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Certified that the document is admitted to registration. The Signatory Officer and endorsement Sheet which are attached to this document are the part of this document.

[Signature]
ADSR, Hooghly

25 MAY 2016

[Signature]
Sangita Todi

THIS AGREEMENT made on this 24th day of MAY Two Thousand and Sixteen.

P.R.

[Signature]
P.R.

Sangita Todi

Sangita Todi
P.R.

8308

DSR LAW ASSOCIATES
6th Floor
40/1, ... Street,
Kolkata - 700001

Piyush Bera



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Piyush Bera



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Amit Tochi
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Sangita Tochi

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Darshan K. Dholia

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Munir Chandra



19 APR 2016
18 APR 2016



Additional District
Sub-Registrar, Howrah

24 MAY 2016

Rajkumar Agarwal

Son of Late Shyam Sunder Agarwal
30/1 Kansal/Bhatu Road
Po - Bhadar Kali U

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Dist - HOOGHLY PIN 712232

OFFER:

BETWEEN

- (1) **AMIT TODI** son of Kanhaiyalal Todi residing at 2, Narayan Chandra Sen Lane, Police Station Golabari, Post Office Salkia, Howrah-711106 having PAN AMAPT1152A;
- (2) **DEVENDRA KUMAR DROLIA** son of Bhagwan Drolia residing at Lami Bahal, Brajraj Nagar, Orissa- 768216, Police Station Brajrajnagar, Post Office Brajrajnagar, having PAN ADPPD6673A;
- (3) **BNAY CHAUDHARY** son of Sitaram Chaudhary residing at 40D, Nuntalia Ghat Street, Police Station Jorabagan, Post Office Beaulon Street, Kolkata 700006 having PAN ABYPC5427G;
- (4) **SANGITA TODI** wife of Anup Todi residing at 2, Narayan Chandra Sen Lane, Police Station Golabari, Post Office Salkia, Howrah 711106 having PAN ACXPJ4947Q;

hereinafter collectively referred to as "the **FIRST PARTY**" (which term or expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives and/or assigns) of the **FIRST PART**;

AND

SIDDHIVINAYAK REALCON LIMITED LIABILITY PARTNERSHIP, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its registered office at 4/1, Middleton Street, 4th Floor, Room No. 401, Kolkata 700071, Police Station Shakespeare Sarani, Post Office Park Street having PAN:ACWFS1807P, represented by its Designated Partner Mr. Piyush Beriwal son of Mr. Sanjay Kumar Beriwal (having PAN:ALUPB4075D) residing at CD-205, Sector - I, Salt Lake City, Kolkata-700064, Police Station Bidhan Nagar Post Office Salt Lake-CC Block, hereinafter referred to as "the **SECOND PARTY**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors, successors-in-office/interest, nominees and/or assigns) of the **SECOND PART**;

AND

ARTICLE-I# DEFINITIONS:

1. **DEFINITIONS:** Unless in this agreement there be something contrary or repugnant to the subject or context:-
 - i) "Adjustable Areas or Building Complex" shall mean the flats and/or parking spaces out of the entitlement of the First Party to be adjusted and





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excluded from the First Party's Allocation and to simultaneously form part of the Second Party's Allocation in terms of Clauses 6.3, 14.3 and 15.2 hereto and shall include proportionate undivided share in land and Common Areas and Installations appurtenant thereto and all other appurtenances thereof.

- ii) **"Agreed Ratio"** shall mean the ratio of sharing in several matters referred to herein between the First Party and the Second Party which shall be 50% (fifty percent) belonging to the First Party and 50% (fifty percent) belonging to the Second Party.
- iii) **"Appropriate Authorities"** shall mean the Central or State Government or any Department thereof and includes any Local Authority or Statutory Bodies or authorities having jurisdiction including Howrah Municipal Corporation, Howrah Improvement Trust, Planning Authority, Development Authority, B.L.&L.R.O., D.L.&L.R.O., Collector, electricity provider, water providers, utility providers, Police Authorities, Pollution Control Authorities, Fire Service Authorities and shall also include any Government Company.
- iv) **"Building Plans"** shall mean the one or more Building Permits and Plans from time to time issued and sanctioned by the Appropriate Authorities for construction of New Building or any of them at Project Site or any parts or portions thereof and shall include all modifications and/or alterations thereto made in terms hereof as also all extensions and/or renewals thereof.
- v) **"Common Areas and Installations"** shall mean such parts, portions and areas in the Project Site which the Second Party identifies or earmarks for the time being to be for common use by all or any one or more of the Transferees or any other person in common with the parties hereto and include any variations or relocations thereof as may be made by the Second Party therein or thereto from time to time. A list of tentative Common Areas and Installations is given in the **FOURTH SCHEDULE** hereto.
- vi) **"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;

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- (vii) "Complex" shall mean the Project Site and the single or multipurpose development thereof to be caused by the Second Party and include buildings, constructed and open spaces etc., as may be planned by the Second Party thereat.
- (viii) "Designated Building" shall mean the Building/s to be constructed at the Project Site in which the Units comprised in the First Party's Allocation shall be situated and the location whereof shall be finalized by the Second Party upon sanction of Building Plans.
- (ix) "Extras and Deposits" shall mean the amounts mentioned in SIXTH SCHEDULE hereto subject to any variations as per Clause 8.7 hereto;
- (x) "First Party's Allocation" shall mean and include the Units and Parking Spaces allocated to the First Party in terms of Clause 7.2 hereto together with proportionate undivided share in the land underneath the Designated Building attributable to the Units and shall include the right of the First Party and persons permitted by it in common with the Second Party and all persons permitted by the Second Party to use such parts of the Common Areas and Installations as may be identified by the Second Party therefor. But shall exclude any Adjustable Area if so included in the Second Party's Allocation.
- (xi) "Force Majeure" shall mean any event or combination of events or circumstances beyond the control of a Party, which cannot be prevented or caused to be prevented, and which materially and adversely affects a Party's ability to perform obligations under this Agreement including (a) Acts of God i.e. fire, draught, flood, earthquake, storm, lightning, epidemics and other natural disasters; (b) Explosions or accidents, air crashes; (c) General strikes and/or lock-outs (not being any strike or lockout by agents or staff of the Second Party or its appointee at the construction site), civil disturbances, curfew etc.; (d) Civil commotion, Insurgency, war or enemy action or terrorist action; (e) Change in Law, Rules and Regulations, injunctions, prohibitions, or stay granted by court of law, Arbitrator, Government; (f) Non availability or shortage of steel, cement and other construction materials and/or of water or electricity or other utility required for construction; (g) Any other event or circumstances beyond the reasonable control of the parties








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- xii) **"Internal Agreed Proportion"** shall mean the proportion of sharing of the First Party's Allocation inter se amongst the First Party as mentioned in the **THIRD SCHEDULE** hereto;
- xiii) **"New Building"** shall mean the one or more buildings and/or other structures that may be constructed by the Second Party from time to time at the Project Site.
- xiv) **"First Party's Named Representative"** shall mean Binay Chaudhary, the First Party No. 3, unless changed by the First Party in terms of clause 12.1.10 hereto;
- xv) **"Phases"** with their grammatical variations shall mean the different phases in which the construction of the Building Complex at the Project Site shall be caused to be carried out by the Second Party.
- xvi) **"Project Site"** shall mean the pieces or parcels of land hereditaments and premises described in Annexure B hereto;
- xvii) **"Second Party's Allocation"** shall mean and include the whole of the Subject Property and the Building Complex and New Building and Common Areas and Installations save and except the First Party's Allocation it being clarified that any Adjustable Area if so excluded from the First Party's Allocation shall also be included in the Second Party's Allocation.
- xviii) **"Second Party's Contracted Property"** shall mean the entire remaining Project Site upon excluding the Subject Property therefrom.
- xix) **"Subject Property"** shall mean the pieces or parcels of land fully described in the **FIRST SCHEDULE** hereunder written and include all existing buildings and structures thereon and also include all easements, appendages and appurtenances thereof or relating thereto.
- xx) **"Transfer"** with its grammatical variation shall include transfer by sale, lease or any other means adopted by the Second Party.
- xxi) **"Transferable Areas"** shall include Units, covered and open parking spaces, open and covered spaces at the Project Site, land and all other areas, portions or shares comprised in or portion of the Project Site capable of being transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise.

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- xxii) "Transferees" shall mean and include all persons to whom any Transferable Areas are transferred or agreed to be so done.
- xxiii) "Units" shall mean and include-
- "Residential Units" meaning the flats for residential use in any building at the Project Site;
 - "Non Residential Units" meaning office spaces, shops, constructed/covered spaces or the like for use as commercial, assembly, educational, mercantile or any other use other than residential;

1.2. Interpretation:

- Party:** In this Agreement, any reference to a party is to a party to this Agreement.
- Article, Clause, Schedule or Annexure:** In this Agreement, any reference to an Article or Clause or Schedule (other than to a schedule to a statutory provision) or Annexure is a reference to an Article, Clause, or Schedule or Annexure (as the case may be) of this Agreement and the Schedules and Annexures form part of and are deemed to be incorporated in this Agreement. Reference to any Article shall include the Clauses and Sub-clauses thereof and reference to any Clause or Schedule or Annexure shall include the parts, Clauses and sub-Clauses, as the case may be, thereof.
- Include:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding these terms.
- Headings:** In this Agreement, the headings 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.


ARTICLE-II # REPRESENTATIONS, BACKGROUND & RECITALS

2. BACKGROUND/REPRESENTATION:

2.1. BACKGROUND:

- 2.1.1. The First Party are the owners of different portions of the Subject Property as mentioned in the **FIRST SCHEDULE** hereunder written.

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2.1.2. The First Party and the owners of the Second Party's Contracted Property had approached the Second Party representing that the Project Site was fit for development of a Building Complex and with that Intent necessary mutation and conversion of the land use was also obtained from the office B.L.R.O; but due to lack of mutual agreement and proper expertise they were unable to proceed with the development and accordingly decided that a developer shall be approached and it shall be proposed that the Project Site shall be developed through such developer on mutually agreed terms;

2.1.3. The owners of the Second Party's Contracted Property have agreed to sell and transfer to the Second Party and several other companies and the Second Party shall be appointed as the developer to develop the Second Party's Contracted Property (jointly with the Subject Property) on mutually agreed terms.

2.2. **REPRESENTATIONS OF FIRST PARTY:** The First Party have represented and assured the Second Party, inter alia, as follows:-

- i) That the First Party is presently the owner of the Subject Property with good marketable title free from all Encumbrances and Liabilities whatsoever and is in his vacant and peaceful possession thereof and the Project Site is duly secured by boundary walls on all sides with a continuous 100 feet wide frontage directly alongside the 40 feet wide public road namely J.N. Mulderjee Road. The facts about the First Party deriving title to the Subject Property is represented and warranted by the First Party in the **SECOND SCHEDULE** hereto and the same are all true and correct.
- ii) That Second Party's Contracted Property is owned by the other owners who all have a good marketable title free from all Encumbrances and Liabilities whatsoever and are in his vacant and peaceful possession thereof except portions occupied by few tenants and they all have agreed to sell and transfer the same to the Second Party and several other companies.
- iii) The First Party after having acquired the Subject Property have caused their names to be mutated in the relevant Land Records of the B.L.R.O;
- iv) That the First Party has already obtained conversion of the nature of use of land comprised in the Project Site to habit and housing complex;
- v) That upon purchase of the Second Party's Contracted Property there would be no difficulty in the consolidated development of the Project Site.

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- vi) That the Subject Property and the Project Site is having or shall within the period agreed and stipulated hereunder have, all the attributes thereto as mentioned in Article IV hereto.
- vii) That the First Party has not prior to the execution of this agreement, entered upon any agreement or contract with any other person or persons in connection with the sale of the Subject Property or any part thereof or its development/ dealing with/transfer/lease/mortgage.
- viii) That the First Party has absolute unfeathered and unqualified right to enter into this agreement with the Second Party;
- ix) That the First Party have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Subject Property or the Project Site or any part thereof can or may be impeached, encumbered or affected in title or would in any way impair, hinder and/or restrict the appointment and grant of rights to the Second Party under this Agreement;
- x) That the First Party has not at any time heretofore stood as Guarantors or Surety for any obligation, liability, bond or transaction whatsoever;
- xi) That save and except the Subject Property and municipal Premises/Holding No. 160/7 owned by the First Party No.1, the First Party is not owning or holding any other part or portion of the Project Site and accepts and confirms that at the request of the First Party to the Second Party to purchase the remaining portion of the Project Site and on the representation of the First Party that they shall not fall in their obligations and liabilities hereunder, the Second Party has purchased the remaining portion of the Project Site.
- xii) That the First Party has well and truly and fully understood the scheme of development of the Project Site and the nature and basis of allotment of the First Party's Allocation to the First Party in terms hereof.
- xiii) The First Party acknowledges and confirms that the First Party is fully aware that the Subject Property or any part thereof may or may not have any building constructed upon it and the development and future use of the Subject Property or any part thereof shall completely depend on the planning and scheme that may be finalized by the Second Party for overall development of the Project Site and accepts the same and has no objection to the same.


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- (xiv) There is no difficulty in compliance of the obligations of the First Party hereunder.
- 2.3. Relying on the aforesaid representations and assurances made and/or contained on the part of the First Party and believing the same to be true and correct and acting on faith thereof, the Second Party has purchased the Second Party's Contracted Property and agreed to include the Subject Property in the Project Site for a common planned development of the Project Site and on and subject to the terms and conditions hereinafter contained:

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

ARTICLE-III # BROAD AND BASIC TERMS AND CONDITIONS:

- 1. CONSIDERATION AND ENTITLEMENT OF THE PARTIES BROADLY:**
- 3.1. The First Party hereby agrees to provide the entirety of the Subject Property in the consolidated development and transfer of the Project Site in the manner hereinafter mentioned and hereby grants to the Second Party exclusive rights and authority to include the Subject Property in the Project Site and to develop the same and the First Party hereby further agrees that with effect from the date of execution hereof, the Second Party shall have the sole and exclusive rights, authorities and entitlements of the Second Party as morefully contained hereunder including to develop the Subject Property and to own enjoy and/or Transfer the Second Party's Allocation.
- 3.2. In consideration of the above and in consideration of the obligations, covenants, terms and conditions contained herein and on the part of the First Party to be observed, fulfilled and complied with and in exchange for the entirety of the Subject Property, the Second Party has agreed to cause to be constructed and delivered the First Party's Allocation on the terms and conditions hereinafter contained.
- 3.3. With effect from the date of execution hereof, the Second Party shall have the sole and exclusive rights, authorities and entitlements (a) to develop and construct or cause to be developed and constructed the Building Complex at the Project Site (including the Second Party's Contracted Property upon being acquired by the Second Party) and (b) to administer the entire Building Complex in the manner and until the period as morefully contained herein and (c) to the Second Party's Allocation and (d) entirety of the Extras and Deposits and (e) all other properties benefits and rights hereby agreed to be granted to the Second Party or to which the Second Party is entitled hereunder and the First Party shall be entitled (a) to the

 
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First Party's Allocation to be delivered by the Second Party to the First Party in terms hereof and (b) all other properties benefits and rights hereby agreed to be granted to the First Party or to which the First Party is entitled hereunder on and subject to the terms and conditions hereinafter contained.



- 3.4. It is agreed by and between the parties hereto that with effect from the date hereof the Second Party shall have complete control over the Subject Property with full, free and unfeathered rights and liberty to develop the same by way of construction or relief work or no construction at all as the Second Party may deem fit and proper and to deal with the same fully and in all manner.
- 3.5. The First Party's Allocation shall be constructed or caused to be constructed by the Second Party. The Second Party's Allocation shall be constructed by the Second Party and the Second Party shall own and be absolutely entitled to the same and shall be entitled to hold or deal with, Transfer or commercially exploit the same or any part or share thereof fully and in all manner.
- 3.6. The First Party shall not have any concern or objection to the development of the Subject Property and the Second Party's Contracted Property conjointly in an integrated manner.
- 3.7. The agreement and the rights of the second party shall be and remain valid and subsisting at all times unless cancelled in accordance with any specific terms and conditions mentioned herein.

