



Serial No. 19

NOTARIAL CERTIFICATE

TO ALL TO WHOM THESE PRESENTS SHALL COME
I, SWAPAN BANERJEE, duly appointed by the Government of West Bengal as NOTARY and practicing within the city of Calcutta, Union of India do hereby certify that the Paper Writings 'A' are presented before me by the Executants)

This agreement made between Rajin Banerjee & Rajin Banerjee's 14-15 Ward in the 1st floor, Calcutta. Rajin Banerjee's out the office of 77 Chitra Rd Calcutta 27

who has/have been properly identified, hereafter referred to as the Executants), this the **20 JAN 2012**

THE EXECUTANTS, having seen and read the Execution on the Paper Writings 'A' and being satisfied as to the identity of the Executants) have attested the Execution.

FAITH AND TESTIMONY WHEREOF, I, SWAPAN BANERJEE said NOTARY have hereunto subscribed my name and affixed Seal of Office on this the **20 JAN 2012**

Swapan Banerjee
NOTARY

20.1.2012



Swapan Banerjee
Regn. No. 17/1884
C-1191 KARUNAMOYEE HOUSING ESTATE
CALCUTTA-700 091
M. 9432188188
Phone: 2358-0284



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

51AA 620677



AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT made on this the 20th day of January, 2012 BETWEEN RAJIV BANSAL, son of late Vijay Kumar Bansal, aged about 38 years, by faith - Hindu, by occupation - Business, Citizen of India, residing at 'RAJIV APARTMENTS', 19-B, Mandiville Gardens, 7th Floor, Flat No. #5, Kolkata - 700 013, Police Station- Garlahaat, hereinafter referred to as the said 'OWNER' (which expression shall unless excluded by or repugnant to the NVP COMMERCIAL PRIVATE LIMITED

Ravi

20 JAN 2012

Nirmala Bansal

DIRECTOR

4280

No. Value

Date..... *20/1/1912*

Sent to..... *M. M. Rabau*

Address..... *High Court*

Sender..... *9*

Saidah Civil Court
(ALOKI MUKHERJEE)



Handwritten text, possibly a date or reference number, including '1912' and '10/1/12'.



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subject or context be deemed to ~~include~~ and include his heirs, legal representatives, executors, administrators, nominees and assigns) of the **ONE PART**

AND

NVP COMMERCIAL PVT. LTD., a company incorporated under the provisions of Companies Act, 1956, having its registered office at 77, Chetla Road, P.S.-Chetla, Kolkata-700027, hereinafter referred to as the said 'DEVELOPER' represented through **Nirmala Kumari Bansal** being the Director, wife of **Late Sri Vijay Kumar Bansal**, aged - 67 years, by **faujd-Hindu**, residing at 19-B, Mandeville Gardens, Kolkata-700019 P.S.- **Gariahat** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its Director or Directors, successors-in-interest, nominees and assigns) of the **OTHER PART**.

W H E R E A S :

A. The Owner is absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** demarcated specified piece or parcel of land containing and/or measuring of 13 Cottahs 10 Chittack approximately be the same little more or less together with a Tin Shed Structure measuring more or less 1000 Sq. Ft. of covered area in Holding No. 77, Chetla Road, P.S.-Chetla, Kolkata-700027, Ward No. 82 within the limits of the Kolkata Municipal Corporation, together with right to use the common passage, (more fully and particularly described in the **Schedule** hereinafter written and hereinafter for the sake or brevity referred to as the said 'PROPERTY'), free from all encumbrances, charges,

20 JAN 2012

NVP COMMERCIAL PRIVATE LIMITED

Nirmala Bansal

DIRECTOR

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liens, dispendens, attachments, trusts whatsoever or
howsoever.

3. The entirety of the said premises is presently under
the occupation of the Owner.

C. At the request of the Developer, the Owner has agreed
to develop the said property and to commercially
exploit the same for the consideration and on the
terms and conditions hereinafter appearing.

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

ARTICLE I - DEFINITIONS

Unless in those presents there is something in the subject
or context inconsistent therewith,

1.1 **PREMISES** - shall mean the **ALL THAT** demarcated
apcified piece or parcel of land containing and/or
measuring of 13 Cotlains 10 Chittack approximately be
the same little more or less together with a Tin Shed
Structure measuring more or less 1000 Sq. Ft. of
covered area in Holding No. 77, Chetla Road, P.S.-
Chetla, Kolkata - 700 027, Ward No. 82 within the
limits of the Kolkata Municipal Corporation, together
with right to use the common passage, (more fully
and particularly described in the **Schedule** hereunder
written).

