts for sale or otherwise transfer of the Owner's Allocation (including any unit, car parking space, undivided shares in the land and common areas and installations etc.) as per the formats mutually finalized by the Owner and the Developer and the Developer doth hereby accord its consent and authorization to the Owner to enter into such agreements and contracts with the prospective buyers in respect of the Owner's Allocation without making the Developer a party thereto Provided That If so required by the Owner, the Developer shall, notwithstanding such consent and authorization and without claiming any additional consideration or money, join in as party to all such agreements and contracts to confirm the same. As its obligations the Developer hereby agrees to release and assure the constructed areas of the Owners Allocation by joining in all deeds of conveyance of the Owner's Allocations in favour of the Transferees of the Owners Allocation as may be required by the Owner from time to time, without raising any objection or claim.

10.1.2 The Owner doth hereby agree that for the purpose of the Transfer of any part of the Owner's Allocation the Owner shall appoint the same marketing



agents as appointed by the Developer till such time as the parties mutually agree to the contrary.

- 10.1.3 **EXTRAS & DEPOSITS:** The Owner agrees to pay and/or cause to be paid by their transferees to the Developer, the amounts mentioned in **FOURTH SCHEDULE** hereunder written in respect of the Owner's Allocation, on or before delivery of possession thereof or part thereof.
- 10.1.4 Neither party shall make any commitment or enter upon any term which is or may be repugnant to or contrary to those contained or otherwise affects or prejudices the scope of the respective rights and obligations of the parties hereto hereunder;
- 10.1.5 The Developer shall not be entitled to execute the sale deed in respect of any part of its Allocation to any buyer/transferee thereof until delivery to the Owner of out of the Owner's Allocation in such phase, an area equivalent to 50% of the total area for which the sale deed is being executed by the Developer (i.e. for e.g. if the Developer delivers possession of Units containing say 2000 Square feet, then the Developer shall be entitled to execute the sale deed in respect of 4000 Square feet forming part of the Developer's Allocation and so on) in the manner mentioned herein but this shall not disentitle the Developer or the Owner to carry out or allow any transferee of any Unit forming part of their respective allocations to carry out furnishings, fit outs and such other works therein which they themselves or such transferee himself desires to do of his choice.
- 10.1.6 The agreements and conveyances of all residential units, non-residential units, parking spaces etc., comprised in the Transferable Areas contained in the buildings containing the Owner's Allocation shall be in such uniform format as be drafted by the Developer or its Advocates and which shall be approved by the Owner and/or its advocates within 15 days of receiving the draft thereof else they shall be deemed to have been approved by the Owner.

All amounts and consideration receivable by the Developer in respect of Transfer of the Developer's Allocation (including the Developer's undivided share in the land comprised in the said Property and in the common areas and installations) shall be to the account of and shall be received realized and appropriated by the Developer exclusively and the Owner shall have no concern therewith and all amounts and consideration (except Extras and Deposits) receivable by the Owner in respect of sale of the transferable portion of the Owner's Allocation in terms of clause 10.1.1 hereto together with the Owner's undivided share in the land comprised in the said Property and in the common areas and installations attributable thereto shall be to the account of and shall be received realized and appropriated by the Owner exclusively and the Developer shall have no concern therewith.

- 10.2 The Owner will not be responsible for any amount received by the Developer for selling the Developer's Allocation and any litigation arising between the Developer and the Purchaser of the Developer's Allocation arising otherwise than due to any default of the Owner will be the responsibility of the Developer only and the Owner will not be responsible for any act of the Developer in this behalf.
- 10.3 The Developer will not be responsible for any amount received by the Owner for selling the Owner's Allocation and any litigation arising between the Owner and the Purchaser of the Owner's Allocation arising otherwise than due to any default of the Developer will be the responsibility of the Owner only and the Developer will not be responsible for any act of the Owner in this behalf.

11 **COMMON PURPOSES:**

- 11.1 As a matter of necessity, the Owner and the Developer and all persons deriving right title or interest from them or any of them, in using and enjoying their respective allocations would be bound and obliged to pay the amounts and outgoings and comply with the obligations restrictions conditions and covenants as may be framed by the Developer and adopted for or relating to the Common Purposes. The Owner or its Transferees shall be liable to pay to the Developer, the Extras and Deposits on account of maintenance charges, common expenses, municipal rates and taxes etc., for their respective allocations at uniform rates with effect from the delivery of the Owner's Allocation to the Owner.
- 11.2 While dealing with and/or entering into any agreements and other documents of transfer and/or commitments relating to transfer of their respective allocations or any part thereof, the Owner and the Developer shall respectively necessarily incorporate and ensure the payment of such amounts and outgoings and fulfillment and compliance of all such payments restrictions obligations conditions and covenants by the buyers/transferees of their respective allocations.
- 11.3 The Developer shall upon completion of the Building Complex form an Association (which may be a Society or Company or Association as may be deemed proper and expedient) for the Common Purposes and till such time Association is formed the Developer or its nominee shall, so long as the Developer be desirous, be in charge for the Common Purposes. The Developer shall be free to appoint different agencies or organizations for any activities relating to Common Purposes at such consideration and on such terms and conditions as the Developer may deem fit and proper. All charges of such agencies and organizations shall be part of the Common Expenses.
- 11.4 Notwithstanding any formation of Association or handover of charge to it, neither the Association nor the members thereof or any Transferee shall be entitled to frame any rule or regulation or decide any condition which may affect any right or privileges of the parties hereto.