ARTICLE-IV OBLIGATIONS OF FIRST PARTY:

PART-1 SUBJECT PROPERTY ATTRIBUTES:

4. ATTRIBUTES:

- 4.1. In connection with the Subject Property, the First Party shall be bound to comply with and meet the following criterions and requirements:
- 4.1.1. **MARKETABLE TITLE:** The Subject Property and each part thereof is and shall be absolute freehold property with good and marketable title. The First Party shall be liable to make out and continuously maintain, at their cost, good marketable title to the Subject Property.
- 4.1.2. **FREE OF ENCUMBRANCES:** The Subject Property and each part thereof is and shall be free of and from all kinds of Encumbrances including but not limited to mortgages, charges, liens, hypothecations, thika tenancies, lis pendens, attachments, leases, tenancies, occupancy rights, bargadar (if applicable), licenses, uses, debentures, trusts, wakf, acquisition,

 
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requisition, vesting, claims, demands and liabilities whatsoever of howsoever. The Subject Property and each and every part thereof shall also be free from any vesting under the Estates Acquisition Act, the Land Reforms Act and/or the Urban Land (Ceiling & Regulation) Act or any other law and there shall be no restriction or prohibition under the said or any other laws for its Development and Transfer in any manner. Furthermore, no part of the land shall be owned by or belonging to Schedule Tribe and there shall be proper no lien custody of all original title deeds and government records in respect of the Subject Property and every part thereof.

PART-II - PRE-DEVELOPMENT COMMENCEMENT OBLIGATIONS

- 4.2. **PHYSICAL POSSESSION:** The possession of the Subject Property shall be delivered to the Second Party in complete vacant peaceful condition simultaneously with the execution hereof.
- 4.3. **TITLE DEEDS:**
- 4.3.1. The First Party shall deliver all original records of rights and title deeds relating to the Subject Property to the Second Party simultaneously with the execution hereof.
- 4.3.2. Upon completion of sale and transfer of all the units and / or transferable areas in the Project Site or Complex, the Second Party will hand over the said original records of rights and title deeds relating to the Subject Property to the Association of the Transferees of the New Building. Till such original records of rights and title deeds relating to the Subject Property are handed over to the Association of the Transferees of the New Building, if the First Party transfers the First Party's Allocation in terms of this agreement and if inspection of such original records of rights and title deeds relating to the Subject Property is necessary for such transfer, then the Second Party will allow such inspection upon receipt of written request in advance to that effect from the First Party.
- 4.4. **USE OF TITLE DEEDS:** The Second Party 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 before government and semi government bodies and authorities, local authorities, statutory bodies, courts, tribunals, judicial and quasi judicial forums, service providers and other persons and authorities as may be required. The Second Party shall also be entitled to produce and give/deliver/deposit originals of the said documents or copies and extracts of and


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from the said original documents before banks or other financial institutions who would be providing finance/loans/advances to the Second Party for development of the Subject Property and also provide inspection and give copies thereof to any financier giving loans or advances to any Transferee.

4.5. **PRE-DEVELOPMENT COMMENCEMENT OBLIGATIONS:** Within 45 days from the date of execution hereof, the First Party shall do and comply with the following:

4.5.1. **MUTATION:** The First Party shall cause and ensure the mutation of the Project Site and every part thereof in the name of the First Party in the records of the B.L.&L.R.O., Panchayat/Municipality and other appropriate authorities and provide the evidences thereof in original to the Second Party;

4.5.2. **CORRECTION OF RECORDS AND RECTIFICATION OF DEFECT/DEFICIENCY:** Any defect or deficiency in any records in respect of the Project Site or any part thereof or in the title of the Project Site or any part thereof or its mutation or conversion whether detected before or after transfer or delivery of the same to the Second Party, shall be removed, rectified and remedied by the First Party immediately but not later than 30 (thirty) days of the same arising, without prejudice to the other consequences in respect thereof.

4.5.3. **CLEARANCES:** The First Party shall apply for and obtain any approval, permission, No Objection Certificates and/or clearances that may be required for making the Subject Property or any part thereof fit for Development as envisaged herein and also those that may be required in respect of the ownership and title of the Subject Property. In particular and without prejudice to the generality of the foregoing provisions of this clause, the First Party shall within 45 days from the date of execution hereof, apply for and obtain the clearance or no objection certificate under the Urban Land (Ceiling & Regulation) Act, 1976.

PART-III - COSTS & EXPENSES IN RESPECT OF THE FIRST PARTY'S

OBLIGATIONS

4.6. **COSTS AND EXPENSES FOR OBLIGATIONS OF FIRST PARTY:** All costs and expenses in respect of or for compliance of the obligations of the First Party shall be borne and paid by the First Party.

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ARTICLE V # RIGHTS AND OBLIGATIONS OF THE SECOND PARTY:**PART I # OVERALL PLANNING:****5. PLANNING:**

- 5.1. The Second Party shall develop the Complex at the Project Site by constructing one or more buildings and other constructed and/or open areas thereat in a phase wise manner. The First Party and the Second Party agree that the entire planning and layout for the development of the Project Site shall be done by the Second Party including as regards the manner or type of construction to be undertaken at the Project Site, the total constructible area, the phases etc.
- 5.2. **SURVEY & SOIL TESTING:** The Second Party shall at its own costs and expenses carry out necessary survey and soil testing and other preparatory works in respect of the Subject Property if and to the extent required.
- 5.3. **AMALGAMATION:** The Second Party shall be entitled to cause amalgamation of the Project Site in such manner and to such extent as may be required by the Second Party for sanction of Building Plans and/or better development of the Project Site.

PART II # BUILDING PLANS AND APPROVALS FOR DEVELOPMENT:

- 5.4. **BUILDING PLANS PREPARATION AND SANCTION:** The Second Party shall at its own cost and expenses from time to time cause to be prepared and sanctioned the plans for the constructions at the Project Site including as regards the Designated Building. The Second Party may prepare single or multiple building plans in respect of the Development of the Project Site or any part/phase thereof and to apply for and obtain sanction on a phase wise manner from time to time.
- 5.5. **MODIFICATIONS & ALTERATIONS:** The Second Party 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 Second Party may deem fit and proper.
- 5.6. **SIGNATURE AND SUBMISSION:** The First Party shall sign, execute, submit and deliver all applications, undertaking, declaration, affidavit, plans, letters and other documents and do all acts deeds and things as may be required by the Second Party in connection with the obtaining of sanctions and approvals required to be obtained by the Second Party for commencing or carrying out any construction or development work relevant to the Project Site.

 
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- 5.7. **APPROVALS FOR DEVELOPMENT:** The Second Party shall in its own name or in the name of the First Party, 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 Subject Property or any part thereof, including those required from Pollution Control Authority, Fire Service Authorities, Police Authorities, Municipal Authorities any other Statutory Authorities, at its own costs and expenses.

PART III - DEMOLITION AND CONSTRUCTION:

- 5.8. **BOUNDARY WALLS:** The Second Party shall be entitled to construct, add or alter boundary walls securing the Subject Property.
- 5.9. **DEMOLITION:** The First Party and the Second Party shall from time to time be entitled to demolish their respective structures, if any at their respective portions of the Project Site and the proceeds that may be realized out of the sale of debris shall belong to the respective such parties. In case the First Party fails to demolish the structures at the Subject Property within 30 days of being notified by the Second Party so to do, then the Second Party shall be entitled to demolish the structures and the proceeds that may be realized out of the sale of debris shall then belong to the Second Party.
- 5.10. **CONSTRUCTION:** The Second Party shall construct and build the Designated Building in accordance with the Planning of the Second Party and upon due compliance of the Building Plans and laws affecting the same.
- 5.11. **AUTHORITY IN GENERAL:** The Second Party shall have the sole and complete rights and obligations in respect of all aspects of development and construction including as follows:-
- 5.11.1. To deal with the Howrah Municipal Corporation, Gram Panchayet, Zilla Parishad, KMDA, MED, Planning Authority, Development Authority, Fire Brigade, the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, Pollution Control Authorities, B.L. & L.R.O., Airport Authority, and other authorities under the West Bengal Land Reforms Act, Insurance Companies and authorities, Police Authorities, CISC Limited and also all other Appropriate Authorities and Government Departments and/or its officers and also all other State Executives Judicial or Quasi Judicial, Municipal and other authorities and persons in all manner and for all purposes connected with the development or Transfer of the Building Complex or anyway connected therewith.

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- 5.11.2. 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 Subject Property or any portion thereof and/or for obtaining any utilities and permissions.
- 5.11.3. To use its own name as the Second Party in respect of the Building Complex.
- 5.11.4. To supervise the construction work in respect of the Building Complex to be carried out in accordance with the Building Plans with all necessary and/or permissible and/or sanctionable additions or alterations and in accordance with all the applicable rules and regulations made by the Appropriate Authority in its own name.
- 5.11.5. To represent the First Party before all Appropriate Authorities and Government and also all electricity, water, drainage, sewerage, technology driven and other service providers.
- 5.11.6. To pay various fees, costs and charges to concerned authorities as may be necessary for the purpose of carrying out the development work on the Subject Property and to claim refund of such deposits so paid and to give valid and effectual receipts in connection with the refund of such deposits in its own name or in the name of the First Party or in the joint name, as may be required.
- 5.11.7. To procure (either in its name or in the names of the First Party as may be deemed fit and proper by the Second Party at its sole discretion and convenience) all building and construction materials, fittings, fixtures, common installations etc. (viz. steel, cement, sand, bricks, lift, water pump, sanitary fittings etc.), construction equipments and/or any type of machinery required (viz. crusher, mixer, tools etc.) for construction of the Building Complex and to return the same upon completion of the necessary works or if it is found to be defective or procured in excess.
- 5.11.8. to decide and/or implement in the nature and quality of elevation, beautification, pathways, walkways, driveways and to decide and/or implement the division or demarcation of the Project Site into different portions by way of walls or fencing or any other means whatsoever.
- 5.11.9. to set up site office, put up the hoardings/boards, bring out brochures and commence the preparatory works for marketing of the proposed Building Complex.

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- 5.11.10. to display the board/hoardings of its group companies at the site of the Subject Property at any time after execution of this Agreement till the date of completion of the Building Complex and thereafter on any portion of the said Building Complex.
- 5.12. **CONSTRUCTION TEAM:** The Architect and the entire team of people required for Planning and Constructions at the Project Site shall be such person as may be selected and appointed by the Second Party in its sole discretion. The Second Party shall be entitled from time to time to appoint engineers, consultants, planners, advisors, designers, experts and other persons of its choice as may be necessary. The Second Party shall also appoint engage and employ such contractors, sub-contractors, engineers, labourers, miltirics, caretakers, guards and other staff and employees and at such remuneration and on such terms and conditions as be deemed necessary by the Second Party and wherever required, to revoke such appointments from time to time or at any point of time. All persons employed by the Second Party for the purpose of construction shall be the persons under appointment from and/or employees of the Second Party and the First Party shall not in any way be liable or responsible for their salaries, wages, remuneration etc.
- 5.13. **PHASES:** The construction work shall be carried out in phases as per the discretion of the Second Party.
- 5.14. **UTILITIES:** The Second Party shall be entitled to use the existing connections and/or apply for and to obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the Project.
- 5.15. **COMMON AREAS AND INSTALLATIONS:** The Second Party shall erect and install the necessary Common Areas and Installations on a phase wise basis providing for passages, pathways and driveways for ingress and egress by users of the Subject Property as developed from time to time; electricity, drainage and sewerage and water connections with necessary constructions and equipments therefor; lifts/staircases/elevators wherever applicable in the New Building; any other area, installation or facility that the Second Party may provide at the Subject Property.
- 5.15.1. The Second Party shall be entitled to erect, install and/or operationalize the Common Areas and Installations for the Building Complex in phases and gradually and until completion of the Building Complex, to allow or permit only provisional and/or partial use of any of the Common Areas and


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Installations and also to impose restrictions and conditions for the use of the Common Areas and Installations and to charge, demand, receive or realize any Extras or Deposits in connection with any Common Areas and Installations.

- 5.16. **GOOD CONSTRUCTION:** The Second Party shall cause the construction in a good and workman like manner with good quality of materials. The Second Party shall construct erect and complete the Building Complex in a good and workman like manner with good quality of materials and shall construct and finish the same in accordance with the Specifications mentioned in the **FIFTH SCHEDULE** hereto save as may be modified or altered by mutual consent or approval of the Architects and the Second Party shall obtain necessary completion or occupancy certificates, as applicable in respect of such construction from the appropriate authorities or persons. The Second Party may change the Specification in respect of the Units comprised in the Second Party's Allocation as per the requirement of the Transferees.
- 5.17. **COMPLIANCE OF LAWS:** The Second Party shall not violate any Municipal or other statutory rules and laws and always abide by and observe all the rules and procedures and practices usually followed in making construction of buildings. The First Party will not be responsible for any latches and/or lapses on the part of the Second Party.
- 5.18. **TIME FOR CONSTRUCTION:** Subject to the First Party not being in default in compliance of their obligations hereunder and subject to Force Majeure, the Second Party shall complete and deliver the First Party's Allocation to the First Party in the manner mentioned hereinafter within 36 (thirty-six) months from the date of sanction of Building Plans and the Second Party being able to obtain vacant peaceful possession of the Second Party's Contracted Property including the portions thereof occupied by tenants, and there shall be a grace period of 6 (six) months to the Second Party in respect thereof.
- 5.19. **ALTERATIONS AT THE INSTANCE OF THE FIRST PARTY:** In case the First Party makes a request to the Second Party in writing seeking structural/civil changes in the First Party's Allocation and such changes are permissible in law and also approved by the Architect, then the First Party shall be liable for all costs and expenses in connection therewith (including those payable in terms of the Building Rules of the Appropriate Authorities) to be payable in advance to the Second Party before starting of any work. The time taken for such alterations shall be added to the time for construction granted to the Second Party hereunder.





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PART-IV # COSTS OF CONSTRUCTION:

- 5.20. **COSTS OF CONSTRUCTION:** Unless otherwise expressly mentioned herein, all costs and expenses for Planning, preparation and sanctioning of Building Plans and construction of the Building Complex and the First Party's Allocation in terms hereof shall be borne and paid by the Second Party.
- 5.21. **CO-OPERATION BY OWNERS:** The First Party shall fully cooperate with and assist the Second Party and shall sign execute register and deliver all papers, plans, affidavits, indemnities, undertakings, declarations, powers etc., as may be required by the Second Party therefor and do all acts deeds and things as may be required by the Second Party therefor and also for the purposes herein contained.

ARTICLE VI # SECURITY DEPOSIT AND REFUND/ADJUSTMENT:

6. SECURITY DEPOSIT:

- 6.1. The Second Party shall deposit with the First Party a sum of Rs.51,00,000/- (Rupees fifty one lacs) only as and by way of refundable Security Deposit (hereinafter referred to as "Security Deposit") in the First Party's Internal Ratio and in the following manner:
- 6.1.1. Rs.26,00,000/- (Rupees twenty-six lacs) only at or before the execution hereof (the receipt whereof the First Party do hereby as also by the Receipt and Memo hereunder written admit and acknowledge).
- 6.1.2. Rs.25,00,000/- (Rupees twenty-five lacs) only within 90 days from the date of execution hereof.
- 6.1.3. Except as otherwise specifically provided herein, the said Security Deposit shall be interest free.
- 6.2. **Refund of Security Deposit:** The Security Deposit shall be refunded by the First Party to the Second Party on completion of construction of the Building Complex by the Second Party and within 30 days of the Second Party issuing Notice of Completion to the First Party or taking possession of the First Party's Allocation by the First Party, whichever be earlier, Provided That in case the Second Party issues the Notice of Completion building-wise progressively the refund of such deposit shall also be progressively on pro rata basis.
- 6.3. **Security Area:** Until refund of the Security Deposit Amount, the First Party have agreed to keep a portion of its allocation, which will be pre-marked and agreed being 1250 Square feet built-up area of Residential Unit unsold (hereinafter referred to as "the Security Area") and has agreed that in case the First Party fail




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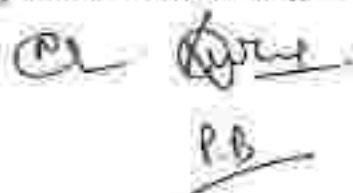
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to refund the Security Deposit Amount or any part thereof within the stipulated period mentioned above, the Second Party shall be entitled to adjust the Security Area or such part thereof as be commensurate with the outstanding amount calculated @ Rs.4,000/- per square feet out of the First Party's Allocation. The areas so adjusted from time to time together with the proportionate share in the land and in the Common Areas and Installations attributable thereto and all other appurtenances thereof shall also be Adjustable Areas and henceforth be excluded from being part of the First Party's Allocation and be added to and included in the Second Party's Allocation and be deemed to have remained part of the allocation of the Second Party's Allocation without any further or other consideration being payable by the Second Party therefor.