1.2 **BUILDING** - shall mean Ground plus five storeyed
building to be constructed as the plan approved by
the Owner on the said premises and shall include the
parking and other spaces intended or means for the
enjoyment of the building. It is agreed by the

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20 JAN 2012 *Mirinala Banerjee*
DIRECTOR



parties herein that if and in the event the required FSI remains unutilized after construction of the 5th floor, then a proposed 6th floor shall be constructed over and above the existing structure after obtaining appropriate sanction, to which the parties shall have no objection whatsoever.

1.3 **OWNER & DEVELOPER**-shall include their respective transferees

1.4 **COMMON FACILITIES** - shall include corridors, stairways, landings, water reservoir, pumproom, passageways, driveways, gardens, parkways, generator room (if necessary) and other spaces and facilities whatsoever required for the establishment, location, enjoyment, provision, maintenance and/or management of the building(s) and/or common facilities or any of their thereon as the case may be.

1.5 **SALEABLE SPACE** - shall mean the space in the building available for independent use and occupation after making due provisions for common facilities and the space required thereof.

1.6 **OWNER'S ALLOCATION** - shall mean the saleable space proposed to be transferred after its completion in favour of the Owner or his nominees in the building to be constructed by the Developer at its own cost in exchange of the undivided share attributable to Developer's allocation in the manner hereinafter provided but not less than 45% of total saleable space.

1.7 **DEVELOPER'S ALLOCATION** - shall mean the saleable space proposed to be retained by the Developer in the

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Nirmala Banerjee
DIRECTOR

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20 JAN 2012



building to be constructed by the Developer at its own cost in the manner hereinafter provided but not less than 55% of total saleable space.

1.8 **ARCHITECT** - shall mean any person or persons or firm or firms appointed or nominated by the Developer as the Architect(s) of the building.

1.9 **DEVELOPER** - shall mean **NVP COMMERCIAL PVT. LTD.**, a company incorporated under the provisions of Companies Act, 1956, having its registered office at 77, Chetla Road, F.S.-Chetla, Kolkata-700027.

1.10 **BUILDING PLAN** - shall mean the plans for construction of the building duly approved by the Owner and submitted to The Kolkata Municipal Corporation for sanction and shall include any amendments thereto or modifications thereof made or caused by the Developer after the approval of the Owner. If so required, subsequent sanction may be obtained for further construction over and above the existing structure.

1.11 **TRANSFER** - with its grammatical variations shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multi-storeyed building to purchasers thereof although the same may not amount to a transfer in law.

1.12 **TRANSFEREE** - shall mean a person to whom any space in the building has been transferred.

1.13 **MASCULINE GENDER** - shall include feminine gender and vice versa.

1.14 **SINGULAR NUMBER** - shall include plural number and vice versa.

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Nirmala Banerjee
DIRECTOR

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ARTICLE II - TITLE INDEMNITIES AND REPRESENTATIONS

The Owner doth hereby declares and covenants with the Developer as follows:

- 2.1 That the Owner is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to All That the said premises.
- 2.2 That the said premises is free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments and trusts of whatsoever or howsoever nature.
- 2.3 That excepting the Owner, no one else has any right, title, interest, claim or demand whatsoever or howsoever over and in respect of the said premises or any portion thereof.
- 2.4 That there is no attachment under the Income Tax Act or under any of the provisions of the Public Debt Recovery Act in respect of the said premises or any part thereof nor any proceedings in respect thereof is pending nor any notice in respect of any such proceedings have been received or served on the Owner to the knowledge of the Owner.
- 2.5 The Owner has the absolute right and authority to enter into this agreement with the Developer in respect of his respective undivided share in the premises agreed to be developed.
- 2.6 The share held by the Owner in the entirety of the said premises is well within the ceiling limit and the Owner does not own any excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.