12 OWNER'S COVENANTS:

- 12.1 The Owner doth hereby agrees and covenant with the Developer not to cause any interference or hindrance in the sanction/modification/alteration of Building Plans in terms hereof, construction of the Building Complex at the said Property by the Developer and/or sale of the Developer's Allocation and not to do any act deed or thing whereby any right of the Developer hereunder may be affected or the Developer is prevented from making or proceeding with the modification/alteration of Building Plans, construction of the Building Complex or selling or otherwise transferring the Developer's Allocation.
- 12.2 Each and every representation made by the Owner in this Agreement are all true and correct and the Owner agrees and covenants to perform each and every representation and the failure in such performance or detection of any representation as false (partially or wholly) or incorrect or misleading shall amount to breach and default of the terms and conditions of this agreement by the Owner.
- 12.3 The Owner doth hereby further agree and covenant with the Developer not to let out, grant lease, mortgage, charge or otherwise encumber or part with possession of the said Property or any part thereof as from the date hereof. Nothing in this clause shall affect the rights of the Owner in respect of portions of the Owner's Allocation in accordance with the terms and conditions mentioned herein.
- 12.4 The Owner shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Developer. The Developer shall inform the Owner any change in the constitution of the Developer Company and any change in the name and constitution of the Developer Company will not affect the Development Agreement and Supplement Agreement of allocation of areas.
- 12.5 For all or any of the purposes contained in this agreement, the Owner shall render all assistance and co-operation to the Developer and sign, execute and submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents, powers authorities etc as may be lawfully or reasonably required by the Developer from time to time.
- 12.6 The Owner shall at its own costs and expenses cause to be joined any person or persons party or parties to any agreement or instrument of transfer or otherwise to be executed in pursuance hereof as may be required by the Developer.
- 12.7 The Owner doth hereby agree and covenant with the Developer as follows:-
- 12.7.1 To take all steps whether by action, distress or mutual negotiation or otherwise for causing to be vacated the said Property by the Tenants.

12.7.2 Not to cause any interference or hindrance or obstruction in the construction of the proposed Buildings at the premises by the Developer and/or its agents.

12.7.3 To obtain all permissions clearances and certificates if required for the sales to be effected as envisaged herein.

12.7.4 To render all assistance and cooperation to Developer in construction of the proposed Building, if so required and found necessary.

12.7.5 Not to do any act deed or thing whereby the Developer be prevented from selling transferring dealing with or disposing of the Developer's Allocation or any part thereof.

12.7.6 Not to let out, grant lease, mortgage, charge or otherwise encumber or part with possession of the said Property or any part thereof as from the date hereof, it being clarified that nothing contained herein shall prevent the Owner to deal with and dispose of the Owner's Allocation in terms hereof.

13 **COVENANTS BY THE DEVELOPER:** The Developer doth hereby covenant with the Owner as follows:-

13.1 The Developer doth hereby agree and covenant with the Owner not to do any act deed or thing whereby any right or obligation of the Owner hereunder may be affected or the Owner is prevented from making or proceeding with the compliance of the obligations of the Owner hereunder.

13.2 The Developer shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and shall not do or permit any act or omission contrary to the terms and conditions of this agreement in any manner.

14 **POWERS OF ATTORNEY AND OTHER POWERS:**


14.1 The Owner shall simultaneously with the execution of these presents execute and/or register one or more Powers of Attorney in favour of the Developer granting all necessary powers and authorities with regard to the several purposes contained herein relating to effectuating and implementation of this agreement and the exercise of the rights of the Developer as regards occupants, taxes, permissions and no objection certificates, sanctioning and construction of the Building Complex and Transfer of the Developer's Allocation, conduct of any action or legal proceeding as may be required and also for all other purposes under this agreement and agree not to revoke or cancel the same during the subsistence of this Agreement. If any further powers or authorities be required by the Developer at any time for or relating to the purposes mentioned herein, the Owner shall grant the same to the Developer and/or its nominees at the latter's costs and expenses and agree not to revoke the same also during the subsistence of this Agreement.

