

- 16.8 The Development Manager shall in consultation with the Developer select the brokers, real estate agents and sales and channel partners for Marketing, branding and selling of the Project. The costs of such brokers, agents and channel partners mutually agreed by the Developer and the Development Manager to be paid to them shall form part of the Development Costs.
- 16.9 All other decisions regarding the marketing and branding shall be taken by the Development Manager in consultation with the Developer.
- 16.10 All Customer Documentation shall be prepared/drafted and finalized by the Development Manager in consultation with the Developer.
- 16.11 The Owners and the Developer shall upon receiving a written intimation from the Development Manager with regard to the requirement to sign the Customer Documentations, sign and execute all the required Customer Documentations jointly with the Development Manager. The Development Manager, the Developer and the Owners shall all be parties to and sign and execute the Customer Documentations for all Transferees. The Owners, the Developer and the Development Manager shall ensure that during the Term and thereafter (until completion of Customer Documentations in respect of all the Transferable Areas), at least **2 (two)** individuals/representatives of the Owners, the Developer and the Development Manager are authorized vide appropriate authorization to jointly and severally sign and execute such documents.
- 16.12 **MARKETING AGENTS:** The marketing of the Project shall be done by the Development Manager directly or through Marketing Agents, brokers, sub-brokers and other agents selected, appointed or discontinued by the Development Manager after discussion with the Developer at the cost of the Developer.
- 16.13 **BOOKINGS AND ALLOTMENTS:** The Development Manager shall accept bookings and make allotments, in respect of any Unit, Parking Space or other Transferable Areas in favour of any Transferees and to cancel revoke or withdraw the same if the situation so warrants according to the Development Manager at the agreed rates and prices.
- 16.14 **SIGNATURE TO CUSTOMER DOCUMENTATIONS:** The agreements and final Transfer deeds or deeds and other Customer Documentations relating to Transfer of the Units, Parking Spaces and other Transferable Areas shall be executed by the Owners, the Developer and the Development Manager.
- 16.14.1 The Development Manager shall deliver possession of the Transferable Areas (except Unsold Areas of the Owners) directly to the Transferees thereof.
- 16.15 **ADVOCATES:** All documents of transfer or otherwise shall be such as be drafted by DSP Law Associates, Advocates of 4D Nicco House, 1B & 2 Hare Street, Kolkata-700001.

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**16.16 LOANS BY TRANSFEREES:** The Transferees shall be entitled to take housing loans for the purpose of acquiring specific Units and Transferable Areas from banks, institutions and entities granting such loans. The Owners, the Developer and the Development Manager shall render necessary assistance and sign and deliver such documents, papers, consents etc. as be required in this regard by such banks, institutions and entities Provided That there is no monetary liability for repayment of such loans or interest upon them or any of them nor any charge or lien on the Project/said premises except the Unit and appurtenances under Transfer and save those occasioned due to cancellation of the agreement with the Transferee.

**17 UNAVOIDABLE DELAY EVENTS:**

**17.1** Notwithstanding anything elsewhere to the contrary contained in this Agreement, neither of the parties hereto shall be considered to be in default in performance of their respective 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.

**17.2** "Unavoidable Delay Events" 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, 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 functioning of any existing or new Appropriate Authorities due to any reason whatsoever and (g) any other event or circumstance which is beyond the control of the parties.

**18 UNDERTAKING BY PARTIES:**

**18.1 GENERAL UNDERTAKINGS OF EACH PARTY:**

**18.1.1** Each of the Parties undertakes to the other that:

- (i) The Owners, the Developer and the Development Manager shall be responsible to bear their respective liabilities for income tax, as may be applicable and liveable on their shares and entitlements under this Agreement;
- (ii) The Owners, the Developer and Development Manager undertake that in event of bankruptcy, liquidation, dissolution and/or winding up proceedings of a Party or event leading to the same, such Party shall take all steps as are required to protect the rights, entitlements and interest of the other Parties under this Agreement.