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Nirmala Banerjee

DIRECTOR

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2.7 The Developer hereby undertakes to indemnify and keep indemnified the Owner from and against any and all actions, charges, liens, claims, encumbrances and mortgages or any third party possessory rights in the said premises arising out of or due to the negligence or non-compliance of any law, bye-law, rules and regulations of The Kolkata Municipal Corporation and other Government or local bodies as the case may be and shall attend to answer and be responsible for any deviation, omission, violation and/or breach of any of the said laws, bye-laws, rules and regulations or any accident in or relative to the construction of the building. All costs and charges in this regard shall be paid by the Developer.

ARTICLE III - COMMENCEMENT

This Agreement shall commence or shall be deemed to have commenced on and with effect from the date of execution of this Agreement.

ARTICLE IV - DEVELOPER'S RIGHT OF CONSTRUCTION

4.1 The Owner hereby grants subject to the provisions contained herein exclusive right to the Developer to build upon and to commercially exploit the said premises by demolishing the old building and structures standing thereon and constructing the new building or buildings at the said premises in accordance with the plan or plans to be sanctioned by the Kolkata Municipal Corporation with or without any modification and/or amendment thereto made to be made by the parties hereto.

4.2 As soon as reasonably feasible, the Owner shall apply to the Appropriate Government or Authority under the

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Mrinala Banerjee
DIRECTOR
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Urban Land (Ceiling & Regulation) Act, 1976, or to any other Government Body or Authority concerned in this behalf for exemption of the premises from the provisions of Chapter - III of the Urban Land (Ceiling & Regulation) Act, 1976, and/or for permission for development of the premises for the construction of a building thereon. All expenses involved in doing so shall be borne by the Developer.

4.3 The Developer shall at its own cost, from time to time, submit the building plan or plans in the name of the Owner before The Kolkata Municipal Corporation and/or other Appropriate Government Authorities under the Urban Land (Ceiling & Regulation) Act, 1976, or to any other Body, Authority or Government for sanction, permission, clearance or approval of the plans as may or shall be required for the construction of the building on the said premises. The Developer shall cause all such changes in the building plan as shall be required by the Government or any Authority aforesaid or to comply with any sanction, permission, clearance or approval as aforesaid and keep the Owner informed of all such developments.

4.4 The Developer from time to time shall submit in the name of the Owner all further plans and/or applications and other documents and papers and do all further acts, deeds, matters and things as may be required to obtain exemption for the premises under Section VI (3) of the Urban Land (Ceiling & Regulation) Act, 1976, and/or obtain permission for development of the premises for construction of a building thereon and/or to obtain clearance of the building Plans for the building from the appropriate Government and/or any of the authorities contemplated

NVP COMMERCIAL PRIVATE LIMITED

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DIRECTOR

20 JAN 2012



In Clause 4.3 hereof, or otherwise for the purpose of and/or otherwise to obtain all such clearances, sanctions, permissions and/or authorities as shall be necessary for the construction of the building on the premises.

4.5 All applications, plans and other papers, documents referred to in Clause 4.3 and 4.4 above, shall be submitted by or in the name of the Owner of the premises, but otherwise at the cost and expenses of the Developer, and the Developer shall pay and bear all expenses for submission of plans, etc. and other like fees, charges and expenses required to be paid or deposited for sanction of the building plans for the building or otherwise to obtain sanction for the construction of a building thereon PROVIDED ALWAYS that the Developer shall be exclusively entitled to all refunds of any and all payments and/or deposits made by it.

4.6 The Developer shall pay a sum of Rs. 1 Crore (Rupees One Crore) only to the Owner within 12 (Twelve months) from the date of obtaining Sanction, as a Refundable Deposit.

4.7 The Owner shall approve the plans prepared by the Developer for submission to The Kolkata Municipal Corporation for sanction. The Owner and the Developer will earmark their respective allocations on such plans. In the event for some reason these plans are not approved and/or sanctioned by The Kolkata Municipal Corporation, then the Developer shall prepare such other plans as may be mutually agreed upon between the Developer and the Owner and their respective allocations shall be made again as per mutual understanding.

NVP COMMERCIAL PRIVATE LIMITED

Avinash Banerjee

DIRECTOR

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4.8 Immediately on the Owner vacating the premises, the Developer or the Owner Individually or jointly shall allocate the work of demolition of the existing old structure(s) to a demolition Contractor giving the highest bid, and the net proceeds arising out of such demolition shall be shared equally/proportionately by the Owner and the Developer.

ARTICLE V - TITLE DEEDS

5.1 Immediately after the execution of this Agreement, the Owner shall make it convenient for the Developer to have access to the original title deeds by keeping it deposited with the Owner's Lawyers and Advocates at Kolkata.