- 14.2 While exercising the powers and authorities under the Power or Powers of Attorney to be granted by the Owner in terms hereof, the Developer shall not do any such act, deed, matter or thing which would in any way infringe the rights of the Owner and/or go against the spirit of this agreement and if it does so whereby the Owner suffer any loss damage costs demands claims or proceedings, the Developer shall indemnify and keep the Owner fully saved harmless and indemnified in respect thereof. It is however clarified that nothing contained in the Power or Powers of Attorney to be so granted shall in any way absolve the Owner from complying with his obligations hereunder nor from compensating the Developer against any loss or damage, if any, that may be suffered by the Developer owing to delay or default in such compliance of his obligations.
- 14.3 It is understood that to facilitate the construction of the Building Complex by the Developer and for obtaining necessary connections and utilities therein or therefor, various acts deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owner and various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been mentioned herein. The Owner hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owner shall execute any such additional Power of Attorney and/or authorization as may be reasonably required by the Developer for the purpose and the Owner also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer.
- 15 **MISCELLANEOUS:**
- 15.1 It is further expressly clarified that notwithstanding any subsequent death or incapacity etc., of the Owner, this agreement as well as the Power/s of Attorney to be executed by the Owner in pursuance hereof, shall remain valid and effective and automatically bind all the heirs, executors, administrators, legal representatives, members and successors of the Owner as if they were parties hereto and to the said Power/s of Attorney.
- 15.2 Till the date of vacating of the portion occupied by Tenant at the said Property and the Developer getting vacant peaceful possession of the same, all municipal and other rates and taxes and any other outgoings of whatsoever or howsoever nature in respect of the said Property shall be borne and paid by the Owner. With effect from the date of delivery of the Owner's Allocation or any part thereof, all outgoings in respect thereof shall be borne and paid by the Owner and those arising from the date of the Tenant vacating its occupied portion of the said property until then shall be borne paid by the Developer.
- 15.3 Without affecting the obligation of the Developer to bear the costs and expenses in respect of the construction of the Building Complex in the manner and to the extent as specified hereinabove, the Owner doth hereby also agree and permit that, the Developer may obtain finance required in respect of development of the said Property from Banks and/or the Financial Institutions (Including Life

Insurance Corporation of India, Housing Development Finance Corporation Limited, SBI Home Finance Limited, National Housing Bank etc.) by mortgaging and charging the Developer's Allocation. The Developer shall not be entitled to mortgage and/or pledge the Owner's Allocation. The Developer shall also be entitled to get the Building Complex at the said Property approved from the Banks and/or Financial Institutions to enable the persons interested in acquiring and owning Transferable Areas to take loans from any such Banks or Financial Institutions. However the Owner's Allocation shall not be mortgaged or charged in any manner and the Owner shall not be nor be made liable for refund of the loans and as far as practicable the Developer shall not make the Owner a party to any such transaction. Even if the Owner shall be required to be party to any such loan transaction, the Owner shall not be liable in any manner for repayment thereof or any consequence of default in such repayment.

- 15.4 At all times hereafter the Owner hereto shall indemnify and agree to keep the Developer, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Developer and arising due to any representation of the Owner being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Owner. The Owner will always keep indemnified the Developer against losses which will be suffered by the Developer due to any wrongful act of the Owner.
- 15.5 At all times hereafter the Developer hereto shall indemnify and agree to keep the Owner, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Owner and arising due to any act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Developer. The Developer will always keep indemnified the Owner against losses which will be suffered by the Owner due to any wrongful act of the Developer.
- 15.6 The parties hereto 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 or Joint Venture between them in any manner nor shall the Parties be deemed to constitute an association of persons.
- 15.7 The Owner shall not let out or allow anyone to park or to use or otherwise dispose of their respective car parking spaces to any person other than to the persons agreeing to purchase units in the New Building.
- 15.8 In case after sanctioning of plans and identification and selection of their respective allocations by the Owner and the Developer and construction of the Buildings at the premises, it be found upon actual measurement that any of the parties gets less area than its entitlements in terms hereof then the party getting excess area shall pay to the other party for such excess area a sum calculated at

such rate as be mutually agreed between the parties hereto, keeping in view the market price prevailing at that time. Certificate of the Architects for the New Building in this regard shall be final conclusive and binding on the parties hereto.

- 15.9 The Developer shall have lien on the undivided share in the premises attributable to the share of Owner's Allocation and also on the constructed areas in the building for all money brought and invested and introduced by the Developer in the development of the said Property and constructions of buildings and all connected purposes including obtaining sanction of the building plans and electricity connection and supply and water connection supply till all the units comprised in the Owner's Allocation is delivered to owner and the Developer's Allocation are fully transferred by the Developer and the Owner have executed the conveyances transferring the undivided share in Developer's share in the land in favour of the Developer or the persons appointed or nominated by the Developer.
- 15.10 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights nor shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfilment on a future occasion.
- 15.11 This Agreement constitutes the entire agreement between the Parties or any one or more them and revokes and supercedes all previous discussions, correspondence and agreements between the Parties or any one or more of them, written oral or implied.
- 15.12 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. The Parties agree, in the circumstances referred above, to use all reasonable endeavours 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.
- 15.13 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 the Owner and the Developer.
- 15.14 This agreement is being executed in duplicate, one copy each whereof shall be retained by either party and each copy whereof shall be deemed to be the original.
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15.15 The New Building shall be known by the name as be decided by the Developer and the same shall not be changed by the Owner or any of the Unit Holders or else.