ARTICLE VII - ALLOCATIONS, DEMARCATION AND IDENTIFICATION:

7. **DIVISION OF BUILDING COMPLEX:** The parties agree that the Subject Property is only part of the Project Site which is comprising of other properties too. Since the parties are intending for a consolidated development of the Project Site the parties have unequivocally and irreversibly devised a formula to determine the allocation of the First Party.
- 7.1. **MUNICIPAL FAR:** Upon sanction of the Building Plans, the Floor Area Ratio as per the building rules sanctioned as per the Building Plans (hereinafter referred to as "Municipal FAR") shall be determined.
- 7.2. **FIRST PARTY'S ALLOCATION:**
- 7.2.1. **OWNER'S ENTITLEMENT:** An area equivalent to 50% of ((land area of the Subject Property) x (Municipal FAR)) shall be the total sanctioned area allocable to the First Party. This 50% shall comprise of different Category of Units as well as sanctioned Parking Areas allocable to the First Party in the Internal Agreed Proportion.

- i) **Illustrative formula :** (For example : if the total land area of the Project Site is say 4658 Square meter and the total land area of the Subject Property is say 1175 Square meter and the Municipal FAR is 2 as per the Building Plans then the total sanctioned area for development as per Building Plans shall be 4316 Square metre comprised in different category of Units and Parking Spaces and out of the same the entitlement of the First Party shall be 50% of $\{1175 \times 2\} = 1175$ Square metre comprised in different category of Units and Parking Spaces and the remaining 8141 Square metre shall belong to the Second Party). The areas and Municipal FAR

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mentioned above are imaginary and shall be replaced by actual figures at the time of determining the allocation.

7.2.2. IDENTIFICATION OF FIRST PARTY'S ALLOCATION: The identification and demarcation of the location of the limits and the number of Parking Spaces forming part of the First Party's Allocation shall be done by the Second Party in consultation with the First Party's Named Representative in writing within a period of 30 days from the date of sanction of the Building Plans and allocation of Units shall be done on a floor wise as far as possible and practicable. The location of the Parking Spaces shall be decided by the Second Party at the time of issuing the Notice of Possession in terms hereof. It is expressly agreed and understood by and between the parties in this regard that the location of building containing the First Party's Allocation may or may not be at the Subject Property or any part thereof. In case while making such identification Unit-wise and Parking Space wise, the exact allocable areas cannot be matched then for the differential area, the First Party shall pay or receive, as the case may be, at the then prevalent booking rates in the Building Complex simultaneously with the identification of allocation.

7.2.3. IDENTIFICATION OF SECURITY AREAS AND ADJUSTABLE AREAS: At the time of identification of the allocation of the parties as aforesaid, the Security Areas and any other Adjustable Areas shall also be identified. If any circumstance of adjustment arises later, then the concerned area shall be identified out of the First Party's Allocation within 15 days of the situation arising in respect thereof.

7.2.4. IDENTIFIED ALLOCATION: The identified portions of the Building Complex allocated to the First Party as hereinabove contained together with the proportionate undivided impartible variable share in the Common Areas and Installations and proportionate undivided impartible variable share in the land shall belong exclusively and absolutely to the First Party. However, any Adjustable Areas shall be excluded from the First Party's Allocation.

- i) The proportionate share in several matters referred to hereinabove shall be the proportion in which the built-up area of the concerned Unit as it bears to the built-up area of all the Units in the Designated Building.

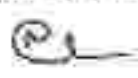
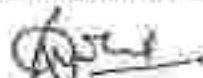
  
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- 7.2.5. INTERNAL ALLOCATION AMONGST THE FIRST PARTY:** As amongst the First Party *inter se*, it has been agreed between them that they shall decide their respective individual allocations in an amicable and mutual manner.
- 7.3. SECOND PARTY'S ALLOCATION:** The whole of the Subject Property and the Building Complex and New Building and Common Areas and Installations save and except the First Party's Allocation it being clarified that any Adjustable Area if so excluded from the First Party's Allocation shall also be included in the Second Party's Allocation.
- 7.4. VARIATIONS:** In case due to any modification of the Building Plans the location, dimension or area of any part of any Unit or Parking Space comprised in the First Party's Allocation are required to be varied, the Second Party shall be free to make such variation in consultation with the First Party's Nominal Representative and the principals mentioned in clause 7.2 and 7.3 shall apply *mutatis mutandis* to the variation of areas caused thereby.
- 7.5. ADDITIONAL AREAS:** In case upon sanction of the Building Plans, any additional floor or area beyond those sanctioned under the Building Plans, is thereafter possible to be constructed by utilizing the land area of the Subject Property due to increase in Municipal FAR or any other modification of the building rules of the Appropriate Authority by amendment or new enactment and the Second Party decides to avail such possibility, the First Party shall, subject to payment of the additional cost as hereinafter contained, be allocated in the Internal Agreed Ratio, 50% of the additional area so sanctioned and attributable to the land area of the Subject Property (to be calculated on the principles contained in clause 7.2 above) and the remaining additional area shall form part of the Second Party's Allocation. To avail the benefit of the additional areas as aforesaid, the First Party shall pay to the Second Party within 30 days of being demanded by the Second Party upon sanction of plans in respect of such additional areas, a sum calculated @Rs.800/- per Square feet for the additional area comprised in Units allocable to the First Party in the manner aforesaid and within 15 days of such payment, the identification of the allocation of the First Party out of the Additional Areas shall be done on the same principles as contained in clause 7.2 above. On any failure of the First Party to pay the additional cost within the stipulated time stated above, the entire Additional Areas shall belong to the Second Party as part of the Second Party's Allocation without any further act or document and in such event the Second Party shall pay to the First Party a pre-determined compensation calculated @Rs.1000/- per Square feet of the built-up area of the Additional Areas. In case



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the Second Party requests the First Party for obtaining sanction of Building Plans for such Additional Areas and the First Party obtains such sanction, the costs and expenses for such sanction shall be borne and paid by the First Party and the Second Party shall pay to the First Party a lump sum calculated @Rs.800/- per Square feet of the additional sanctioned areas of Units so sanctioned. The First Party shall be allocated 50% of the additional area so sanctioned and attributable to the land area of the Subject Property (to be calculated on the principles contained in clause 7.2 above) and the remaining additional area shall form part of the Second Party's Allocation.

- 7.6. **SUPER BUILT-UP AREA:** The super built-up area in respect of all the Units in the Building Complex (whether comprised in the First Party's Allocation or the Second Party's Allocation) shall be calculated by the Second Party on uniform basis.
- 7.7. **ATTRIBUTABLE PROPORTION SHARE:** The proportionate share in land and in the Common Areas and Installations attributable to any Unit shall be determined by taking the ratio in which the built-up area of such Unit bears to the total built-up area of all the Units for the time being to contain in the Designated Building.
- 7.8. **DELIVERY OF UNITS COMPRISED IN THE FIRST PARTY'S ALLOCATION:** The delivery of the First Party's Allocation to the First Party shall be phase wise and each time by a written notice by the Second Party offering the First Party to take possession thereof within 30 days and unless possession of the same is taken by the First Party earlier, the Second Party shall be deemed to have delivered possession of the same upon expiry of such 30 days subject to refund of the Security Deposit and/or payment of any other amounts by the First Party in terms hereof.
- 7.8.1. Before issuing notice to the First Party to take possession of the First Party's Allocation of the First Party as aforesaid, the Second Party shall construct and complete the same with availability of temporary or permanent water, electricity and drainage connections and obtain Completion Certificate of the Architect in respect thereof. Notwithstanding such delivery of possession of the First Party's Allocation, the Second Party shall complete the finishing works that may remain incomplete for the concerned Phase subsequently.
- 7.8.2. Any such delivery of possession or deemed delivery of possession shall neither affect any outstanding liabilities or obligations of the First Party in


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the material time nor the rights and remedies of the Second Party in respect of such outstanding obligations and liabilities.

7.8.3. The First Party hereby confirms and accepts as follows:-

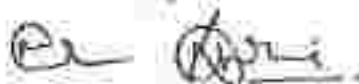
- i) That construction work and related activities shall continue to be carried on in the Project Site in respect of the same or remaining phases and the use of the First Party's Allocation shall be subject to the inconveniences caused thereby and also be subject to such additions and alterations in 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 Project Site;
- iv) The Completion Certificate of any authority if so statutorily required shall be obtained by the Second Party within a reasonable period of completion of the Building Complex.

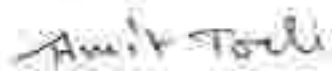
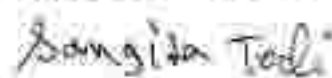
7.9. **CONDITIONS ATTACHED TO OWNERSHIP OF FIRST PARTY'S ALLOCATION:** Upon identification of the First Party's Allocation in terms hereof, the First Party shall enter upon necessary agreements in respect thereof recording such allocation and also containing the covenants, conditions and restrictions regarding the ownership user and enjoyment of the First Party's Allocation subject to clauses 7.8.3 above and 8.3 below. The ownership and enjoyment of the First Party's Allocation by the First Party shall be subject to such covenants, conditions and restrictions and including those contained in the SEVENTH SCHEDULE hereunder written.

ARTICLE VII# TRANSFER & REALIZATION:

8. **TRANSFER OF INDIVIDUAL ALLOCATIONS:**

8.1. **TRANSFERABILITY OF THE FIRST PARTY'S ALLOCATION:** Subject to the provisions contained in Clause 8.3 below, the First Party shall be absolutely and exclusively entitled to the First Party's Allocation allotted to them with exclusive right to Transfer the same (except the Security Areas) and receive and appropriate all consideration, proceeds and realizations (except Extras and


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Deposits) without any right, claim or interest therein whatsoever of the Developer except as regards refund of the Security Deposit therefrom in terms hereof.

8.2. TRANSFER OF THE SECOND PARTY'S ALLOCATION GENERALLY: Subject to the provisions contained in Clause 8.3 below, the Second Party shall be absolutely and exclusively be entitled to the Second Party's Allocation and shall be free to deal with, Transfer or part with possession of any part of the Second Party's Allocation and receive and appropriate all, consideration, proceeds and realization its Transferees without any interference or obstruction from the First Party and/or requiring any permission or consent from the First Party. The First Party doth hereby authorize and permit the Second Party to realize and retain the consideration, proceeds and realizations in respect of the Second Party's Allocation without any right, claim or interest therein whatsoever of the First Party and the First Party shall not in any way interfere with or disturb the quiet and peaceful possession of the Second Party's Allocation by the Second Party.

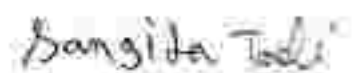
8.3. RIGHT TO TRANSFER ALLOCATIONS AND CONDITIONS GENERALLY AFFECTING THE SAME: The First Party and the Second Party shall be entitled to Transfer their respective Allocations to such person and at such price/consideration as they may respectively deem fit and proper Provided However That

- i) Neither party shall make any commitment or enter upon any term which is or may be repugnant to or contrary to those contained herein or otherwise affects or prejudices the scope of the respective rights and obligations of the parties hereto.
- ii) The Second Party shall be entitled to execute and/or make the First Party liable to execute any Deed of Conveyance in respect of any Unit, forming part of the Second Party's Allocation as mentioned in Clause no. 7.3, in any Designated Building to any buyer/transferee thereof. The power of attorney to be executed by the First Party in favour of the Second Party simultaneously herewith shall be deemed to contain the powers and authorities to the attorneys appointed thereunder to sign, execute and/or register such Deeds of Conveyance on behalf and as constituted attorney of the First Party.
- iii) The Second Party shall communicate the date of launch of particular parts of the Building Complex to the First Party, and until such communication the First Party shall not deal with, transfer or

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enter upon any negotiations in connection with such part of the Building Complex.

- iv) Any transfer by First party shall be at its own respective risks and consequences.
- v) The First Party shall not be entitled to sell and transfer the First Party's Allocation at prices less than those offered by the Second Party in respect of the Second Party's Allocation at the material time subject to a leverage/variation of 2% without the prior written consent of the Second Party.
- vi) The Second Party shall appoint one or more common marketing agents to be decided by the parties mutually and all Transfers shall be made through such agents.
- vii) The draft of agreements and deeds for the purpose of any Transfer shall be on a uniform format prepared by the Second Party and initialled by the parties separately for identification.
- viii) The sale of the Units may be done on built-up or super built-up or other basis as the Second Party may from time to time decide for the entire or any part of the Complex.
- ix) The First Party shall not be entitled to execute any Deed of Conveyance in respect of any Unit or portion forming part of the First Party's Allocation before completion of the Building and delivery of the First Party's Allocation to the First Party.
- x) The First Party shall not make any commitment or enter upon any agreement or term which is or may be repugnant to or contrary to those contained or otherwise affects or prejudices the scope of the rights and obligations of the Second Party hereunder.

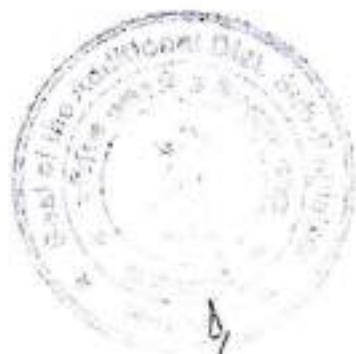
8.3.2. OTHER CONDITIONS AFFECTING TRANSFER OF ALLOCATIONS: Save and subject to any restriction, condition, limitation and provision contained in clause 8.3 above and elsewhere in this agreement:

- i) After the sanction of the Building Plan and identification of the respective allocations and subject to the provisions contained in clause 8.3 above, the First Party shall be entitled to execute Agreements for Sale, Deeds of Conveyances and other deeds and documents in favour of the Transferees of the First Party's

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Allocation and if necessary, register the same. If requested by the First Party, the Second Party shall join as a party in such documents. The dealings of the First Party with regard to the First Party's Allocation shall not in any manner fasten or create any additional financial or monetary liabilities upon the Second Party.

- (ii) The First Party do hereby accord their consent and authorization to the Second Party to enter into the agreements and contracts with the prospective Transferees in respect of the Second Party's Allocations or any part thereof without making the First Party a party thereto. However, if so required by the Second Party, the First Party shall, notwithstanding the consent and authorization above, and without claiming any consideration or money, join in as confirming party to all such agreements and contracts agreeing and confirming, inter alia, thereunder;
- (iii) The First Party would execute and register the sale deeds and other instruments of transfer to complete the sale or transfer of the undivided shares in the land in favour of the prospective Transferees as may be nominated by the Second Party. The constituted attorney appointed by the First Party under the powers of attorney being executed in terms hereof shall be entitled to represent the First Party for the purpose of such execution and registration amongst others.

8.3.3. REALIZATION AGAINST INDIVIDUAL ALLOCATION AND APPROPRIATION:

- (i) All amounts and consideration receivable by the Second Party under any agreements, contracts and deeds in respect of the Second Party's Allocation shall be to the account of and shall be received realised and appropriated by the Second Party exclusively and the First Party shall have no concern therewith.
- (ii) Subject to the other provisions hereof, all amounts and consideration receivable by the First Party under any agreements, contracts and deeds in respect of their respective portions of the First Party's Allocation shall be received realised and appropriated by them respectively exclusively and the Second Party shall have no concern therewith.


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- iii) The First Party shall cause to be paid by the intending Transferees of the First Party's Allocation, the Extras and Deposits in favour of Second Party.