5.2 The Developer or its nominee or nominees or the transferees of Owner and the Developer shall be entitled for inspection of the title deeds.

5.3 The Owner shall make out the marketable title in respect of the said premises free from all encumbrances, charges, liens, lispendans, attachments, trusts whatsoever or howsoever.

5.4 The deed or deeds of conveyance shall be executed in favour of the Developer or its nominee(s) in such part or parts as the Developer shall require. The cost involved in doing so shall be borne by the Developer or its nominee(s). Similarly if required the Developer shall transfer the constructed spaces forming part of the Owner's allocation in favour of the owner or their nominees by way of transfer of possession or by being transferor in the Deed of conveyances.

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DIRECTOR

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ARTICLE VI - POSSESSION

6.1 Within 2 (two) months from the date of the plan being sanctioned by The Kolkata Municipal Corporation and the Developer on behalf of the Owner having obtained all necessary permissions, approvals and sanctions, the Owner shall allow the Developer to commence and carry out and complete the construction of the proposed building on behalf of the Owner and the Developer as per the terms and conditions and as per the specifications as set out in these presents and within a period of 36 months. All costs, charges and expenses incurred by the Developer for constructing and completing the said propose building shall be paid by the Developer.

6.2 The Owner shall put the Developer for the said propose building in vacant possession of the said property to commence construction in accordance with the Municipal Sanction Plan and to allow the Developer to remain in occupation of the said premises for the purposes of construction and allied activities during the continuation of this agreement and until such time the building is completed in all respects. During such period the Owner shall not prevent the Developer or in any way interfere with its quiet and peaceful occupation of the said premises except in such circumstances when the Owner has reasons to believe that the Developer and/or its Sub-Contractor are not carrying out their function in terms of the agreement.

6.3 In as much as the construction on the said premises is concerned, the Developer shall act as its exclusive licensee of the Owner, and shall be entitled to be in occupation of the said premises as

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Nirmala Banerjee

DIRECTOR

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and by way of an exclusive licensee of the Owner to carry out the construction of the proposed building, save and except that the Developer shall not be entitled to create any possessory right over the said property which could be construed as transfer of the property within the meaning of the Transfer of Property Act. The Developer shall not be entitled to use the said property for any other purposes other than the purpose of construction, nor would be entitled to part with the said property to anyone till the Owner's Allocation, In the propose building is handed over to the Owner.

6.4 The Developer hereby undertakes and agrees to pay the corporation tax, water and all other taxes as being paid by the Owner presently, from the time of its obtaining vacant possession of different portions of the properties under this agreement till the development of the property.

6.5 The Developer shall put the Owner in possession of the Owner's Allocation, in the building to be constructed not later than 36 months from the date of sanction of the building plan by The Kolkata Municipal Corporation and the Owner giving vacant possession of the said premises to the Developer whichever is later.

ARTICLE VII - SPACE ALLOCATION

7.1 The entire building shall be of uniform construction with standard first class building materials.

7.2 The Owner shall be entitled to 45% of the total saleable space after its completion. For calculation of the 25% saleable space, the total

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Swamala Banerjee
DIRECTOR

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super built-up area in the building, including common parts and areas shall be taken into account and the decision of the Architect as to the super built-up area shall be final and binding.

7.3 The Owner shall be entitled to enter into agreements of sale, transfer and/or otherwise deal with the Owner's Allocation.

7.4 In consideration of the Developer having constructed the building at its own costs and made over possession and transfer to owner or their nominees the Owner's Allocation, the Developer shall be entitled to the remaining 55% of the total saleable space in the said building together with the undivided proportionate share of land attributable to the same.

7.5 The common area / facilities shall be jointly owned by the Owner and the Developer for the common use and enjoyment of Owner's / Developer's Allocation, of the saleable area.

7.6 a) The Owner shall be entitled to enter into agreement of sale or transfer or otherwise deal with the Owner's Allocation without interference or obstruction from the Developer, for which purpose the Owner shall be entitled to enter into agreements and arrangements in the name of the Developer for owner's allocation for which no further consent of the Developer shall be required for the same, and these presents by itself shall be the consent of the Developer in that regard.

b) Similarly, the Developer shall be entitled to enter into agreement for sale or transfer or otherwise deal with the Developer's Allocation

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Ravi
20 JAN 2012 *Nirmala Banerjee*
DIRECTOR



without interference or obstruction from the Owner, for which purpose the Developer shall be entitled to enter into agreements and arrangements also in the name of the Owner for Developer's allocation for which no further consent of the Owner shall be required, and these presents by itself shall be consent of the Owner in that regard. The Developer however, shall not part with the possession of the Developer's Allocation till such time the Owner is given possession of the Owner's Allocation.