16 DEFAULTS:

16.1 In case the Owner fails to make out a marketable title any part or portion of the said Property is found to be affected by any Encumbrance or defect or deficiency in title which the Owner fails to remove or rectify in the manner and within the stipulated period hereunder or in case the Owner fails and/or neglects to comply with any of his other obligations hereunder in the manner or within the period contained herein, then the Developer shall be entitled to take all or any one or more of the following recourses in any priority or order as the Developer shall deem fit and proper:

16.1.1 To extend the time for performance in which event the Owner shall be liable to pay interest @18% per annum on the amounts until then paid by the Developer to the Owner, for the extended period;

16.1.2 To sue the Owner for specific performance of the contract and/or damages.

16.1.3 To itself try and attempt to carry out the obligation under default at the cost of the Owner and by paying such amounts and in such manner and on such terms and conditions as the Developer may deem fit and proper and without being liable to the Owner for the result of such attempt;

16.1.4 To exclude the portion or portions as may be the subject matter of such default from being part of the said Property or the Building Complex and to continue the development in the balance portion. In case of any such exclusion, the said Property and the Building Complex shall be varied accordingly;

16.1.5 To cancel this agreement;

16.2 In case the continuance of the Project gets delayed due to any act or omission of the Owner or due to any delay, default or breach of the Owner in complying with his obligations hereunder, then without prejudice to the other rights and remedies of the Developer, the Owner shall be liable to pay interest @18% per annum on the security deposit amount and all other amounts until then paid or incurred by the Developer on or in respect of the said Property or its planning or development whatsoever.

16.3 If in exercise of its rights under clause 16.1 hereinabove, the Developer cancels this agreement, the Owner shall within 30 days of such cancellation refund all costs and expenses that may have been incurred by the Developer in or in anyway relating to the said Property until then together with interest @18% per annum together with all amounts that may have to be paid or refunded to the Transferees of the Project due to such cancellation. In case the Developer attempting the compliance of the obligation of the Owner under default, the

amounts, costs and expenses paid or incurred by the Developer together with interest @18% per annum thereof shall be the liability of the Owner exclusively and refundable and payable by the Owner to the Developer within 15 days of the liability arising in respect thereof, failing which, the Developer shall have the liberty to adjust the applicable amount and interest out of the Owner's Allocation by adjustment of a portion of its allocation, being such Square feet super built-up area to comprise in Residential Units as would amount to the applicable amount and interest if calculated @Rs.6000/- (Rupees six thousand) only per Square feet which together with the proportionate share in the land and in the Common Areas and Installations attributable thereto and all other appurtenances thereof, shall be excluded from being part of the allocation of the Owner and be added to and included in the allocation of the Developer and be deemed to have remained part of the allocation of the Developer without any further or other consideration being payable by the Developer therefor. At the time of identification of the Owner's Allocation Units such Square feet as be mutually agreed between the parties as being reasonable for such adjustment shall also be separately identified and the Owner shall not be entitled to deal with, encumber or dispose of the same in any manner.

- 16.4 In case the Owner complies with its obligations as stated herein and the Developer without being prevented by any Force Majeure event fails and/or neglects to deliver possession of the Owner's Allocation to the Owner and/or its nominee or nominees within the time periods (including grace periods) mentioned in this agreement then and in that event, till such time the Developer delivers the Owner's Allocation to the Owner in terms hereof, the Developer shall be liable to pay the following:

16.4.1 To pay a sum of Rs. 1,50,000/- (Rupees one lac fifty thousand) only per month as compensation for the period of delay;

16.4.2 To reimburse to the Owner any interest if paid by the Owner to any buyer of units forming part of the Owner's Allocation. The Developer agrees to and shall be one of the parties to all the agreements as may be executed by the Owner in respect of sale of the units comprised in the Owner's Allocation in favour of the proposed buyers thereof.

- 16.5 If at any time hereafter it shall appear that any of the parties hereto has failed and/or neglected to carry out their obligations under this agreement or to extend full co-operation agreed to be extended hereunder, then the party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all losses and damages suffered by them from the defaulting party without prejudice to their other rights hereunder.
- 16.6 Neither party hereto can unilaterally cancel or rescind this agreement at any time unless such party is entitled to do so by express terms of this agreement contained elsewhere herein upon default of the other party.



- 16.7 Without prejudice to the other provisions hereof, the Owner specifically agrees and accepts that in case of a default by the Owner, remedy in damages may not be sufficient remedy to the Developer and the Developer shall be well and truly entitled to seek and obtain the remedy of specific performance of the contract against the Owner.

17 **FORCE MAJEURE:**

- 17.1 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations are prevented by the existence of the force majeure and shall be suspended from the obligation during the duration of the force majeure.

18 **NOTICES:**

- 18.1 All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th day from the date of dispatch of such notice by prepaid registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same being served.