- 8.4. **PUBLICITY:** The Second Party shall be entitled to advertise for Transfer of the Units, Parking Spaces and other saleable spaces/constructed areas in the Building Complex in all media.
- 8.5. **ADVOCATES:** All documents of Transfer or otherwise in respect of the allocations of both the parties shall be such as be drafted by Advocates of the Second Party.
- 8.6. **MARKETING & PUBLICITY COSTS:** All costs and expenses of marketing publicity, making brochures/catalogues and like other publicity sources relating to marketing and publicity shall be borne by the Second Party. The Second Party shall not be required to show or print the name or brand or logo of the First Party in any marketing media or advertisement or publicity related media in any manner.
- 8.7. **EXTRAS AND DEPOSITS:** All Extras and Deposits that may be agreed to be charged by the Second Party directly from any Transferee shall be paid to the Second Party directly by the Transferees of the First Party's Allocation and the Second Party's Allocation. Any Extras and Deposits including those mentioned in the **SIXTH SCHEDULE** hereunder written that may be taken by the Second Party from the Transferees (including the Transferees of the First Party's Allocation) shall be taken and utilized exclusively by the Second Party. The Second Party shall be free to add or alter the particulars of Extras and Deposits as mentioned in the **SIXTH SCHEDULE** hereunder written with prior consent from the First Party's Named Representative. The First Party shall be liable to pay the Extras and Deposits in respect of any areas not Transferred by them, within 30 days of receiving notice of completion thereof or at the time of taking possession thereof, whichever be earlier.
- 8.8. **SERVICE TAX AND TDS ETC.:**
- 8.8.1. The parties shall respectively discharge statutory compliances in respect of TDS or Income Tax related compliances as well as Service Tax collections or payments and any other statutory compliance in respect of Transfer of their respective allocations.
- 8.8.2. The First Party will bear the Service Tax, Works Contract Tax, Value Added Tax, GST or any other tax and imposition levied by the State Government, Central Government or any other authority or body or


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applicable under any law for the time being in force pertaining to the First Party's Allocation and/or this Agreement.

- 8.8.3. The First Party shall not be liable for any Income Tax, Wealth Tax, Service Tax or any other taxes in respect of the Second Party's Allocation and the Second Party shall be liable to make payment of the same and keep the First Party indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly the Second Party shall not be liable for any Income Tax, Wealth Tax, Service Tax or any other taxes in respect the First Party's Allocation and the First Party shall be liable to make payment of the same and keep the Second Party indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

ARTICLE-IX # FORCE MAJEURE:

9. FORCE MAJEURE:

- 9.1. Notwithstanding anything elsewhere to the contrary contained in this Agreement, the parties hereto shall not be considered to be in default in performance of the obligations or 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 time for performance shall remain suspended during the duration of the force majeure.

ARTICLE XI # COMMON PURPOSES

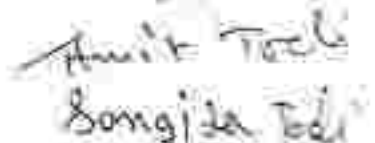
11. COMMON PURPOSES:

- 11.1. The First Party and any Transferee of their allocations shall be bound and obliged to pay the amounts and outgoings and comply with the rules, regulations, restrictions and conditions as may be framed by the Second Party and adopted for or relating to the Common Purposes in consultation with the First Party's Named Representative. Furthermore, while dealing with and/or entering into any agreements and other documents of transfer of their respective allocations or any part thereof, the First Party shall necessarily incorporate all rules, regulations, restrictions and conditions framed by the Second Party as aforesaid.

11.2. MAINTENANCE IN-CHARGE:

- 11.2.1. The Second Party shall upon completion of the construction of the Complex or any phase thereof as the Second Party may deem fit and proper form an Association (which may be a Society or Company or Association or Co-operative Society as may be deemed proper and


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expedient) for the Common Purposes and till such time as the Association is formed the Second Party or its nominee shall be in charge for the Common Purposes till such time as the Second Party desires to keep such charge;


- 11.2.2 In case the Second Party communicates the First Party and other Transferees to form such Association, they shall be bound to form the same within the period stipulated by the Second Party failing which the Transferees collectively shall be responsible for the role of the Association;
- 11.2.3 Until formation of the Association and handover of the charge of the Common Purposes or any aspect thereof to the Association, the Second Party 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 Second Party may deem fit and proper. All charges of such agencies and organizations shall be part of the Common Expenses;
- 11.2.4 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.
- 11.2.5 The expression "Maintenance-in-charge" shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and till such time the Association is formed and takes charge of the acts relating to the Common Purposes.

ARTICLE XII - COVENANTS

12. COVENANTS BY THE FIRST PARTY:

12.1. The First Party do hereby covenant with the Second Party as follows:-

- 12.1.1. That each and every representation made by the First Party hereinabove are all true and correct and 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 First Party.


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- 12.1.2. That with effect from the date of execution hereof, the First Party shall not deal with, transfer, let out or create any Encumbrance in respect of the Subject Property or any part thereof or any development to be made thereat save only to the extent permitted expressly hereunder.
- 12.1.3. The First Party 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 Second Party.
- 12.1.4. That the First Party 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 not do or permit any act or omission contrary to the terms and conditions of this agreement in any manner.
- 12.1.5. That the First Party shall not interfere or hinder or cause any interference or hindrance in the Second Party dealing with the owners and occupiers of the Second Party's Contracted Property for purchase or otherwise acquiring the same or obtaining development rights in respect thereof at such consideration and on such terms and conditions as the Second Party may deem fit and proper.
- 12.1.6. That the First Party shall not interfere or hinder or cause any interference or hindrance in the sanction/modification/alteration of Sanction Plans in terms hereof, construction and development at the Project Site by the Second Party and/or Transfer of the Second Party's Allocation and not to do any act deed or thing whereby any right of the Second Party hereunder may be affected nor make any claim whatsoever in any other part or portion of the Project Site except the First Party's Allocation.
- 12.1.7. All obligations of the First Party hereto shall be complied with by all of them and failure of any one of them shall be failure of all the First Party.
- 12.1.8. For all or any of the purposes contained in this agreement, the First Party shall render all assistance and co-operation to the Second Party and sign execute and submit and deliver at the costs and expenses of the Second Party all plans, specifications, undertakings, declarations, no objections, disclaimers, releases, papers, documents, powers and authorities as may be lawfully or reasonably required by the Second Party from time to time.
- 12.1.9. The First Party shall not act in any manner which is detrimental to this Agreement or goes against the terms and conditions of this Agreement.


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12.1.10 **Authority of Owners' Named Representative:** Unless changed by the First Party hereafter and communicated to the Second Party in writing, only the First Party's Named Representative shall be and is hereby authorized by the First Party to deal with the Second Party in all matters involving the Building Complex. The acts of the First Party's Named Representative in all matters referred to herein shall bind the First Party, except that no notice of termination or revocation of this Agreement or the Power of Attorney can be issued by the First Party's Named Representative.

12.2 **COVENANTS BY THE SECOND PARTY:** The Second Party do hereby covenant with the First Party as follows:-

12.2.1. The Second Party do hereby agree and covenant with the First Party not to do any act deed or thing whereby any right or obligation of the First Party hereunder may be affected or the First Party is prevented from making or proceeding with the compliance of the obligations of the First Party hereunder.

ARTICLE XIV # POWERS OF ATTORNEY AND OTHER POWERS:

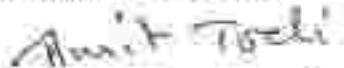
13. **POWERS BY FIRST PARTY:**

13.1. The First Party shall simultaneously with the execution of these presents execute and/or register one or more Powers of Attorney in favour of the Second Party's nominated persons being namely Mr. Piyush Beriwal son of Shri Sanjay Kumar Beriwal and Raj Kumar Agarwal son of late Shyam Sundar Agarwal (jointly and/or severally) or such other person as may be nominated from time to time granting all necessary powers and authorities to effectuate and implement this agreement (including for preparation and sanction of Building Plans, construction and development of the Project Site, Transfer of the Second Party's Allocation and all share right title and interest of the First Party in the Second Party's Allocation) and also otherwise under this agreement and agree not to cancel the same during the subsistence of this Agreement.

13.2. If any further powers or authorities be required by the Second Party at any time for or relating to the purposes mentioned herein, the First Party shall grant the same to the Second Party 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.

13.3. **AUTHORITY AND ADDITIONAL POWERS:** It is understood that to facilitate the construction of Development at the Project Site by the Second Party and for obtaining necessary connections and utilities therein or therefor, various acts deeds

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matters and things not herein specified may be required to be done by the Second Party and for which the Second Party may need the authority of the First Party and various applications and other documents may be required to be signed or made by the First Party relating to which specific provisions may not have been mentioned herein. The First Party hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Second Party to be done in the matter and the First Party shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Second Party for the purpose and the First Party 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 Second Party.

- 13.4. The said power or powers of attorney to be so granted by the First Party to the Second Party and/or its nominee/s shall be exercised jointly and/or severally by them and shall form a part of this agreement and the First Party shall not be entitled to modify or alter the same without the prior written consent of the Second Party.

ARTICLE-XIV # MISCELLANEOUS:

14. MISCELLANEOUS:


14.1. FINANCE AND MORTGAGE:


14.1.1. The First Party hereby agrees and permits the Second Party to obtain loans and finance in respect of any aspect of the Project including the development of the Complex or any part thereof from any Banks and/or the Financial Institutions and/or Non-Banking Financial Companies and/or Recognized Foreign Direct Investors by mortgaging and charging the Second Party's Allocation including the 50% share of land of the Subject Property comprised in the Second Party's Allocation, without however creating any financial obligation upon the First Party. The Second Party shall also be entitled to permit the Transferees of Units, Parking Spaces and other Transferable Areas comprised in the Second Party's Allocation or the Joint Allocation to take loans from any such Banks or Financial Institutions. However the First Party shall not be nor be made liable for refund of the loans.

14.1.2. The First Party agree from time to time to provide consents, confirmations and no objections or other documents as may be required for such mortgage or charge to be created by the Second Party in respect of the Second Party's Allocation alone and also agree to sign necessary loan and other









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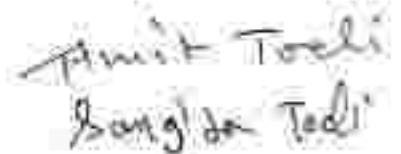
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agreements and power of attorney with the bankers or financiers in connection with the above. Provided That the First Party shall not be liable in any manner for repayment thereof or any consequence of default in such repayment. In case owing to any loans or finances obtained by the Second Party, the First Party suffer any losses or damages due to any non repayment, delay in repayment by the Second Party or due to any other consequence of delay or default of the Second Party in respect of its obligations in respect of any such loan or liability whatsoever, the Second Party shall indemnify and keep the First Party saved harmless and indemnified in respect thereof.

- 14.2. **PROPERTY TAXES AND OUTGOINGS:** Until fulfillment of all obligations of the First Party hereunder, all taxes and outgoings (including arrears) on account of panchayat tax, land revenue, land tax, electricity charges and others shall be borne and paid by the First Party and those arising for the period thereafter shall be borne and paid by the Second Party provided that upon construction of each phase of the Project, all taxes and outgoings in respect of the respective Allocations of the parties in such phase shall be borne paid and discharged by them respectively.
- 14.3. **DUE DATE FOR PAYMENT BY FIRST PARTY GENERALLY:** Any amount required to be paid or contributed by the First Party in terms hereof shall, unless otherwise expressly mentioned herein, shall be paid by the First Party to the Second Party within 30 days of the Second Party raising its demand in respect thereof and failure to pay shall attract interest @15% per annum thereon. Provided that if the delay in payment with interest exceeds 3 months from the due date, the Second Party shall at its option and liberty be entitled to adjust the same from such number of flats out of the First Party's Allocation as be commensurate with the concerned amount if calculated @Rs.4000/- per Square feet of the built-up area thereof and such adjusted areas together with the proportionate share in the land and in the Common Areas and Installations attributable thereto and all other appurtenances thereof shall also be Adjustable Areas and thenceforth be excluded from being part of the First Party's Allocation and be added to and included in the Second Party's Allocation and be deemed to have remained part of the allocation of the Second Party's Allocation without any further or other consideration being payable by the Second Party therefor.
- 14.4. **NAME:** The name of the Building Complex shall be "Vinayak River Links" or such other name as be decided by the Second Party. The Names of each building/portion thereof shall also be decided by the Second Party.



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Sub-Registrar, Howrah

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14.5. FINAL DECISION IN RESPECT OF MATTERS TO BE CONSULTED:

Except as specifically provided in this Agreement to the contrary, in all those matters agreed to be decided or carried out by the Second Party in consultation with the First Party or the First Party's Named Representative, if there is any dispute or lack of consensus on any point or issue relating to the development and construction, the decision of the Second Party on such point or issue shall be final and binding on First Party in the best interest and spirit of the development.

14.6. ADJACENT PROPERTIES:

14.6.1. The parties agree that except with the prior written consent of the Second Party, the First Party or any person claiming through under or in trust for it or any group or associate company or organization or person shall not be entitled to negotiate with or acquire any other property adjacent to the Subject Property or the Project Site or any part thereof.

14.6.2. The Second Party may negotiate with the owners or occupiers of any other property adjacent to the Subject Property and/or the Project Site for including the same within the Project Site on such terms and conditions as the Second Party may deem fit and proper Provided That the same does not reduce or change the location or area of the Units comprised in the First Party's Allocation nor the number of parking spaces comprised in the First Party's Allocation nor reduces the Common Areas and Installations. In such event, all benefits arising out of such inclusion shall exclusively belong to the Second Party.

14.7. INDEMNITY BY FIRST PARTY: At all times hereafter the First Party hereto shall indemnify and agree to keep the Second Party, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Second Party and arising due to any representation of the First Party 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 First Party.

14.8. INDEMNITY BY SECOND PARTY: At all times hereafter the Second Party hereto shall indemnify and agree to keep the First Party, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the First Party 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


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in relation to the terms and conditions hereof by the Second Party. The Second Party shall be liable for any lapses or accident during construction of the Complex or in the workmanship as mentioned herein.

- 14.9. **DEATH OR INCAPACITY:** Notwithstanding any subsequent death or incapacity etc., of the First Party, this agreement as well as the Powers of Attorney to be executed by the First Party, shall remain valid and effective and automatically bind all the heirs, executors, administrators, legal representatives of the First Party as if they were parties hereto and to the said Power/s of Attorney.
- 14.10. **NO PARTNERSHIP OR AOP:** The First Party and the Second Party have entered into this Agreement purely as a principal to principal and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 14.11. **WAIVERS:** 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.
- 14.12. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions, correspondence and agreements between the Parties, written oral or implied.
- 14.13. **PART UNENFORCEABILITY:** 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 such 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.
- 14.14. **MODIFICATIONS:** 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 First Party and the Second Party.

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- 14.13. **CUSTODY OF ORIGINAL AGREEMENT:** This original agreement will be kept by the Second Party in its custody and the Second Party will provide the First Party with a xerox copy of this agreement authenticated as a True Copy for the First Party's record.

ARTICLE XV # DEFAULTS AND CONSEQUENCES:

15. DEFAULTS OF FIRST PARTY AND CONSEQUENCES:

- 15.1. In case the First Party fails and/or neglects to make out a marketable title to the Subject Property or any part thereof or to comply with any of their obligations mentioned in this Agreement in the manner or within the period stipulated therein; the First Party shall be liable to pay interest @ 15% per annum on all amounts incurred in the development of the Subject Property or any part thereof, for the period of delay and without affecting the obligation to pay interest as above, the Second Party shall be entitled to take any one or more of the following recourses in any priority or order as the Second Party shall deem fit and proper:-

15.1.1. To itself try and attempt the compliance of the obligation under default at the cost of the First Party and by paying such amounts and in such manner and on such terms and conditions as the Second Party may deem fit and proper and without being liable to the First Party for the result of such attempt;

15.1.2. To exclude the pieces or parcels of land or portion or portions thereof as may be the subject matter of such default from being part of the Project Site and to continue the Project in the balance portion. In case of any such exclusion, the Project Site, the Subject Property shall be varied correspondingly and accordingly and the First Party's Entitlement shall be varied pro-rata;

15.1.3. To sue the First Party for specific performance of the contract;

15.1.4. To cancel the contract envisaged herein and in such event the consequences of Cancellation as envisaged in Clause 15.3 shall be followed.

- 15.2. **EFFECTS OF SECOND PARTY CARRYING OUT OBLIGATION OF FIRST PARTY:** In case of the Second Party attempting the compliance of the obligation of the First Party under default; the amounts, costs and expenses paid or incurred by the Second Party shall be the liability of the First Party exclusively and the Second Party shall have a lien on the First Party's Allocation for such amount until adjustment as hereinafter contained. The First Party shall pay and/or reimburse such costs and expenses payable by them within 21 days of being

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demande by the Second Party failing which the Second Party shall at its option and liberty be entitled to adjust such number of Residential Units out of the First Party's Allocation as be commensurate with the concerned amount if calculated @Rs.4,000/- per Square feet of the built-up area thereof and such adjusted area together with the proportionate share in the land and in the Common Areas and Installations attributable thereto and all other appurtenances thereof shall also be adjustable areas and henceforth be excluded from being part of the First Party's Allocation and be added to and included in the Second Party's Allocation and be deemed to have remained part of the Second Party's Allocation without any further or other consideration being payable by the Second Party therefor.