7.7 The car parking space etc. shall also be divided in the same proportion between the two parties hereto. The roof/ terrace shall be divided in the ratio of 50:50 between the parties hereto.

7.8 The Owner shall have absolute right title ownership and exclusive possession over 50% of the roof/terrace of the propose building to be constructed with separate entrance and willing to demarcate the Owner's portion of roof/ terrace.

7.9 The Developer shall similarly have absolute right, title, ownership and exclusive possession over the balance 50% of the roof/terrace of the proposed building to be constructed with separate entrance and willing to demarcate the Developer's portion of roof/terrace.

7.10 The Owner shall have absolute right title ownership and exclusive possession over 45% of the car parking space of the propose building to be constructed with separate entrance and willing to demarcate the Owner's portion of roof/ terrace.

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Rini :

Swamala Banerjee

DIRECTOR

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7.11 The Developer shall similarly have absolute right, title, ownership and exclusive possession over the balance 5% of the car parking space of the proposed building to be constructed with separate entrance and willing to demarcate the Developer's portion of roof/terrace.

ARTICLE VIII - COMMON FACILITIES

8.1 As soon as the building is completed, the Developer shall give written notice to the Owner requesting the Owner to take possession of his allocation in the building and as from the date of service of such notice and for all times thereafter the parties shall be exclusively responsible for the payment of all municipal and property taxes rates duties dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as the said 'RATES') payable in respect of the Owner's allocation such rates to be apportioned pro-rata with reference to the saleable space in the building if they are levied on the building as a whole. The Developer or its nominee(s) will also pay in the same manner as stated above.

8.2 The Owner shall punctually and regularly pay the said rates to the concerned authorities or to the Developer or as otherwise specified by the Developer and shall keep the Developer indemnified against all claims, actions, demand, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered or incurred by the Developer as the case may be consequent upon a default by the Owner in this behalf.

MVP COMMERCIAL PRIVATE LIMITED

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DIRECTOR

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8.3 As and from the date of service of notice of Possession, the Owner shall also be responsible to pay and bear and shall forthwith pay on demand to the Developer service charges for the common facilities in the building payable with respect to the Owner's Allocation the said charges and taxes, light and sanitation charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical equipment switchgear, transformers, generators, pump motors and other electrical and mechanical installations appliances and equipments, stairways, corridors, halls, passageways, lifts, shafts gardens parkways and other common facilities

whosoever PROVIDED THAT if additional insurance premium is required to be paid for the insurance of the building by virtue of any particular use and/or storage or any additional maintenance or repair as required by virtue thereof in the Owner's Allocation or any part thereof, the Owner shall be exclusively liable to pay and bear the additional premium and/or maintenance or repair charges as the case may be.

8.4 Upon transfer of any part of the Owner's Allocation in the building, the Owner shall give notice of transfer to the Developer and the transferee(s) shall subject to the other provisions hereof be responsible in respect of the space transferred to pay the said rates and the service charges for the common facilities.

8.5 Should the Owner fail to pay any amount payable in respect of the said rates or service charges for the

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Nirmala Banerjee

DIRECTOR

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common facilities within 15 days of demand, In, that behalf the Owner shall be liable to pay interest on the outstanding at the rate of 18% per annum for the period from the last due date of payment up to payment in full. The Developer will also collect the service charges for the common facilities from its nominee(s) till such time the Holding Organization is being formed.

ARTICLE IX - CONSIDERATION

9.1 The Developer shall pay a sum of Rs. 1 Crore (Rupees One Crore) only to the Owner within 12 (Twelve months) from the date of obtaining sanction, as a Refundable Deposit.

The owner shall refund the entire refundable deposit amount to the Developer simultaneously at the time of handing over owner's allocation by the Developer to the Owner on completion of the proposed new building.

9.2 In consideration and exchange of the Developer having agreed to build, erect and complete the said building and to make available transfer, by way of exchange of the Owner's Allocation, the Developer shall be entitled to be the sole Owner in respect of the undivided proportionate share of land attributable to the Developer's Allocation.