19 **ARBITRATION:**

- 19.1 All disputes and differences between the parties hereto regarding the constructions or interpretation of any of the terms and conditions herein contained or touching these presents and/ or the said Property or determination of any liability shall be referred to the arbitration of an arbitral tribunal (the "Tribunal"), consisting of three arbitrators one to be nominated by Owner, one by the Developer and the third one by the first two arbitrators. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act 1996 or any other statutory modification or enactment for the time being in force and the award of the Tribunal shall be final and binding on the parties hereto. In connection with the said arbitration, the parties have agreed and declared as follows:-

19.1.1 The Tribunal shall have summary powers and will be entitled to lay down their own procedure.

19.1.2 The Tribunal will be at liberty to give interim orders and/or directions.

19.1.3 The Tribunal shall be entitled to rely on oral submissions made by the parties and to pass awards and/or directions based on such oral submissions.

20 **JURISDICTION:**

- 20.1 Only the Courts having territorial jurisdiction over the said Property shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove.

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THE FIRST SCHEDULE ABOVE REFERRED TO:**(SAID PROPERTY)**

ALL THAT partly one partly two and partly two and partly three storied brick built messuages tenements hereditaments dwelling house structures and premises together with the piece and parcel of revenue free land or ground thereunto belonging whereon or on parts whereof the same are erected and built containing an area of 13 Cottahs 11 Chittacks 7 Square feet more or less situate lying at and being Premises No. 43, Sri Aurobindo Sarani, (Previously known as 107, Grey Street), Kolkata - 700005, Police Station Shyampukur within Ward No. 10 of the Kolkata Municipal Corporation and butted and bounded as follows:-

- On the North : By Premises No. 3C and 8F, Raja Naba Kissen Street.
 On the South : By Grey Street (now Sri Aurobindo Sarani)
 On the East : By Premises No. 45, Sri Aurobindo Sarani and
 On the North : Partly by Premises No. 64A and partly by Premises No. 64B, Jatindra Mohan Avenue.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished. **BE IT MENTIONED** that the total habitable area at the said Property is 14500 square feet comprising of 7000 square feet more or less on the ground floor, 5000 square feet more or less on the first floor and 2500 square feet more or less on the second floor.

THE SECOND SCHEDULE ABOVE REFERRED TO:**PART-I****FACTS OF DEVOLUTION OF TITLE IN RESPECT OF THE SAID PROPERTY**

- A. By a Sale deed dated 24th March, 1947 and registered with the Registrar of Assurances Calcutta in Book No. 1 Volume No. 19 Pages 220 to 229 Being No. 1131 for the year 1947, The Official Trustee of Bengal for the consideration therein mentioned sold conveyed and transferred unto and to one Kanai Chand Chatterjee (since deceased) **ALL THAT** brick built building messuages tenements hereditaments dwelling house structures and premises together with the piece and parcel of land or ground thereunto belonging whereon or on parts whereof the same are erected and built containing an area of 13 Cottahs 11 Chittacks 7 Square feet more or less being premises No. 107, Grey Street, Calcutta (subsequently renumbered as the premises No. 43, Sri Aurobindo Sarani by the Calcutta Municipal Corporation), Police Station Shyampukur, morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereinabove written and hereinafter referred to as the "**said Property**", absolutely and forever.
- B. By virtue of the following four Deeds of Gift all executed by the said Kanai Chand Chatterjee and registered with the Registrar of Assurances, Calcutta, the said

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Kanai Chand Chatterjee in consideration of his love and affection towards his wife namely Nilima Devi (Chatterjee) and his three sons namely Pradip Kumar Chatterjee, Adhip Chatterjee and Proteep Kumar Chatterjee (also known as Protip Kumar Chatterjee) granted conveyed and transferred unto and to each of them All That one-fourth undivided share each in the said Property :-

- a. Deed of Gift dated 9th April, 1973 and registered in Book No. I Volume No. 71 Pages - 265 to 267 Being No. 2004 for the year 1973 in respect of undivided one-fourth part or share in the said Property gifted in favour of the said Pradip Kumar Chatterjee
 - b. Deed of Gift dated 17th April, 1973 and registered in Book No. I Volume No. 99 Pages - 78 to 81 Being No. 2138 for the year 1973 in respect of undivided one-fourth part or share in the said Property gifted in favour of the said Adhip Chatterjee
 - c. Deed of Gift dated 18th April, 1973 and registered in Book No. I Volume No. 95 Pages - 101 to 103 Being No. 2159 for the year 1973 in respect of undivided one-fourth part or share in the said Property gifted in favour of the said Proteep Kumar Chatterjee
 - d. Deed of Gift dated 23rd April, 1973 and registered in Book No. I Volume No. 88 Pages - 177 to 179 Being No. 2212 for the year 1973 in respect of undivided one-fourth part or share in the said Property gifted in favour of the said Nilima Devi (Chatterjee) (since deceased).
- C. The said Nilima Chatterjee, a Hindu during her lifetime and at the time of her death and governed by the Dayabhaga School of Hindu Law died intestate leaving her surviving her husband the said Kanai Chand Chatterjee, three sons namely the said Pradip Kumar Chatterjee, Adhip Chatterjee and Proteep Kumar Chatterjee and his daughter namely Namita Roy (nee Chatterjee) as her only legal heirs and representatives who all upon her death inherited and became entitled to her entire undivided one-fourth part or share of and in the said Property, absolutely and in equal shares.
- D. By a Deed of Gift dated 28th June 1988 and registered with the Registrar of Assurances, Calcutta in Book No. I Volume No. 232 Pages - 102 to 109 Being No. 10381 for the year 1988, the said Namita Roy in consideration of her love and affection granted conveyed and transferred unto and to the said Proteep Kumar Chatterjee, one Archana Chatterjee (since deceased), wife of the said Pradip Kumar Chatterjee and one Gopa Chatterjee All That her entire part or share of and in the said Property, absolutely and forever.
- E. The said Kanai Chand Chatterjee, a Hindu during his lifetime and at the time of his death and governed by the Dayabhaga School of Hindu Law died intestate on 3rd August, 1996 leaving his surviving his three sons namely the said Pradip Kumar Chatterjee, Adhip Chatterjee and Proteep Kumar Chatterjee and his daughter the said Namita Roy (nee Chatterjee) as his only legal heirs and representatives who all upon his death inherited and became entitled to his entire part or share of and in the said Property, absolutely and in equal shares.