15.3. CONSEQUENCES OF CANCELLATION: In case the Second Party cancels this Agreement, then notwithstanding anything elsewhere to the contrary contained in this Agreement the following consequences shall apply:

- i) The right of the First Party in First Party's Entitlement and the First Party's Allocation shall ipso facto stand cancelled with immediate effect;
- ii) The Security Deposit Amount and all other amounts on any account paid or incurred by the Second Party on the Project Site or any part thereof, shall immediately and in any event within 30 days of being demanded by the Second Party, become refundable by the First Party to the Second Party;
- iii) Upon the refund and payment of the amounts mentioned in the last preceding sub-clause (ii), the cancellation shall take effect.

15.4. DEFAULTS BY SECOND PARTY: In case the First Party comply with and/or are ready and willing to carry out their obligations as stated herein and the Second Party fails to deliver the flats comprised in the First Party's Allocation by sending notice as provided herein within the stipulated period (including grace period), the Second Party shall be liable to pay to the First Party a pre-determined compensation calculated @Rs.500/- (Rupees five hundred) only per day for the period of delay if the delay is attributable to the Second Party. If part delivery of Flats comprised in the First Party's Allocation is not made within the stipulated period, then the per day compensation shall be reduced proportionately. Save as above, in case the First Party comply with and/or are ready and willing to carry out their other obligations as stated herein and the Second Party fails and/or neglects to comply with its obligations within the stipulated period, the First Party shall be entitled to sue the Second Party for specific performance of the contract and/or damages:

 
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- 15.5. **UNILATERAL CANCELLATION:** 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.
- 15.6. **CHOICE OF REMEDIES:** It is clarified that the exercise of any one or more remedy by any party shall not be or constitute a bar for the exercise of any other remedy by the Second Party at any time. Furthermore, the liability of the First Party to pay interest at the rate and in terms of the other Clauses of this agreement shall continue for the entire duration until payment/repayment of the entire dues irrespective of the exercise of the other remedies by the defaulting party and without affecting the other liabilities of the defaulting party hereunder.

ARTICLE-XVI # ACQUISITION AND REQUISITION:

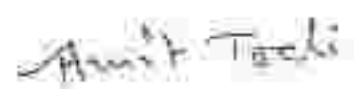
16. Acquisition and Requisition:

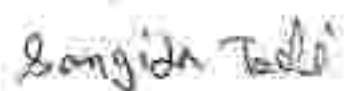
- 16.1. Except as contained in clause 16.5 hereto, in case the Subject Property and/or any portion thereof is acquired or is requisitioned by the Government or any other Appropriate Authorities hereafter but before construction of the New Building and issuance of Completion Certificate thereof by the Architect in any Phase, then in that event the parties shall contest and challenge such acquisition. If however, acquisition or requisition becomes inevitable, then the Second Party shall have the following options:-

- (i) Either to exclude the portion or portions as may be the subject matter of such acquisition or requisition from being part of the Project Site and to continue the Project in the balance portion. In case of any such exclusion, the Subject Property, the Project Site shall be varied correspondingly and the First Party's Entitlement shall be varied pro-rata and the compensation received in respect of the acquisition or requisition of the acquired portion shall belong to the parties in the ratio as be mutually agreed. In case of the acquisition or requisition of the entirety of the Subject Property, this agreement shall ipso facto stand cancelled and the Consequences of Cancellation mentioned in Clause 15.3 shall apply;
- (ii) Or to cancel this agreement in its entirety in which event the Consequences of Cancellation mentioned in Clause 15.3 shall apply.









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16.2 The amount awarded in respect of such acquisition or requisition shall be charged towards amounts receivable or recoverable by the Second Party in the eventualities contemplated in clause 16.1 above.

16.3 **Acquisition and Requisition after completion of the New Building:** In case the Subject Property or any part thereof is acquired or requisitioned after construction of the Designated Building, then :

- (i) If the Designated Building is not affected by such acquisition or requisition, the entire compensation in respect of the Subject Property shall be paid to the Second Party and if the Designated Building is affected by such acquisition or requisition then the compensation payable or apportioned for the First party's Allocation in the Designated Building together with the apartment land share shall belong to the First Party and all other compensation shall be received by the Second Party.

ARTICLE-XVIII - NOTICES, ARBITRATION AND JURISDICTION:

17. **NOTICES:**

17.1 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 despatch 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 speed post without the same being served.

17.2 **ARBITRATION:**

17.2.1 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 Subject Property or any part thereof or determination of any liability shall be referred to arbitration of such person as may be appointed by the parties (hereinafter referred to as "the Arbitration Tribunal") and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act 1996 or any other statutory modification or enactment for the time being in force. In connection with the said arbitration, the parties have agreed and declared as follows:

- (i) The Arbitration Tribunal shall have summary powers and will be entitled to lay down their own procedure.

(Signature)
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Sangita Tochi



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- ii) The Arbitration Tribunal will be at liberty to give interim orders and/or directions.
- iii) The Arbitration Tribunal will be at liberty to award compensation without being liable to assign any reason therefore and the parties have agreed not to challenge the authority of the Arbitrators in awarding such compensation.

17.2.2. The parties agree to abide by all their directions and/or awards and not to challenge the same in any manner whatsoever or howsoever.

17.3. JURISDICTION:

17.3.1. Only the Courts having territorial jurisdiction over the Subject Property and/or the Calcutta High Court 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.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Subject Property)

ALL THAT messuages tenements hereditaments building shed structure and premises: **Together With** piece or parcel of land or ground thereunto belonging whereon or on parts whereof the same are erected and built containing an area of 12 Cottah 15 Chittack 16 Square feet or 21.42 Satak be the same a little more or less situate lying at and being municipal premises holding Nos. 160, 160/3, 160/4 and 160/7/1 J.N Mukherjee Road, Howrah -711106, under Ward No. 4 of Howrah Municipal Corporation comprised in R.S. Dng Nos. 297 and 298 recorded in R.S. Khatian No.148 in Mouza Malipanchghara, J.L. No.1, Police Station Malipanchghara, Additional District Sub Registrar Howrah.

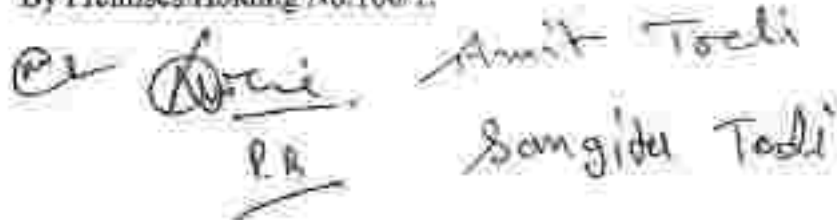
The entire Premises/Holding: No. 160 J.N Mukherjee Road containing an area of 1 Cottah 6 Chittacker 10 Square feet more or less owned by the First Party No. 1 is delineated in the plan annexed hereto duly bordered thereon in "RED" and earmarked "160" butted and bounded as follows:-

On the North : Partly by Premises/Holding No.160/A;

On the South : By Premises/Holding No.161;

On the East : By Public Road, J.N Mukherjee Road;

On the West : By Premises/Holding No.160/1.


 The block contains handwritten signatures and names. On the left, there is a signature that appears to be 'P.R.' with 'P.R.' written below it. To the right, there are two names: 'Amrit Toali' and 'Sangida Toali' written in a cursive hand.



**Additional District
Sub-Registrar, Howrah**

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The entire Premises/Holding No. 160/3 J.N. Mukherjee Road containing an area of 2 Cottahs & Chittacks 43 Square feet more or less owned by the First Party No. 2 is delineated in the plan annexed hereto duly bordered thereon in "RED" and earmarked "160/3" butted and bounded as follows:-

On the North : Partly by Premises/Holding Nos. 160/2 and 160/7/1;

On the South : Partly by Premises/Holding No. 160/3/1;

On the East : Partly by Premises/Holding Nos. 160/1 and 161;

On the West : By Premises/Holding No. 160/7/1.

The entire Premises/Holding No. 160/4 J.N. Mukherjee Road containing an area of 6 Cottahs more or less owned by the First Party No. 3 is delineated in the plan annexed hereto duly bordered thereon in "RED" and earmarked "160/4" butted and bounded as follows:-

On the North : Partly by Premises/Holding Nos. 160/5, 160/7 and 160/7/1;

On the South : By Municipal Passage;

On the East : By Premises/Holding No. 160/3/1;

On the West : Partly by Premises/Holding No. 160/5 and Partly by Municipal Passage.

The portion of Premises/Holding No. 160/7/1 J.N. Mukherjee Road containing an area of 3 Cottahs & Square feet more or less belonging to the First Party No. 4 hereto is delineated in the plan annexed hereto duly bordered thereon in "RED" and earmarked "160/7/1 (portion)" and butted and bounded as follows:-

On the North : By remaining portion of Premises/Holding Nos. 160/7/1;

On the South : By remaining portion of Premises/Holding Nos. 160/7/1;

On the East : Partly by Premises/Holding Nos. 160/2 and 160/3;

On the West : By remaining portion of Premises/Holding Nos. 160/7/1.

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





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Additional District
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mentioned that the area of the rooms and old dilapidated structures, Sheds on the Subject Property is 5300 Square feet more or less.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Representations and Warranties on title by the First Party)

- A. One Seth Madan Gopal Bagla for self and as Karta of his Hindu Undivided Family was seized and possessed of and/or sufficiently entitled to **ALL THAT** messuages tenements hereditaments buildings and premises **TOGETHER WITH** piece and parcel of land or ground thereunto belonging whereon or on parts whereof the same are erected and built containing an area of 51 Cottahs 13 Chittaks 22 Square feet more or less situate lying at and being the whole of municipal holding/premises no. 160 J. N. Mukherjee Road, Howrah comprised in the entire R.S. Dag Nos. 297, 298 and 299 recorded in R.S. Khutian No.148 in Mouza Malipanchghara, J.L. No.1, Police Station Malipanchghara, District Howrah) hereinafter referred to as "**the Larger Property**". The name of the said Madan Gopal Bagla was duly recorded in the Records of Rights published under the Revisional Settlement in respect of the Larger Property.
- B. The said Hindu Undivided Family of Seth Madan Gopal Bagla consisting of himself as Karta, his wife Smt. Shakuntala Devi Bagla and his son Pradeep Kumar Bagla was dissolved and the several joint family properties, assets, and business owned or held by it in Howrah, Hathras (Uttar Pradesh) and elsewhere (which, inter alia, included the Larger Property) were distributed amongst the Seth Madan Gopal Bagla, Shakuntala Devi Bagla and Pradeep Kumar Bagla by their mutual consent by way of family settlement on or about 23rd October 1965.
- C. While thus being seized and possessed of their respective allotments as exclusive owners of their respective allotted properties, the said Pradeep Kumar Bagla and Shakuntala Devi Bagla filed a suit being Suit No. 54 of 1966 before the Ld. Court of Civil Judge at Aligarh against Madan Gopal Bagla, inter alia, praying for declaration of their absolute ownership in the their respective properties out of the joint family properties so partitioned (which inter alia included the Larger Property) and for other relief.
- D. By Judgment dated 1st October 1966 and Decree dated 12th October 1966 passed in the said Suit No. 54 of 1966 by the Ld. Civil Judge at Aligarh, it was decreed on compromise between the parties to the said Suit that the said Shakuntala Devi Bagla acquired and was the sole and absolute owner of the Larger property in its entirety.

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- E. The said Smt. Shakuntala Devi Bagla mutated her name in the records of the Howrah Municipal Corporation wherein the Larger Property was split into and assessed as several municipal numbers being municipal holding/premises Nos. 160, 160/1, 160/2, 160/3, 160/4, 160/5, 160/6 and 160/7, J.N. Mukherjee Road, Howrah.
- F. The said Smt. Shakuntala Devi Bagla a Hindu governed by the Mitakshara School of Hindu Law died on 15th February 2005 after making and publishing her Last Will and Testament dated 7th November 2001 whereby and whereunder she appointed her said son Pradeep Kumar Bagla as the Sole Executor and gave devised and bequeathed the Larger Property to her grand daughter-in-law namely Praneeta Bagla absolutely and forever.
- G. The said Pradeep Kumar Bagla as Sole Executor appointed by the said Will of Shakuntala Devi Bagla applied for Probate in respect of the said Will before the District Delegate at Howrah wherein the said Will was proved and Probate was granted to him in Probate Case No. 14 of 2008 by the District Delegate at Howrah on 4th August, 2009.
- H. The said Pradeep Kumar Bagla, as such Sole Executor by his acts assented and consented to the bequests made in the said Last Will and Testament dated 7th November 2001 and made over and delivered the Larger Property to the said Praneeta Bagla who became the sole and absolute owner thereof.
- I. The said Praneeta Bagla from time to time for valuable consideration sold and transferred the Larger Property in different parts and portions to different persons by 19 several sale deeds as follows:-

Sl no.	Particulars of sale deed	Property sold	Municipal holding/premise number	Area of land	Area in Satak
1	Sale Deed dated 8 th April 2011 registered with the Additional District Sub Registrar Howrah in	Portion of land and	160	1 Contah & Chitrack 10 Square feet	229






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	Book I CD Volume No. 14 Pages. 5442 to 5460 Being No.2201 for the year 2011 between Praneeta Bagla as Vendor and one Amit Toth as Purchaser.	building/ structures		more or less	
2.	Sale Deed dated 8 th April 2011 registered with the Additional District Sub Registrar Howrah in Book I Volume No. 14 Pages. 1815 to 1833 Being No.2194 for the year 2011 between Praneeta Bagla as Vendor and one Samir Kumar Gupta as Purchaser.	Portion of land and building/ structures	160 (part) new 160/ A	1 Cottah 5 Chittack 35 Square feet.	3.25
3.	Sale Deed dated 8 th April 2011 registered with the Additional District Sub Registrar Howrah in Book I Being No.2186 for the year 2011 between Praneeta Bagla as Vendor and one Kalpana Gupta as Purchaser.	Portion of land and building/ structures	160/1	3 Cottah 8 Chittack 4 Square feet	5.79
4.	Sale Deed dated 8 th April 2011 registered with the Additional District Sub Registrar Howrah in Book I Volume No. 14 Pages. 3311 to 3331 Being No.2197 for the year 2011 between Praneeta Bagla as Vendor and one Kalpana Gupta as Purchaser.	Portion of land and building/ structures	160/2	2 Cottah 12 Chittack 34 Square feet	4.62
5.	Sale Deed dated 8 th April 2011 registered with the Additional District Sub Registrar Howrah in Book I CD Volume No. 14 Pages. 4342 to 4360 Being No.2182 for the year 2011 between Praneeta Bagla as Vendor and one	Portion of land and building/ structures	160/3	2 Cottah 8 Chittack 43 Square feet	4.23



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	Devidas Kumar Drolia as Purchaser.				
6.	Sale Deed dated 8 th April 2011 registered with the Additional District Sub Registrar Howrah in Book I CD Volume No. 14 Pages. 4285 to 4303 Being No.2191 for the year 2011 between Prameeta Bagla as Vendor and one Devendra Kumar Sharma as Purchaser.	Portion of land and building/ structures	160/3 (part) now 160/3 /1	2 Cottah 10 Chittack 44 Square feet.	4.44
7.	Sale Deed dated 8 th April 2011 registered with the Additional District Sub Registrar Howrah in Book I Volume No. 14 Pages. 3941 to 3959 Being No.2188 for the year 2011 between Prameeta Bagla as Vendor and one Binay Chaudhary as Purchaser.	Portion of land and building/ structures	Undivided one-half share in 160/4	Undivided 3 Cottah out of 6 Cottahs	4.96
8.	Sale Deed dated 8 th April 2011 registered with the Additional District Sub Registrar Howrah in Book I Volume No. 14 Pages. 3922 to 3940 Being No.2189 for the year 2011 between Prameeta Bagla as Vendor and one Binay Chaudhary as Purchaser.	Portion of land and building/ structures	Undivided one-half share in 160/4	Undivided 3 Cottah out of 6 Cottahs	4.96
9.	Sale Deed dated 8 th April 2011 registered with the Additional District Sub Registrar Howrah in Book I Volume No. 14 Pages. 3146 to 3164 Being No.2181 for the year 2011 between Prameeta Bagla as Vendor and one Ramesh	Portion of land and building/ structures	Undivided one-half share in	Undivided 3 Cottah 10 Chittack 39 Square feet out of 7 Cottah 5 Chittack 33	6.1