9.3 The said undivided proportionate share or interest in the land attributable to the Developer's share shall be transferred in favour of the Developer or its nominee or nominees and for the purpose of the same the costs, charges and expenses incurred for completion of the Owner's Allocation shall be the

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Mrimala Banerjee
DIRECTOR

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consideration for sale and transfer of the said undivided proportionate share in the land comprised in the said premises in favour of the Developer or its nominee or nominees and which is attributable to the Developer's Allocation. The said consideration amount shall be apportioned in various deeds of conveyance or conveyances to be executed by the Owner in favour of the Developer or its nominee or nominees at the cost of the Developer and/or its nominee(s).

9.4 After the completion of the project, the Owner shall execute a Deed or Deeds of Conveyance for the undivided proportionate share of land attributable to the remaining 5% area of the proposed construction (Developer's Allocation) in favour of the Developer or its nominee(s) in such part or parts as may be requested by the Developer. All other costs like stamp fees, registration charges, etc. would be borne by the Transferees. The consideration for such transfer shall be the cost of construction of 45% of the proposed construction (the Owner's Allocation).

9.5 The Developer shall also transfer the owner's allocation (constructed by them at their own cost and expenses after the completion of the same) in favour of the owner or their nominee or nominees in the lots of self contained independent units/apartments by transferring the possession of the same to the owners or their nominees as the case may be and also executing such deed of transfer or conveyances or becoming a parties in such deeds of transfer as may be required in favour of the owner or their nominees.

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Nirjala Banerjee
DIRECTOR

20 JAN 2012



ARTICLE X - TIME FOR COMPLETION

10.1 The building shall be completed within 36 months from the date of sanction of the plan by The Kolkata Municipal Corporation and on obtaining vacant possession of the said premises is made over to the Developer by the owner whichever is later, unless and until the Developer is prevented by the circumstances beyond its control.

10.2 In the event the Developer fails to complete the said proposed building within the said stipulated period of 36 months for reasons beyond its control, or on account of force majeure which would include storm, tempest, flood, earthquake, riots, war, etc., in that event the Developer shall pay to the Owner a penalty of Rs. 50,000/- (Rupees Fifty Thousand) only per month for the first 6 months after the expiry of 36 months and Rs. 1,00,000/- (Rupees One Lac) only for the subsequent months, till such time the construction is completed in all respects, unless the Developer is prevented to carry on and/or complete the construction of the said property by any act of God or State, litigation or by any circumstance beyond the control of the Developer. The completion of the building shall mean the completion of construction in all respects but would not necessarily mean the issue of the Completion Certificate or Occupation Certificate by the Municipal Authorities. An Architect's Certificate certifying the completion of the building in all respects would amount to such completion.

NVP COMMERCIAL PRIVATE LIMITED

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ARTICLE XI - MISCELLANEOUS

11.1 The Owner and the Developer have entered into this agreement purely on the principal of exchange of the owner's allocation in the building to be constructed and completed by the Developer at its own cost against the undivided proportionate share of land attributable to the Developer's allocation to be retained or sold to its nominees by the Developer in the said completed building. However, each party shall keep the other indemnified from and against the same.

11.2 The Owner and the Developer as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of a force majeure with a view that obligation of the party affected by the force majeure shall be suspended for the duration of the force majeure.

11.3 Force majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lock-outs or any other act or commission beyond the control of the party affected thereby.

11.4 It is understood that from time to time to enable the construction of the building by the Developer, various deeds, matters and things not herein specifically referred to may be required to be done by the Developer for which the Developer may require the authority of the Owner and various applications and other documents may be required to be signed or made by the Owner's relative(s) to which no specific provisions have been made herein, the Owner hereby authorizes the Developer to do all such acts,

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Niswala Banerjee
DIRECTOR

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deeds, matters and things and undertake forthwith upon being required by the Developer in this behalf to execute any such additional powers of authorities as may be required by the Developer for the purpose and also undertake to sign and execute all such additional applications and other documents as may be required for the purpose with prior approval of the Owner and by giving prior information.

11.5 The Developer shall in consultation with the Owner and his approval frame the rules and regulations regarding the uses and rendition of common services and also the common restrictions, which have to be normally, kept in the sale and transfer of the ownership flats.