- F. The said Archana Chatterjee, a Hindu during her lifetime and at the time of her death and governed by the Dayabhaga School of Hindu Law died intestate on 16th May, 1999 leaving her surviving her husband the said Pradip Kumar Chatterjee, one son namely Kousttav Chatterjee and one daughter namely (Smt.) Atrayee Chakraborty as his only legal heirs and representatives who all upon her death inherited and became entitled to her entire part or share of and in the said Property, absolutely and in equal shares.
- G. In the premises aforesaid the said Pradip Kumar Chatterjee, Adhip Chatterjee, Proteep Kumar Chatterjee, Kousttav Chatterjee, (Smt.) Atrayee Chakraborty, (Smt.) Gopa Chatterjee and (Smt.) Namita Roy became entitled to said Property in the following shares

Sl. No.	Name	Share in the Property
1.	Pradip Kumar Chatterjee	229/720 th Share
2.	Adhip Chatterjee	5/16 th Share
3.	Proteep Kumar Chatterjee	79/240 th Share
4.	Kousttav Chatterjee	1/180 th Share
5.	(Smt.) Atrayee Chakraborty	1/180 th Share
6.	(Smt.) Gopa Chatterjee	1/60 th Share
7.	(Smt.) Namita Roy	1/80 th Share

- H. By virtue of the following three sale deeds all dated 23rd September 2009 and registered with the Additional Registrar of Assurances-II, Kolkata the said Pradip Kumar Chatterjee, Adhip Chatterjee, Proteep Kumar Chatterjee, Kousttav Chatterjee, (Smt.) Atrayee Chakraborty, (Smt.) Gopa Chatterjee and (Smt.) Namita Roy for the consideration therein respectively mentioned sold conveyed and transferred their entire and respective part or share of and in the said Property in favour of the Owner hereto, absolutely and forever and one Vikson Limited concurred and confirmed such sale:-
- By a sale deed registered in Book I CD Volume No. 23 Pages 1324 to 1344 Being No. 10650 for the year 2009, the sale of the share of the said Adhip Chatterjee and Gopa Chatterjee in the said Property was effected.
 - By a sale deed registered in Book I CD Volume No. 24 Pages 2161 to 2180 Being No. 10651 for the year 2009, the sale of the share of the said Proteep Kumar Chatterjee in the said Property was effected.
 - By a sale deed registered in Book I CD Volume No. 22 Pages 2492 to 2515 Being No. 10624 for the year 2009, the sale of the share of the said Pradip Kumar Chatterjee, Kousttav Chatterjee, (Smt.) Atrayee Chakraborty and (Smt.) Namita Roy in the said Property was effected.

THE THIRD SCHEDULE ABOVE REFERRED TO:**PART - I****(Common Areas and Installations)**

1. Paths passages and driveways in the said Property other than those reserved and those meant or earmarked or intended to be reserved for parking of motor cars or other vehicles or marked by the Developer for use of any Co-Owner.
2. Tugged up Entrance lobby in the ground floor.
3. All Staircase of the buildings along with their full and half landings with staircover on the ultimate roof.
4. The ultimate roof of the buildings with decorations and beautification.
5. Community Hall in the building.
6. There will be automatic lift with central opening sliding doors alongwith lift shaft and the lobby in front of it on typical floor and Lift machine room and the stairs from the ultimate roof leading to the lift machine room.
7. Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pump and for supply of power in the said Unit to the extent of quantum mentioned herein and/or in the other Units during power failure.
8. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s and meter installation area in the ground floor of the building.
9. Centralised Iron Removal Plant.
10. Water pump with motor and with water supply pipes to the overhead water tank and with distribution pipes therefrom connecting to different flats.
11. Underground water reservoir with a pull-on pump installed thereat.
12. Water waste and sewerage evacuation pipes from the Units/flats to drains and sewers common to the building and from the building to the municipal drain.
13. Common toilets in the ground floor
14. Security Room for Darwans / Security Guard in the ground floor of the building.
15. Requisite arrangement of Intercom/EPAX with connections to each individual flat from the reception in the ground floor of each of the building.
16. Boundary walls