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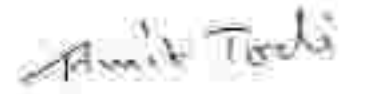


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	Kumar Gupta as Purchaser.		160/5	Square feet	
10.	Sale Deed dated 8 th April 2011 registered with the Additional District Sub Registrar Howrah in Book I Volume No. 14 Pages. 3291 to 3310 Being No.2196 for the year 2011 between Praneeta Bagla as Vendor and one Ramesh Kumar Gupta as Purchaser.	Portion of land and building/ structures	Undivided one-half share in 160/5	Undivided 3 Cottah 10 Chittack 38 Square feet out of 7 Cottah 5 Chittack 32 Square feet.	6.1
11.	Sale Deed dated 8 th April 2011 registered with the Additional District Sub Registrar Howrah in Book I Volume No. 14 Pages. 2154 to 2172 Being No.2199 for the year 2011 between Praneeta Bagla as Vendor and one Samir Kumar Gupta as Purchaser.	Portion of land and building/ structures	Undivided one-half share in 160/6	Undivided 1 Cottah 14 Chittack 38 Square feet out of 3 Cottah 13 Chittack 31 Square feet.	3.19
12.	Sale Deed dated 8 th April 2011 registered with the Additional District Sub Registrar Howrah in Book I Volume No. 14 Pages. 2234 to 2253 Being No.2200 for the year 2011 between Praneeta Bagla as Vendor and one Samir Kumar Gupta as Purchaser.	Portion of land and building/ structures	Undivided one-half share in 160/6	Undivided 1 Cottah 14 Chittack 38 Square feet out of 3 Cottah 13 Chittack 31 Square feet.	3.19
13.	Sale Deed dated 8 th April 2011 registered with the Additional District Sub Registrar Howrah in Book I Volume No. 14 Pages. 2215 to 2233 Being No.2184 for the year 2011 between Praneeta Bagla as Vendor and one Samir Kumar Gupta as Purchaser.	Portion of land and building/ structures	160/7 (part) now 160/7 A	Divided and demarcated 2 Cottah	3.3


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14.	Sale Deed dated 8 th April 2011 registered with the Additional District Sub Registrar Howrah in Book I Volume No. 8 Pages: 5292 to 5310 Being No.2183 for the year 2011 between Praneeta Bagla as Vendor and one Krishan Gopal Chaudhary as Purchaser.	Portion of land and building/ structures	160/7 (part) now 160/7 /1	Divided and demarcated 2 Cottah 15 Chittacks 23 Square feet.	4.91
15.	Sale Deed dated 8 th April 2011 registered with the Additional District Sub Registrar Howrah in Book I CD Volume No. 8 Pages: 5182 to 5200 Being No.2198 for the year 2011 between Praneeta Bagla as Vendor and one Amit Todi as Purchaser.	Portion of land and building/ structures	160/7 (part)	Divided and demarcated 3 Cottah 7 Square feet.	4.97
16.	Sale Deed dated 8 th April 2011 registered with the Additional District Sub Registrar Howrah in Book I CD Volume No. 14 Pages: 5305 ⁴³⁰⁴ to 5322 ⁴³²² Being No.2192 for the year 2011 between Praneeta Bagla as Vendor and one Sangita Todi as Purchaser.	Portion of land and building/ structures	160/7 (part) now 160/7 /1	Undivided 3 Cottah 8 Square feet (subsequently divided as recited herein-after)	4.98
17.	Sale Deed dated 8 th April 2011 registered with the Additional District Sub Registrar Howrah in Book I CD Volume No. 14 Pages: 5461 to 5479 Being No.2190 for the year 2011 between Praneeta Bagla as Vendor and one Dinesh Kumar Choudhary and Ramon Kumar Choudhary as Purchasers.	Portion of land and building/ structures	160/7 (part) now 160/7 /1	Undivided 2 Cottah 15 Chittacks 22 Square feet.	4.90
18.	Sale Deed dated 8 th April 2011 registered with the Additional	Portion of land	160/7 (part)	Undivided 2 Cottah 13	4.70

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	District Sub Registrar Howrah in Book I CD Volume No. 14 Pages. 5934 to 5952 Being No.2193 for the year 2011 between Praveen Bagla as Vendor and one Ramani Todi as Purchaser.	and building/ structures	now 160/7 /1	Chittacks 22 Square feet	
19	Sale Deed dated 8 th April 2011 registered with the Additional District Sub Registrar Howrah in Book I CD Volume No. 14 Pages. 5915 to 5933 Being No.2195 for the year 2011 between Praveen Bagla as Vendor and one Mina Todi as Purchaser.	Portion of land and building/ structures	160/7 (part) now 160/7 /1	Undivided 2 Cottah 13 Chittack 22 Square feet	8.70
	Total			51 Cottah 2 Chittack 22 Square feet	84.58

- J. The said First Party and abovenamed other Co-owners mutated their name in the records of the Howrah Municipal Corporation in respect of the Larger Property which now comprises of municipal holding/premises Nos. 160, 160/A, 160/1, 160/2, 160/3, 160/3/1, 160/4, 160/5, 160/6, 160/7 and 160/7/1, J.N Mukherjee Road, Howrah. The area of the Larger Property was subsequently found upon survey and measurement to be 51 Cottah 13 Chittack 22 Square feet more or less.
- K. By an amicable partition between the First Party No. 4 and the remaining co-owners of Premises/Holding No. 160/7 (presently known as Premises/Holding No. 160/7/1), J.N Mukherjee Road, Howrah, the said Sangita Todi has been allocated a divided and demarcated portion thereof measuring 3 Cottah 8 Square feet which is described in the First Schedule hereto and delineated in the plan annexed in the said Premises/Holding and mutated her name in the records of the Howrah Municipal Corporation.
- L. Out of the aforesaid 19 Sale Deeds, by the Sale Deeds mentioned in Serial Nos. 1, 5, 7, 8 and 16 the First Party hereto purchased their respective portions of the Subject Property and have also got their names mutated and recorded in respect thereof in the Records of Rights of BL&LRO.

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THE THIRD SCHEDULE ABOVE REFERRED TO:
FIRST PARTY'S INTERNAL AGREED PROPORTION

Sl. No.	Name of OWNERS	%age of each OWNER out of total 100%
1	Amit Todi	7.75
2	Devendra Kumar Drolia	14.60
3	Binay Chaudhary	53.75
4	Sangita Todi	21.90
	TOTAL:	100.00

THE FOURTH SCHEDULE ABOVE REFERRED TO:

TENTATIVE LIST OF COMMON AREAS AND INSTALLATIONS

1. AREAS:

- (a) Main gate and entrance.
- (b) Open and covered paths and passages within the building.
- (c) Lobbies and staircases.
- (d) Pump room and Electric Meter room.
- (e) Stair Head room, Lift Machine Room, Lift well.
- (f) Boundary walls.
- (g) Roof Right is common.
- (h) Common Staff toilet in the ground floor.

2. WATER AND PLUMBING: Water reservoirs, water tanks, water pipes (excepting those inside any unit) and deep tube well, if any.

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3. ELECTRICAL INSTALLATIONS:

- (a) Wiring and accessories for lighting of common areas.
- (b) Pump and motor.
- (c) Lift and Lift machinery.
- (d) Fire fighting equipment in the building, if any.

4. DRAINS: Drains, sewers and pipes.

5. Purified Water Supply.

6. Decorative Ground Floor Lobby.

7. 24 hours security service with Intercom, CCTV.

8. OTHERS: Other common areas and installations and/or equipments as are provided in the building for common use and enjoyment.

9. All Amenities.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Specifications in respect of the Unit/s comprised in the First Party's Allocation and the Designated Building)

- 1. FOUNDATION AND SUPER STRUCTURE: Piled / RCC framed structure.
- 2. WALLS: Exterior Wall: Weather coat/texture paint finish.
Interior Wall: POP finish.
- 3. FLOORING: Vitrified Tiles.
- 4. GROUND LOBBY & STAIRS: Elegant lobby with marble/granite Tile finish.
- 5. ELECTRICALS: Insulated copper wiring (Anchor or Equivalent) with sufficient switches and MCB in each flat. A.C. points in Living/dining and all bed rooms.

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6. BATHROOM: Anti-skid tiles/ceramic tiles flooring with wall dado upto door height. CP fittings of Jaguar/Ess Ess/Hindware or equivalent make.
7. KITCHEN : Anti-skid tiles upto 2 feet above the Counter / platform.
8. DOORS:
 - a) Main Door: Good quality Panelled door.
 - b) Internal Doors: Laminated/Painted Flush door.
9. WINDOWS: Aluminum sliding windows with Glass along with grills.
10. LIFT : Lift of repute make.
11. GENERATOR : Generator back up (for 3 BHK-1,000 Watt and for 2 (BHK-750 Watt)
12. ELECTRICITY: Transformer.
13. Extras for Club, Swimming Pool and for any other facilities are Mandatory to pay extra.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

EXTRAS AND DEPOSITS:

EXTRAS shall include:

- (a) all costs, charges and expenses on account of HT & LT power (including Substation, Transformers, Switch gears, cables, HT & LT panels and the like) and all the amounts payable to the electricity service provider;
- (b) Security or any other deposit (including minimum deposits or any deposit by any name called) and all additional amounts or increases thereof payable to the electricity service provider, presently being CESC/WBSEB Limited or other electricity service provider for electricity connection at the Building Complex.
- (c) all costs, charges and expenses on account of one or more generators and like other power-backup equipment and all their accessories (including cables, panels and the like) for the Building Complex ;
- (d) Betterment fees, development charges, water connection charges and other levies taxes duties and statutory liabilities (save those being the exclusive liability of the First Party) that may be charged on the Subject Property or the buildings or the Units or on their transfer or construction partially or wholly, as the case may be.
- (e) Cost of formation of Association/service maintenance company/society.

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- (f) Club and Club related facilities, equipments and installation, if so provided by the Second Party.
- (g) Service tax, Value Added Tax (VAT), or any other statutory charges/levies.

DEPOSITS (which shall be interest free) shall include:

- (a) Deposit on account of maintenance charges, common expenses, municipal rates and taxes etc.
- (b) Any other deposits if so made applicable by the Second Party for the Units, with the consent of the First Party, in the Building Complex.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

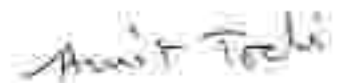
PART-1


1. **OUTGOINGS AND TAXES:** The First Party binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-
- (a) Property taxes, Rates taxes and khajana/land revenue and water tax, if any, assessed on or in respect of the First Party's Allocation and the Appurtenances directly to the concerned Authority Provided That so long as the First Party's Allocation is not assessed separately for the purpose of such rates and taxes, the First Party shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said premises.
- (b) All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the First Party's Allocation or the Appurtenances or the Building or the said premises and whether demanded from or payable by the First Party or the Maintenance In-charge and the same shall be paid by the First Party wholly in case the same relates to the First Party's Allocation and/or the Appurtenances and proportionately in case the same relates to the Building or the said premises or any part thereof.
- (c) Electricity charges for electricity consumed in or relating to the First Party's Allocation and the Appurtenances (including any applicable minimum charges, proportionate share of the electricity charges for loss of electricity due to amortization and transmission).
- (d) Charges for water, and other utilities consumed by the First Party and/or attributable or relating to the First Party's Allocation and the





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Appurtenances against demands made by the Appropriate Authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the First Party's Allocation and/or the Appurtenances, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.

- (e) Proportionate share of all Common Expenses (including those mentioned in Part-III of the Fourth Schedule hereto) to the concerned Maintenance In-charge. In particular and without prejudice to the generality of the foregoing the First Party shall pay to the Maintenance-In-charge, maintenance charges calculated at such rate as be decided by the Second Party. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.
- (f) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the First Party.
- (g) Service Tax, Vat, GST and any applicable tax, cess, imposition or levy in respect of any amounts and outgoings payable by the First Party and also all penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the First Party in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

- 2.1 All payments mentioned in this agreement shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the First Party or in the letter box in the ground floor earmarked for the First Party's Allocation **Provided That** any amount payable by the First Party directly to any authority shall always be paid by the First Party within the stipulated due date in respect thereof and the First Party shall bear and pay the same accordingly and without any delay, demur or default and indemnify and keep indemnified the Second Party and the Maintenance-in-Charge and all other Co-owners for all losses damages costs claims demands and proceedings as may be suffered by them or any of them due to non-payment or delay in payment of all or any of such amounts and outgoings. Any discrepancy or dispute that the First Party may have on such bills

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shall be sorted out within a reasonable time but payment shall not be withheld by the First Party owing thereto.

- 2.2 The liability of the First Party to pay the aforesaid outgoings and impositions shall accrue with effect from the date of delivery of possession of the First Party's Allocation by the Second Party to the First Party or the 16th day from the date of the Second Party giving the Notice for Possession to the First Party.
- 2.3 It is expressly agreed and understood that so long as the Second Party or its nominee be the Maintenance In-charge, the First Party shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred.

PART-II

(RULES AND REGULATIONS)

1. The First Party binds himself and covenants:
- (a) to use the First Party's Allocation only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Second Party first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the First Party's Allocation or any activity which may cause nuisance or annoyance to the Co-owners. It is expressly agreed that any restriction on the First Party shall not in any way restrict the right of the Second Party to use or permit any other Unit or portion of the New Building to be used for non-residential purposes.
- (b) unless the right of parking is expressly granted to the First Party, the First Party shall not park any motor car at any place in the said premises (including at the open spaces at the said premises) AND if the right to park motor car is so expressly agreed to be granted, the First Party shall use the Parking Space(s) so agreed to be granted, only for the purpose of parking of his medium sized motor car (i.e. not exceeding the size of "Honda City" make). No construction or storage of any nature shall be permitted nor can the same be used for rest, recreation or sleep of servants, drivers or any person whatsoever. The First Party shall not park any vehicle of any description anywhere within the Building Complex save only at the place if agreed to be granted to him. The First Party will be preferentially entitled to purchase a car parking space from the Second Party at the price at which the Second Party will sell car parking space within the Complex at that material point in time.





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- (c) not to grant transfer let out or part with the right of parking car, if such right of parking is agreed to be granted hereunder, independent of the First Party's Allocation nor vice versa, with the only exception being that the First Party may grant transfer let out or part with the right of parking car or the First Party's Allocation independent of the other to any other Co-owner of the New Building and none else.
- (d) to put or install window or split model air-conditioned Unit(s) only at the place(s) and in the manner specified by the Second Party and at no other place to strictly maintain the outer elevation synergy of the Building Complex.
- (e) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the New Building save at the place as be approved or provided by the Maintenance In-charge **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the First Party to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the First Party shall open out any additional window or alter the size of any window as be provided in the First Party's Allocation or any other apparatus protruding outside the exterior of the First Party's Allocation.
- (f) to apply for and obtain at his own costs separate assessment and mutation of the First Party's Allocation in the records of the concerned authorities within 6 (six) months from the date of possession.
- (g) not to commit or permit to be committed any form of alteration or changes in the First Party's Allocation or in the beams, columns, pillars of the New Building passing through the First Party's Allocation or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the New Building nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the New Building or any part thereof.
- (h) not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- (i) to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the First Party's Allocation at all reasonable times for construction and completion of the New Building

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and the Common Purposes and to view and examine the state and condition thereof and make good all defects, decays and want of repair in the First Party's Allocation within 7 days of giving of a notice in writing by the Maintenance In-charge to the First Party thereabout;

- (j) to keep the First Party's Allocation and walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections, fittings and installations, entrance and main entrance and exit serving any other Unit in the New Building in good and substantial repair and condition so as to support shelter and protect the other units and/or parts of the New Building and not to do or cause to be done anything in or around the First Party's Allocation which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the First Party's Allocation.
- (k) not to commit or permit to be committed any alteration or changes in, or draw from outside the New Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the First Party's Allocation and any other Unit in or portion of the Building Complex.
- (l) to co-operate with the Maintenance In-charge in the management, maintenance control and administration of the Building Complex and the Premises and other Common Purposes.
- (m) to keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said premises free from obstructions and encroachments and in a clean and orderly manner and not to deposit, store or throw or permit to be deposited, stored or thrown any goods, articles or things or any rubbish or refuse or waste therein or in the Common Areas and Installations and the said Premises or dry or hung clothes outside the First Party's Allocation.
- (n) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Electricity Provider, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the First Party's Allocation as well as the user, operation and maintenance of lift, generator, water, electricity, transformer, if any, drainage, sewerage and other installations and amenities at the Building Complex.