11.6 The Owner hereby agrees to abide by all the rules and regulations of such Management Society/ Association/Holding Organization and hereby gives his/her consent to abide by the same.

11.7 Any notice required to be given by the Owner shall be without prejudice to any other mode of service available deemed to have been served on the Developer if delivered by hand or sent by prepaid registered post and shall be deemed to have been served on the Developer by the Owner. Similarly any notice required to be given by the Developer shall be without prejudice to any other mode of service available deemed to have been served on the Owner if delivered by hand or sent by prepaid paid registered post and shall be deemed to have been served on the Owner by the Developer.

NWP COMMERCIAL PRIVATE LIMITED

Mimale Banerjee
DIRECTOR

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11.8 Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the said premises or any part thereof to the Developer or as creating any right, title or interest in respect thereof, in favour of the Developer other than exclusive license to the Developer to commercially exploit the same in terms hereof.

11.9 As and from the date of completion of the building, the Developer and/or its transferee(s) and the Owner and/or his transferee(s) shall be liable to pay and bear proportionate charges on account of wealth and other taxes payable in respect of his respective spaces.

11.10 In the event of any liability of Service Tax or Works Contract or any other Tax liability which may arise or become payable on the owner's allocation, the same would be payable by the owner or his nominees as the case may be to the Developer or to the respective authority directly.

ARTICLE XII - ARBITRATION

12.1 In case of any dispute, differences or questions arising between the parties with regard to the existence, validity, interpretation, meaning or scope of this agreement or any rights and liabilities of

NWP COMMERCIAL PRIVATE LIMITED

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Manjula Banerjee
DIRECTOR



the parties under the agreement or arising out of the agreement or in any manner whatsoever concerning this agreement the same shall be referred to arbitration by a sole arbitrator, in the manner specified under the provisions of the Indian Arbitration and Conciliation Act, 1996, as amended, modified or substituted from time to time.

ARTICLE XIII - JURISDICTION

13.1 The High Court at Calcutta alone shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents including Arbitration proceedings, between the parties.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT demarcated specified piece or parcel of land containing and/or measuring of 13 Cottahs 10 Chittack approximately be the same little more or less together with a Tin Shed Structure measuring more or less 1000 Sq. Ft. of covered area in Holding No. 77, Chella Road, P.S.- Chetla, Kolkata - 700 027, Ward No. 82 within the limits of the Kolkata Municipal Corporation, together with rights to use the common Passage, morefully shown in the map and

MVP COMMERCIAL PRIVATE LIMITED

Arinal Banerjee
DIRECTOR

Quin

20 JAN 2012



plan shown in colour red and bulleted and bounded as follows:

- On the North : 74, Chetla Road;
- On the East : Adl Gangee;
- On the South : 78, Chetla Road;
- On the West : Chetla Road.

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

SIGNED, SEALED and DELIVERED by the within named OWNER at

Kolkata in the presence of:

01.) SUDIP KUMAR ROY

6F BISHWAMPARA LANE
KOL-75

Shyam
(SHYAM GANGULI)
OWNER

02.) Anirban Mukherjee

17 Chetla Road
KOL-75

NVP COMMERCIAL PRIVATE LIMITED
Nirmala Banerjee
DIRECTOR

SIGNED, SEALED and DELIVERED

by the within named DEVELOPER

at Kolkata in the presence of:

01.) Jaisanku Sethi

200 Saket Bose Rd
KOL-75

(NVP Commercial Pvt. Ltd.)
NVP COMMERCIAL PVT. LTD.)
DEVELOPER

20 JAN 2012

Identified by me

Prakash Chakraborty
Advocate

(T.T.) (S) Signatures of the
Executant attested by me on localisation

Shyama Banerjee

SHYAM GANGULI

Notary, Calcutta, India

Room, at W.A. Regn. No: 17/1994

0-1941, Kurumamoyee Housing

Block, Calcutta-700 001

20 JAN 2012

Dated:.....

4

20 JAN 2012



20 JAN 2012

Swapan Banerjee

Advocate High Court, Calcutta
Bar Association
Room No. 2, Calcutta-700 001
and NOTARY, CALCUTTA
Govt. of West Bengal
The Calcutta City Courts Bar Association
(2nd Floor) Calcutta-700 001

Residence :
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CALCUTTA-700 091
Phone : 2359-0204
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