PART - II**(Specifications of Construction)****(Fittings and fixtures to be provided in the Unit)**

- (I) **FOUNDATION & STRUCTURE:** The building is designed and will be built on R.C.C. foundation resting on bored piles and R.C.C. frame structure with necessary brick work and wood work as per the drawings and specification provided by the Architecture.
- (II) **DOORS:** Salwood door frame with 35mm thick flush shutters having spirit polish teak veneer finished on one side of the door except for Kitchen, Bedrooms, and toilet doors which will have commercial faced, inner sides painted with matching enamel paint. Entrance door shall have night latch, and

a magic eye. Bedroom and kitchen doors shall have mortice lock and doorstopper and the toilet doors will have bathroom latch.

(III) WINDOWS: All windows will be standard section Aluminum / UPVC window with glass insert in each shutter fitted with matching fittings.

(IV) FLOORING: The flooring of the entire flats will be finished in vitrified tiles of approved make.

(V) TOILETS:

- (a) Designer ceramic tiles on the walls upto door height.
- (b) Water closets - European type commode with low level cistern.
- (c) Standard hand basin.
- (d) Sunk bathing tray.
- (e) All the piping shall be in the concealed system.
- (f) Hot and cold water line with provision for installation of geysers.
- (g) Sleek C.P. fittings.
- (h) Glass mirror and Shelf, nickled soap tray and towel rail.

(VI) KITCHEN:

- (a) Granite top cooking platform with one stainless steel sink.
- (b) Wall of Kitchen will be covered with ceramic tiles upto a height of two feet above the counter.

(VII) DECORATION WORK: Inside wall will be finished with plaster of paris punning and exterior surface of wall will be finished with combination of texturous paint/ glazing as per architectural drawings.

(VIII) ELECTRICAL WIRING & FITTINGS AND GENERATOR POWER:

- (a) Total concealed wiring for all the rooms provided with electrolytic copper conductors.
- (b) Air-conditioning plug point in all bedrooms.
- (c) Geyser point in all toilets.
- (d) Light and plug point in dining/drawing and bedrooms as per architectural drawings.
- (e) Electric call bell at main entrance door.
- (f) Telephone point in living room and all bedrooms.
- (g) Compatible wiring which can be hooked up to a cable television network with connection thereof in living room and all bedrooms.
- (h) Connection of Intercom/EPAX in the building to each individual flat.
- (j) Through Generator power will be provided in the said Unit during power failure for lighting and other domestic purposes to the extent of 1(one) watt per Square foot of the built-up area of the said Unit controlled by electric circuit breaker.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(CERTAIN EXTRAS AND DEPOSITS)

1. In respect of the Owner's Allocation, the Owner and/or the buyers of the Owner's Allocation as the case may be shall reimburse and deposit with the Developer the following amounts before taking possession of the Owner's Allocation.

- i) Security Deposit Payable to CESC Ltd. for obtaining electric connection to the said Property.
- ii) Deposit the interest free deposit calculated @ Rs.35/- per sq. ft. of super built-up area of the Owners Allocation towards common expenses as well as towards municipal rates and taxes in respect of the Units comprising in the Owner's Allocation at the same rate at which the Unit holder's of the Developer's Allocation would be liable to pay the same in respect of their respective units.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date mentioned above.

SIGNED SEALED AND DELIVERED by the withinnamed **OWNER**, at Kolkata in the presence of:

Ravi Prakash Saha
 RAVI PRANASH SAHA
 B/40/5A/11/4/3, A.C. Banerjee
 Lane, Kolkata-70010.

For Neelkamal Commodities Pvt. Ltd.

Shree Anil Kumar
 Director

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

Nand Kishor Mantri
 NAND KISHOR MANTRI
 11/1, SUNNY PARK
 KOLKATA - 700019

SADGATI PROPERTIES PVT. LTD.

Rajendra Kumar
 Director / Authorised Signatory

Subscribed by me
S. C. Pandey
Advocate
 High Court, Calcutta.