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24 MAY 2016

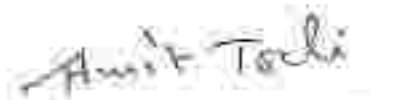
- (o) not to alter the outer elevation or façade or colour scheme of the New Building (including grills, verandahs, lounges, external doors and windows etc.) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Second Party as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the First Party's Allocation or the New Building otherwise than in the manner agreed by the Maintenance-in-charge in writing or in the manner as near as may be in which it was previously decorated.
- (p) not to install grills the design of which have not been suggested or approved by the Second Party or the Architects.
- (q) not to fix or install any antenna on the roof or any part thereof except at the place identified and permitted by the Second Party therefor nor shall fix any window antenna.

1.1 In the event of the First Party failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, khajana/land revenue and taxes, Common Expenses or any other amounts payable by the First Party under these presents and/or in observing and performing the covenants terms and conditions of the First Party hereunder then without prejudice to the other remedies available against the First Party hereunder, the First Party shall be liable to pay to the Maintenance-in-charge, interest at the rate of 2% per annum on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to:

- a) disconnect the supply of electricity to the First Party's Allocation,
- b) withhold and stop all other utilities and facilities (including lift, generator, water, etc.) to the First Party and his employees customers agents tenant or licensees and/or the First Party's Allocation,
- c) to demand and directly realize rent and/or other amounts becoming payable to the First Party by any tenant or licensee or other occupant in respect of the First Party's Allocation.

P.B.


Sangita Tochi



Additional District
Sub-Registrar, Howrah

24 MAY 2016

PART-III
(COMMON EXPENSES)

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating replacing and renewing etc. of the main structure and in particular the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas and Installations of the Designated Building and of the Building Complex (including lifts, generators, intercom, water pump with motor, Club related equipments, etc.), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Designated Building and/or the Building Complex and/or the Club and related facilities and/or enjoyed or used by the First Party in common with other occupiers or serving more than one Unit/Flat and other saleable space in the Building and at the Premises, main entrance, landings and staircase of the Building enjoyed or used by the First Party in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the Common Areas and Installations, the main entrance, passages, driveways, landings, staircases and other parts of the Designated Building and/or the Building Complex so enjoyed or used by the First Party in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations (including lifts, generators, intercom, water pump with motor, Club related equipments, etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
4. **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).
6. **INSURANCE:** Insurance premium for insurance of the Building against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.

 
P.B.

Anil Tochi
Sargida Tochi



Additional District
Sub-Registrar, Howrah

24 MAY 2016

8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Vendor and/or the Association for the common purposes.


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


EXECUTED AND DELIVERED by the abovenamed **FIRST PARTY** at Kolkata in the presence of:

- 1) 
Anil Kumar Das
Langhikhal
Bhadracharya
012444
- 2) 
Sushmita Ghosh

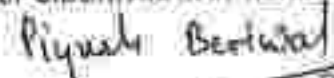
Amit Toeli
Dhendra Ka Drolia
Prinay Chandra
(BINAY CHAUDHARY)
Sangita Toeli

EXECUTED AND DELIVERED by the abovenamed **SECOND PARTY** at Kolkata in the presence of:

- 1) 
Sushmita Ghosh
4/3, Middle Lane Street
Kolkata - 700071

- 2) 
Anil Majumdar
Advocate
185/2 Home Street
Kolkata - 700001

For SIDDHIVINAYAK REALCON LLP


Piyush Beriwal
Partner

(PIYUSH BERIWAL)

Drafted by me:-
Anil Majumdar Advocate
#10 DCF Head Associates
185/2 Home Street
40 vice Home,
Kolkata - 700001

F-763/2012



Additional District
Sub-Registrar, Howrah

24 MAY 2016
.....

RECEIPT AND MEMO OF CONSIDERATION

Received from the within named Second Party the within mentioned sum of Rs.26,000,00/- (Rupees twenty-six lacs only) towards part payment of the Security Deposit as follows:-

MEMO OF CONSIDERATION

S.L. NO.	Demand Draft/Cheque Numbers	Date	Bank	Payee	Amount (Rs.)
1.	837371	10.05.2016	Kotak Mahindra Bank Ltd.	Devendra Kumar Drolia	379600/-
2.	837372	10.05.2016	Kotak Mahindra Bank Ltd.	Sangita Todi	569400/-
3.	837373	10.05.2016	Kotak Mahindra Bank Ltd.	Amit Todi	201500/-
4.	837374	10.05.2016	Kotak Mahindra Bank Ltd.	Binay Chaudhary	1449500/-
TOTAL					26,000,00/-

(Rupees twenty six lacs only)

WITNESSES:

- 1) Lushmita Gulia
- 2) Pratik Meherjee
- 3) Pooja Kulkarni

Amit Todi
Devendra K. Drolia
Binay Chaudhary
Sangita Todi



Additional District
Sub-Registrar, Howrah

24 MAY 2016
.....

Annexure B to the Agreement

PROJECT SITE

ALL THAT messuages tenements hereditaments building shed structure and premises Together With piece or parcel of land or ground thereunto belonging whereon or on parts whereof the same are erected and built containing an area of 51 Cottah 13 Chittack 22 Square feet or 84.58 Satak be the same a little more or less situate lying at and being Undivided portion of municipal premises/holding Nos. 160, 160/A, 160/1, 160/2, 160/3, 160/3/1, 160/4, 160/5, 160/6, 160/7 and 160/7/1 J.N Mukherjee Road, Howrah -711106, under Ward No. 4 of Howrah Municipal Corporation comprised in R.S Dag Nos. 297, 298 and 299 recorded in R.S. Khattian No.148 in Mouza Malipanchghura, J.L. No.1, Police Station Malipanchghura, Additional District Sub Registrar Howrah and delineated in the plan being Annexure A duly bordered thereon in "BLUE".

(Piyushi Senigal)

P.B

Amit Toeli
Devendra Ka Doolia
Anwar Chatterjee
Sangita Toeli



**Additional District
Sub-Registrar, Howrah**

24 MAY 2018
12:00 PM

PROJECT SITE :-
SHOWING THE SUBJECT PROPERTY AT MUNICIPAL
HOLDING NOS. 160, 160/ 3, 160/ 4 & 160/ 7/ 1 J.N.
MUKHERJEE ROAD, WARD NO - 4 UNDER HOWRAH
MUNICIPAL CORPORATION, P.S.- MALIPANCHHORA,
DISTRICT - HOWRAH. (SCALE : 1 : 960)

NOTES:-
 1. THE SUBJECT PROPERTY IS BOUND BY THE ROAD, 20 FT. OF LAND, 10 FT. OF OPEN SPACE
 2. PROPERTY BOUNDING LINE IS AS SHOWN IN THE DRAWING AND THE DISTANCE BETWEEN THE
 3. FROM THE PROPERTY TO THE ROAD, 10 FT. OF OPEN SPACE AND 10 FT. OF OPEN SPACE
 4. BOUNDING LINE IS AS SHOWN IN THE DRAWING AND THE DISTANCE BETWEEN THE

TOTAL AREA OF SUBJECT PROPERTY :- 12K-15U-10SFT (1,866.371 SQ.M.)

SHOWN IN RED BORDER

NAME OF THE DEVELOPER :- SIDDH VINAYAK REAL CON. LLP.

157, J. N. MUKHERJEE ROAD



*Amrit Tackli
 Sangita Tackli
 Directors of the Project
 157-158 J.N. Mukherjee Road*

For SIDDH VINAYAK REALCON LLP
Piyush Barua
 Director

DRAWN BY
PANKAJ DAS
 EOI - 11












SIGNATURE OF OWNERS












SIGNATURE OF DEVELOPER














Additional District
Sociological Officer

21 MAY 2010
1000

<i>Finger prints of the executant</i>					
 <p>Amit Tochi</p>					
	Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little












<i>Finger prints of the executant</i>					
 <p>Dinesh Kumar Datta</p>					
	Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little












<i>Finger prints of the executant</i>					
 <p>Anil Kumar</p>					
	Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little



Additional District
Sub-Registrar, Howrah

24 MAY 2016

<i>Finger prints of the executant</i>					
 <p>Sanjita Tadi</p>					
	Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
					
Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little	

<i>Finger prints of the executant</i>					
 <p>Rishabh Gargwal</p>					
	Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
					
Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little	



Additional District
Sub-Registrar, Howrah

4 MAY 2015

1. Photographs of the Parties submitting the Declaration at Private Residence.

Sl. No.	Name of the Proprietor	Category	Photo	Finger Print	Signature with date
1	Mrs Sangeeta Devi Kanchan Chandra Das Daha P.O. Bhabani P.S. Kandali Bhabani Danga (Thana) P.O. Banga, Dist. P.O. Jhansi	Landlord			Sangeeta Devi 24-05-2016
2	Mr. Rajib Kumar Das 20, Sector 5, Taptak City, P.O. Kanchi CC Bonga P.A. Bilwamali, District Bonga P.O. District Chandernagar, Dist. P.O. Taptak	Mortgagee owner of Grosser (SOD) in NAYAK REGULU WELFARE			Rajib Kumar Das 24-05-2016
3	Name and Address of Notariable Mr. Rajib Kumar Das Sector 5, Taptak CC Bonga P.A. Bilwamali, District Bonga P.O. District Chandernagar, Dist. P.O. Taptak	Identifier of Mr. Rajib Kumar Das 20, Sector 5, Taptak CC Bonga P.A. Bilwamali, District Bonga P.O. District Chandernagar, Dist. P.O. Taptak	Signature with date Rajib Kumar Das 24/05/16		

(Write Date)
 ADDITIONAL DISTRICT
 SUB REGISTRAR
 OFFICE OF THE A.D.S.R.
 HOWRAH
 Howrah, West Bengal



Additional District
Sub-Registrar, Howrah

24 MAY 2018


भारत सरकार
GOVERNMENT OF INDIA
सर्वोच्च निर्देशिका
IDENTITY CARD

पञ्जाब
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पञ्जाब सरकार



Additional District
Sub-Registrar, Howrah

24 MAY 2016



Philly Tails
26105116



Philly Tails
26105116



Additional District
Sub-Registrar, Horshahalli

7 MAY 2016
1111


बिहार निर्वाचन आयोग
Bihar Election Commission
ELECTION COMMISSION OF INDIA
IDENTITY CARD
CHX0227014

निर्वाचक संख्या	: सचिन चौधरी
Candidate's Name	: Anil Tuli
पिता का नाम	: रामचंद्रप्रसाद चौधरी
Father's Name	: Ramchandra Tuli
पिं.सं.	: 29/11
जन्म तिथि	: XX/XX/XX
Date of Birth	: XX/XX/XX

Anil Tuli
24/05/16

Additional District
Sub-Region, Houston



CHK3227014

State
I hereby certify that the above is a true and correct copy of the original as filed in my office.

Address:
1. WASHINGTON ROAD, HOUSTON BUSINESS
COMPLEX, HOUSTON, TEXAS 77056

Handwritten signature

Date: 08/10/2014
110-1000 West Loop West, Suite 1000
Houston, Texas 77027
Permitted Signature of the Election
Registration Officer for
17th-Houston Urban County

This official seal is valid only if it is used in connection with the filing of a document in my office. It is not valid if it is used for any other purpose. If you are filing a document in my office, you must use this seal. If you are filing a document in another office, you must use the seal of that office. If you are filing a document in a court, you must use the seal of that court. If you are filing a document in a government agency, you must use the seal of that agency. If you are filing a document in a private organization, you must use the seal of that organization. If you are filing a document in a public office, you must use the seal of that office. If you are filing a document in a private office, you must use the seal of that office. If you are filing a document in a public office, you must use the seal of that office. If you are filing a document in a private office, you must use the seal of that office.

Handwritten signature: Anita Toshi
Handwritten number: 2410576


 भारत सरकार
 Election Commission of India
 भारतीय निर्वाचन आयोग

WY0024184




आरक्षक को : *श्री. देवेंद्र सिंह*

Voter's name : *Deendra Singh*

Serial no : *100000000*

Father's name : *श्री. देवेंद्र सिंह*

GP No : *006 / 100*
 पंचायत समिति : *00000000*

Deendra Singh

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Devendra K. Dalia,



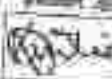
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PERMANENT ACCOUNT NUMBER
ADPD6673A

MR NAME
DEVENDRA DROLIA

MR MR FATHER'S NAME
BHAGWAN DROLIA

MR BR. DATE OF BIRTH
11-05-1981

MR SIGNATURE



CHITRA
1997-98, 1.8.00
COMMISSIONER OF INCOME TAX, N.S. 12

Devendra K. Drolia,

इस कार्ड के लिये / लिए जारी यह प्रमाण पत्रि अर्थात्
कार्ड प्रमाणित की सुविधा / सुविधा यह है
एडमिशन कार्ड (एडमिशन कार्ड प्रमाणित),
47,
वीरगंज रोड,
आगरा - 200 009.

In case this card is justified, kindly inform us in
the nearest authority.
Joint Commissioner of Income-tax Systems & Technical,
A.G.



Additional District
Sub-Commissioner, Income Tax

E. A. HAYASHI
7/1/2013

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

EMAY CHAUDHARY

SITA RAM CHAUDHARY

30/03/1978

Permanent Account Number
AEYPC5427G

11/11/2018



Handwritten text, possibly a signature or address, located above the first typed block.

11th and 12th Avenue, Honolulu, Hawaii
11th and 12th Avenue, Honolulu, Hawaii
11th and 12th Avenue, Honolulu, Hawaii
11th and 12th Avenue, Honolulu, Hawaii
11th and 12th Avenue, Honolulu, Hawaii



Handwritten signatures or initials written across the seal.

Additional District
Sub-Registrar, Hawaii

24 MAY 2011



आवृत्त विषय अर्थात आधिकारिक
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता

ए/1, नैपाल चौकी, सीएम
मण्डल, ११ भा. ६, दिल्ली
एड को. ११-११, जम जमदी
पु. अ. को. जम जमदी
दिल्ली, भारत सरकार.
२०००६

Address

50, Nepal Chakri,
Sector Mandala, 11 Part
45, New Delhi
Block-D, New Gyan Ganga
School, Jand Nagar, Mandla
Street 3-D, Mandla Street,
Kolkata, West Bengal
700006



(Handwritten signature)

(Handwritten signature)



Additional Member
Sub-Office, 11-11

24 MAY 2016
11:11

आयकर विभाग
INCOME TAX DEPARTMENT
SANGITA TODI



भारत सरकार
GOVT. OF INDIA

BADHA KISHAN JELAN

30/01/1972
Permanent Account Number
ACXPJ4947Q

Sangita Todi
Signature



Sangita Todi
24-05-2016



Rajesh Bherwal



Faint handwritten text, possibly a signature or name.



Additional District
Sub-Registrar, Howrah

24 MAY 2016



भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार

Unique Identification Authority of India
Government of India



E-Aadhaar Letter

उपलब्धता नम्बर/Enrollment No: 105211017731392

Piyush Barimal (पिपूषु (अभिज्ञान))

CD-205, SECTOR-1, SALT LAKE, Biharsalgram (डी),
North 24 Parganas,
West Bengal - 700064

आपका आधार नम्बर/Your Aadhaar No:

5984 4856 1375



आधार-आधारण मानुष्य अधिकार



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- आधार नम्बर केवल एक है।
- आधार नम्बर केवल एक बार ही प्रयोग में लाया जा सकता है।
- आधार नम्बर को अपडेट करने के लिए आपको अपने आधार प्रोफाइल को अपडेट करना होगा।

- Aadhaar is valid throughout the country.
- You need to read only once for Aadhaar.
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भारत सरकार



भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India



पिपूषु (अभिज्ञान)
Piyush Barimal
जन्म तिथि/DOB: 14/11/1968
पुरुष / MALE



पता:
डी-205, सेक्टर-1,
अहिल, बिहारसलग्राम (डी),
उत्तर 24 पारगना,
पश्चिम बंगाल - 700064

Address:
CD-205 SECTOR-1, SALT LAKE,
Biharsalgram (D), North 24 Parganas,
West Bengal - 700064

5984 4856 1375

5984 4856 1375

आधार-आधारण मानुष्य अधिकार

Aadhaar-Aam Admi ka Adhikar

Piyush Barimal



Additional District
Sub-Registrar, Howrah.