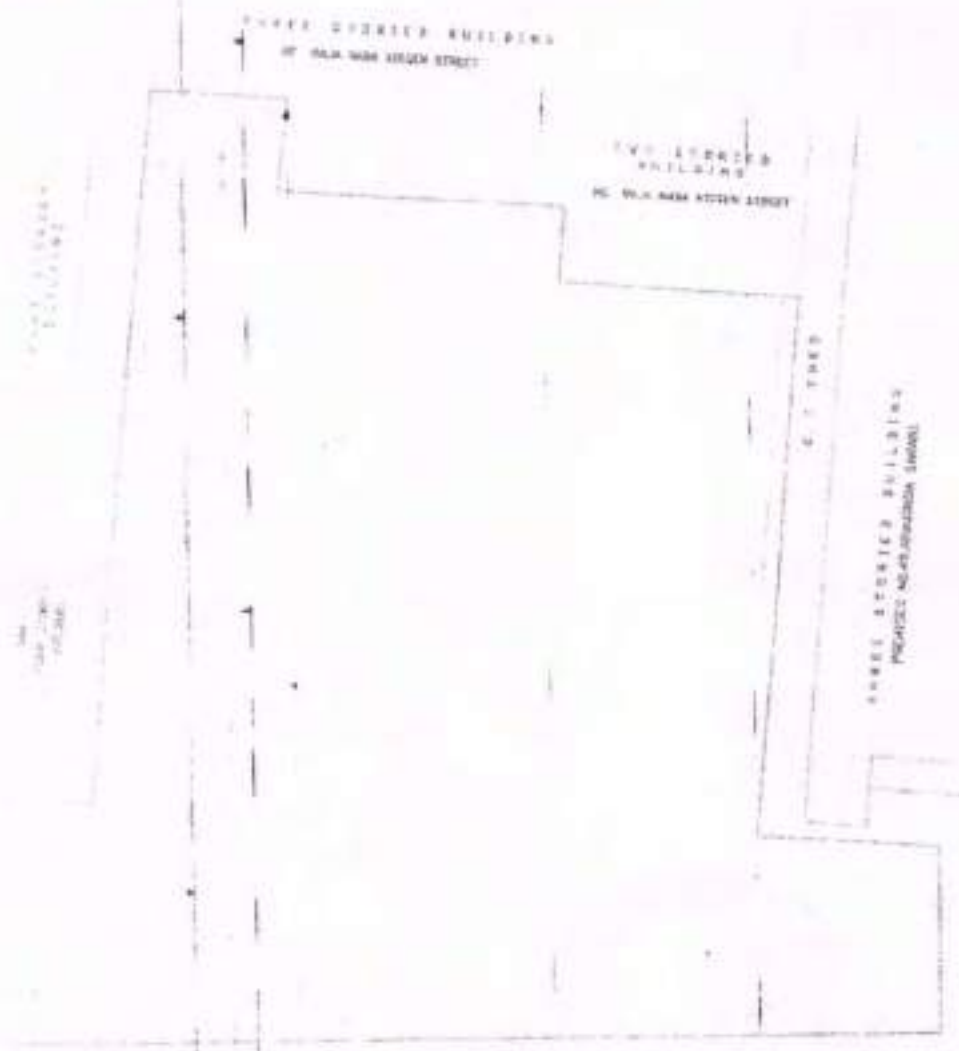
MAP OR PLAN FORMING PART OF THE FOREGOING DOCUMENT CONCERNING THE BOUNDARIES OF MUNICIPAL PREMISES NO.43, SRI AUROBINDO SARANI, (PREVIOUSLY KNOWN AS 107, GRAY STREET), KOLKATA- 700005 WITHIN ADDITIONAL REGISTRAR OF ASSURANCES-II, KOLKATA. P.S. SHYAM PUKUR AND WITHIN WARD NO. 10 OF THE KOLKATA MUNICIPAL CORPORATION



SCALE = 1:250

NOTE:-

1. This plan is concerning the boundaries only and not for structures within.



AUROBINDO SARANI
(K. M. C. ROAD)

SADGATI PROPERTIES PVT. LTD.

R. A. Gopal
Director / Authorized Signatory

For Registration Commission PVT. LTD.

[Signature]
DIRECTOR

SIGNATURE OF OWNERS

SPECIMEN FORM FOR TEN FINGER PRINTS



Eric A. Gandy

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Finger					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Finger					



Matt Lewis

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Finger					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Finger					



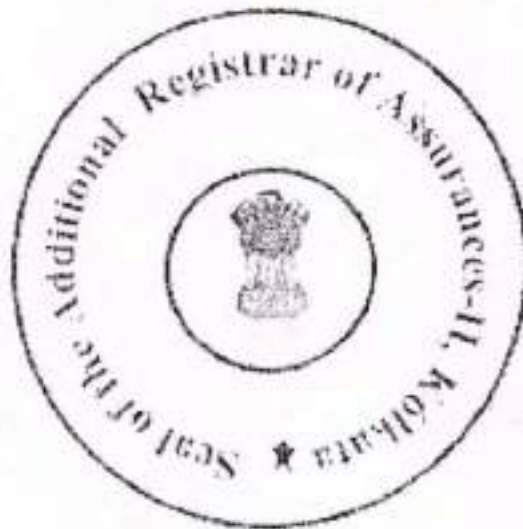
	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Finger					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Finger					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Finger					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Finger					

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 3
Page from 3978 to 4017
Being No 00710 for the year 2014.



(Dutta chandraSaha) 21-January-2014
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A.R.A. - II KOLKATA
West Bengal

CERTIFIED TO BE A TRUE COPY



ADDL. REGISTRAR OF ASSURANCES-II
KOLKATA

06/02/2014