24 MAY 2018



ভারতীয় বিধি পরিচালনা প্রকল্প
 ভারত সরকার
 Unique Identification Authority of India
 Government of India

অনুমতি নং বি.এন.এম.নং: ২০১০/১৯৯৯/১৫০২০

To
 সঙ্গীতা তোলি
 SANGITA TOLI
 ১০০, নয়া তলি
 ১ NAYAN CHANDRA SEN LANE
 BAKSA
 Haldia Corporation
 Sector
 Phase
 West Bengal 741108



আপনার আধার সংখ্যা / Your Aadhaar No. :

9049 1687 1201

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
 Government of India
 নাম: সঙ্গীতা তোলি
 SANGITA TOLI
 পিতা: অক্ষয় চন্দ্র সেন
 Father: AKSHAY CHANDRAN SEN
 (১০, নয়া তলি, বকসা)
 Sector / Phase



9049 1687 1201

আধার - সাধারণ মানুষের অধিকার

Sangita Toli
 ২৫-০৫-২০১৬



Additional District
Sub-Registrar, Howrah

24 MAY 2016

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

CRN: 19-201817-000657857-1

Payment Mode Online Payment

GRN Date: 27/05/2016 13:59:06

Bank: State Bank of India

BRN: IKB3610186

BRN Date: 27/05/2016 14:10:47

DEPOSITOR'S DETAILS

Challan No. : 05020000634015/4/2016
(Date/Year/Day/Year)

Name : Siddhwinayak Realcon LLP

Contact No. : Mobile No. +91 9851993005

E-mail :

Address : 4/1 Middleton Street, 4th Floor, Kolkata 700071

Applicant Name : Mr Sushmita Karma

Office Name :

Office Address :

Status of Depositor : Buyer/Claimant

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 4

PAYMENT DETAILS

Sl No.	Identification No.	Head of A/C Description	Head of A/C	Amount (₹)
1	05020000634015/4/2016	Process Registration - Stamp duty	0000-00-100-000-00	34000

Total

34000

In Words: Rupees Thirty Four Thousand Nine Hundred only



Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue

OFFICE OF THE A.D.S.R. HOWRAH, District Name: Howrah

System I.L.I Sheet of Query No/Year 05020006349/16/2016

Eligibility of the Person(s) applying for Execution of Private Residues

Sl No	Name of the Applicant	Category	PHOTO	Finger Print	Signature with date
1	Mr. Amit Torab Bachchan Prakash, Plot Lane, P.O. Saha P.S. Kolkata, District Chandernagore, WB Pin-741001	Land Lord			Amit Torab 24/05/16
2	Mr. Devendra Kumar Dalia Proprietor, H.I. Road, Madhuti SOURAJ MATINE Kolkata, District Howrah	Land Lord			Devendra Kumar Dalia 24/05/16
3	Mr. Anand Choudhary 400, Number 4 Road Street, P.O. Howrah District, P.S. Howrah Kolkata District, Howrah West Bengal, India, 741001	Land Lord			Anand Choudhary 24/05/16

501



Additional District
Sub-Registrar, Hoshiarpur

24 MAY 2016

Seller, Buyer and Property Details

A. Land Lord & Developer Details

Presentant Details	
Sl. No.	Name and Address of Presentant
1	Mr Piyush Barwal CD-206, Sector-1, Salt Lake City, P.O - Salt Lake CC Block, P.S - Bidhannagar, District -North 24- Parganas, West Bengal, India. PIN - 700071

Land Lord Details	
Sl. No.	Name, Address, Photo, Finger print and Signature
1	Mr Amit Todi Son of Mr. Karthiyalal Todi 2, Narayan Chandra Sen Lane, P.O- Salka, P.S- Golabari, Howrah, District-Howrah, West Bengal, India, PIN - 711108 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No. AMAPT1152A, Status : Individual, Date of Execution : 24/05/2016, Date of Admission : 24/05/2016, Place of Admission of Execution : Pvt. Residence
2	Mr Devendra Kumar Drolia Son of Mr. Bhagwan Drolia Lama Bahal, Brajraj Nagar, P.O- Brajraj Nagar, P.S- BRAJRAJ NAGAR, District-Jharsuguda, Orissa, India, PIN - 768216 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No. ADPPD6673A, Status : Individual, Date of Execution : 24/05/2016, Date of Admission : 24/05/2016, Place of Admission of Execution : Pvt. Residence
3	Mr Brijay Chaudhary Son of Mr. Sitaram Chaudhary 400, Nissala Ghat Street, P.O.- Beadon Street, P.S.- Jorabagan, Kolkata, District-Kolkata, West Bengal, India, PIN - 700006 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No. ABYPC5427G, Status : Individual, Date of Execution : 24/05/2016, Date of Admission : 24/05/2016, Place of Admission of Execution : Pvt. Residence
4	Mrs Sangita Todi Wife of Mr. Anup Todi 2, Narayan Chandra Sen Lane, P.O- Salka, P.S- Golabari, Howrah, District-Howrah, West Bengal, India, PIN - 711106 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No. ACXPJ4947G, Status : Individual, Date of Execution : 24/05/2016, Date of Admission : 24/05/2016, Place of Admission of Execution : Pvt. Residence

Developer Details

Sl. No.	Name, Address, Photo, Finger print and Signature
1	SIDDHIVINAYAK REALCON LLP 4/1, Middleton Street, 4th Floor, P.O-> Park Street, P.S:- Shakespear Sarani, District: South 24-Parganas, West Bengal, India. PIN - 700071 PAN No: ACWFS1A07P., Status : Organization, Represented by representative as given below:-
1(1)	Mr Piyush Beriwal CD-205, Sector-1, Salt Lake City, P.O.- Salt Lake CG Block, P.S- Bidhannagar, District-North 24-Parganas, West Bengal, India. PIN - 700071 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No: ALUP54075D., Status : Representative, Date of Execution : 24/05/2016; Date of Admission :24/05/2016; Place of Admission of Execution : Pvt. Residence

B. Identifier Details

Identifier Details			
Sl. No.	Identifier Name & Address	Identifier of	Signature
1	Mr Raj Kumar Agarwal Son of Late: Shyam Sundar Agarwal 30/1, Renial Durga Road, Bhadrakali, P.O.- Bhadrakali, P.S.- Uttarpara, Hooghly-chinsurah, District: Hooghly, West Bengal, India, PIN - 712232 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of India;	Mr Amit Todi, Mr Devendra Kumar Droia, Mr Binay Chaudhary, Mrs Sangita Todi, Mr Piyush Beriwal	

C. Transacted Property Details

Land Details						
Sl. No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District Howrah, P.S.- Malpanchghera, Corporation: HOWRAH MUNICIPAL CORPORATION, Road/ J. N. Mukherjee Rd., Premises No. 100, Ward No: 4		1 Katha 8 Chatak 10 Sq Ft	1/-	34,79,001/-	Proposed Use: Industrial, Property is on Road

Land Details

Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L2	District: Howrah, P.S.- Malpanchghara, Corporation: HOWRAH MUNICIPAL CORPORATION, Road: J. N. Mukherjee Rd., Premises No: 150/3, Ward No: 4		2 Katha 8 Chetak 43 Sq Ft	1/-	54,50,027/-	Proposed Use: Bathu, Width of Approach Road: 2 Ft.
L3	District: Howrah, P.S.- Malpanchghara, Corporation: HOWRAH MUNICIPAL CORPORATION, Road: J. N. Mukherjee Rd., Premises No: 150/4, Ward No: 4		5 Katha	1/-	1,27,74,680/-	Proposed Use: Bathu, Width of Approach Road: 2 Ft.
L4	District: Howrah, P.S.- Malpanchghara, Corporation: HOWRAH MUNICIPAL CORPORATION, Road: J. N. Mukherjee Rd., Premises No: 150/7/1, Ward No: 4		3 Katha 8 Sq Ft	1/-	64,11,100/-	Proposed Use: Bathu, Width of Approach Road: 2 Ft.

Structure Details

Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
F0	Gr. Floor	5300 Sq Ft	0/-		Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Plaster, Extent of Completion: Complete
S1	On Land L1, L2, L3, L4	5300 Sq Ft	0/-	39,75,000/-	Structure Type: Structure :

Transfer of Property from Land Lord to Developer

Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area In(%)
L1	Mr Amit Todi	SIDDHIVINAYAK REALCON L L P	228187	100
L2	Mr Dovendra Kumar Datta	SIDDHIVINAYAK REALCON L L P	422354	100
L3	Mr Binay Chaudhary	SIDDHIVINAYAK REALCON L L P	0.0	100
L4	Mrs Saigita Todi	SIDDHIVINAYAK REALCON L L P	498533	100

Transfer of Property from Land Lord to Developer

Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area In(%)
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Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area In(%)
S1	Mr Anil Todl	SIDDHIVINAYAK REALCON L L P	1325 Sq Ft	25
	Mr Binay Chaudhary	SIDDHIVINAYAK REALCON L L P	1325 Sq Ft	25
	Mr Dayendra Kumar Datta	SIDDHIVINAYAK REALCON L L P	1325 Sq Ft	25
	Mrs Sangita Todl	SIDDHIVINAYAK REALCON L L P	1325 Sq Ft	25

D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	Sushmita Karmakar
Address	4/1, Middleton Street, 4th Floor, Room No. 401, Thana - Shakespeare Sarani, District : South 24-Parganas, WEST BENGAL. PIN - 700071
Applicant's Status	Buyer/Claimant

Office of the A.D.S.R. HOWRAH, District: Howrah
Endorsement For Deed Number : 1 - 050203379 / 2016

Query No/Year	05020000834915/2016	Serial no/Year	0502003337 / 2016
Deed No/Year	1 - 050203379 / 2016		
Transaction	[D110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Mr Piyush Beriwal	Presented At	Private Residence
Date of Execution	24-05-2016	Date of Presentation	24-05-2016

Remarks :

On 12/05/2016:

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 3,20,00,014/-



(Anub Basu)

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. HOWRAH
Howrah, West Bengal

On 24/05/2016:

Presentation (Under Section 52 & Rule 22A(3) 46(1) W.B. Registration Rules, 1983)

Presented for registration at 10:50 hrs on 24/05/2016, at the Private residence by Mr Piyush Beriwal .

Admission of Execution (Under Section 58, W.B. Registration Rules, 1982)

Execution is admitted on 24/05/2016 by

Mr Anil Todl, Son of Mr Karhalyalal Todl, 2,, Road, Nanyan Chandr-Sen Lane, P.O Sakla, Thana Golabari, City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711105, By caste Hindu, By Profession Business

Indefied by Mr Raj Kumar Agarwal, Son of Late Shyam Sundar Agarwal, 30/1, Ramlal Dutta Road, Bhadrakali, P.O: Bhadrakali, Thana: Uttarpara, City/Town: HOOGHLY-CHINSURAH, Hooghly, WEST BENGAL, India, PIN - 712232, By caste Hindu, By Profession Others

Admission of Execution (Under Section 59, W.B. Registration Rules, 1982)

Execution is admitted on 24/05/2016 by

Mr Devendra Kumar Drolia, Son of Mr Bhagwan Drolia, Lamu Bahal, Brajraj Nagar, P.O: Brajraj Nagar, Thana: BRAJRAJ NAGAR, Jhareguda, CIR(SSA, India, PIN - 766216, By caste Hindu, By Profession Business

Indefied by Mr Raj Kumar Agarwal, Son of Late Shyam Sundar Agarwal, 30/1, Ramlal Dutta Road, Bhadrakali, P.O: Bhadrakali, Thana: Uttarpara, City/Town: HOOGHLY-CHINSURAH, Hooghly, WEST BENGAL, India, PIN - 712232, By caste Hindu, By Profession Others

Admission of Execution (Under Section 59, W.B. Registration Rules, 1982)

Execution is admitted on 24/05/2016 by

Mr Bhaey Chaudhary, Son of Mr Sitaram Chaudhary, 40D, Road: Nimtala Ghat Street, . P.O: Beadon Street, Thana: Jorasagan, . City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700006, By caste Hindu, By Profession Business

Identified by Mr Raj Kumar Agarwal, Son of Late Shyam Sunder Agarwal, 30/1, Ramlal Dutt Road, Bhadrakali, P.O: Bhadrakali, Thana: Uttarpara, . City/Town: HOOGHLY-CHINSURAH, Hooghly, WEST BENGAL, India, PIN - 712232, By caste Hindu, By Profession Others

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

Execution is admitted on 24/05/2016 by

Mrs Sangita Todl, Wife of Mr Anup Todl, 2, Road: Nanyan Chandis Son Lane, . P.O: Salkia, Thana: Golabari, . City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711106, By caste Hindu, By Profession Business

Identified by Mr Raj Kumar Agarwal, Son of Late Shyam Sunder Agarwal, 30/1, Ramlal Dutt Road, Bhadrakali, P.O: Bhadrakali, Thana: Uttarpara, . City/Town: HOOGHLY-CHINSURAH, Hooghly, WEST BENGAL, India, PIN - 712232, By caste Hindu, By Profession Others

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

Execution is admitted on 24/05/2016 by

Mr Piyush Beriwal PARTNER, SIDDHIVINAYAK REALCON L L P, 4/1, Middleton Street, 4th Floor, P.O - Park Street, P.S - Shakespear Sarani, District-South 24-Parganas, West Bengal, India, PIN - 700071 Mr Piyush Beriwal, Son of Mr Sanjay Beriwal, CD-206, Sector-1, Salt Lake City, P.O: Salt Lake CC Block, Thana: Bidhannagar, . North 24-Parganas, WEST BENGAL, India, PIN - 700071, By caste Hindu, By profession Business

Identified by Mr Raj Kumar Agarwal, Son of Late Shyam Sunder Agarwal, 30/1, Ramlal Dutt Road, Bhadrakali, P.O: Bhadrakali, Thana: Uttarpara, . City/Town: HOOGHLY-CHINSURAH, Hooghly, WEST BENGAL, India, PIN - 712232, By caste Hindu, By Profession Others



(Anup Basu)

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. HOWRAH
Howrah, West Bengal

On 25/05/2016

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 56,110/- (B = Rs 58,080/- , E = Rs 21/-) and Registration Fees paid by Cash Rs 0/- by Draft Rs 56,110/-

Description of Draft

1. Rs 16,110/- is paid, by the Draft(Other) No: 000442217972, Date: 13/05/2016, Bank: STATE BANK OF INDIA (SBI), JEEVAN DEEP.

2. Rs 40,000/- is paid, by the Draft(Other) No: 000442217966, Date: 13/05/2016, Bank: STATE BANK OF INDIA (SBI), JEEVAN DEEP.

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Draft Rs. 40,021/-, by Stamp Rs. 100/-

Description of Stamp

1. Rs. 100/- is paid on Impressed type of Stamp, Serial no.8308, Purchased on 19/05/2016, Vendor named Sutanjeet Mukherjee.

Description of Draft

1. Rs. 40,021/- is paid, by the Draft(other) No. 000442217967, Date: 13/05/2016, Bank: STATE BANK OF INDIA (SBI), JEEVAN DEEP.



(Anand Basu)

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. HOWRAH
Howrah, West Bengal

On 27/05/2016

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

1. Rs. 34,000/- is paid, by online on 27/05/2016 2:10PM with Govt. Ref. No. 192016170006578571 on 27-05-2016, Bank: State Bank of India (SBI/N0000001), Ref. No. IKB3610186 on 27/05/2016, Head of Account 0000-02-103-003-02

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

Admissible under rule 21 of West Bengal Registration Rules, 1962 duly stamped under schedule 1A, Article number - 45(i) of Indian Stamp Act 1899.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs. 56,110/- (B = Rs. 56,080/- E = Rs. 21/-) and Registration Fees paid by Cash Rs. 0/-, by online = Rs. 0/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

1. Rs. 0/- is paid, by online on 27/05/2016 2:10PM with Govt. Ref. No. 192016170006578571 on 27-05-2016, Bank: State Bank of India (SBI/N0000001), Ref. No. IKB3610186 on 27/05-2016, Head of Account



(Anand Basu)

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. HOWRAH
Howrah, West Bengal

Certificate of Registration under section 60 and Rule 59.

Registered In Book - I

Volume number 0502-2016, Page from 92201 to 92294
being No 050203379 for the year 2016.



Digitally signed by ARNAB BASU
Date: 2016.06.02 17:24:25 +05.30
Reason: Digital Signing of Deed.

(Arnab Basu) 02/06/2016 17:24:23
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. HOWRAH
West Bengal.

(This document is digitally signed.)