### 18.1.2 UNDERTAKINGS OF THE OWNERS AND DEVELOPER:

- (i) The Owners and the Developer shall, in the manner and within the time stipulated and with diligence comply with the terms and conditions of this Agreement and on the part of the Owners and the Developer to be respectively complied with;
- (ii) The Owners and the Developer shall, at their own cost and expense carry out the following compliances, if arising:-
- (a) To deal with, settle and/or otherwise cause to be removed any order or direction if passed restraining the development and/or Transfer of the Project or any other adverse order affecting the Project (including the Approvals and/or the Building Plans and/or the Completion Certificate/Occupancy Certificate or otherwise) within **60 (sixty) days** of such adverse order;
- (b) To deal with, tackle, settle and/or otherwise keep the said premises free of any dispute, adverse claim or demands, suits or complaints or litigation or impediment affecting the execution of the Project (including the Approvals and/or the Building Plans and/or the Completion Certificate/Occupancy Certificate or otherwise) which may be raised, filed or created in respect of any reason or claim in relation to the ownership, title, possession and other Assured Attributes connected with the said premises within **60 (sixty) days** of the same arising;
- (c) be solely responsible for any claim and/or action instituted by the Transferees arising due to any defect or deficiency in the title of the said premises or in the Approvals;
- (d) ensure that during the subsistence of this Agreement, no person, acting under/through them, does any act of commission or omission that (i) interferes with or causes any obstruction or hindrance in the provision of Development Services by the Development Manager or (ii) whereby the rights and entitlements of the Development Manager as per this Agreement are prejudicially affected.
- (iii) The Owners and/or the Developer shall not Transfer any Transferable Areas in the Project in default or breach of the terms herein and at no point of time any consideration or amount, from any Transferee shall be collected in any bank account other than the Project Accounts as provided in this Agreement.
- (iv) The Owners undertake and confirm that any bankruptcy and/or dissolution the Owners or event leading to the same shall in no manner

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affect the rights and entitlements of the Development Manager under this Agreement. The Developer undertake and confirm that any bankruptcy and/or dissolution, liquidation and/or winding up proceedings on the Developer or event leading to the same shall in no manner affect the rights and entitlements of the Developer under this Agreement.

### 18.1.3 UNDERTAKINGS OF DEVELOPMENT MANAGER:

- (i) The Development Manager shall, in the manner and within the time stipulated and with diligence undertake the Development Services and will comply with the terms and conditions of this Agreement and on the part of the Development Manager to be complied with;
- (ii) The Development Manager shall be solely responsible for deviations, if any, from the specifications mutually finalized by the Developer and the Development Manager time to time in carrying out the construction or development of the Project.
- (iii) The Development Manager undertakes and confirms that any bankruptcy, liquidation, dissolution and/or winding up proceedings on Development Manager or event leading to the same shall in no manner affect the rights and entitlements of the Owners or the Developer.

## 19 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS:

### 19.1 THE OWNERS AND THE DEVELOPER REPRESENT AND WARRANT TO THE DEVELOPMENT MANAGER THAT:

- (i) That the Owners are the full and absolute owners of the said premises with good marketable title free from all Encumbrances whatsoever. The facts about the Owners deriving title to the said premises are contained in the **SCHEDULE 6** hereto and the same are all true and correct.
- (ii) That the owners are in continuous open vacant and peaceful possession of the entirety of the said Premises and the same has been duly secured by boundary walls on all sides with frontage alongside public road namely Ballygunge Place.
- (iii) The Owners have already mutated their name in the records of the Kolkata Municipal Corporation in respect of the said premises.
- (iv) So far as they are aware, there is no injunction, status quo, impediment, obstruction, restriction or prohibition in their entering upon this Agreement and/or in the development and transfer of the said premises nor is there any notice or proceeding affecting the said premises.
- (v) So far as the Owners are aware, there is no notice of acquisition or requisition or alignment under the Land Acquisition Act or The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 received or pending in respect of the said Premises or any part thereof and the

said Premises or any part thereof does not contain any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or not affected by any scheme alignment of the Kolkata Improvement Trust or any other law whatsoever

- (vi) That neither the said Premises nor any part thereof has been attached or forfeited and/or is liable to be attached or forfeited under any laws or order or decree of any authority or Court of Law or due to Income Tax, Foreign Exchange, Money Laundering or any other Statutory Dues or Public Demand.
- (vii) That the Owners hold all original documents of title in their personal custody and have not stood as Guarantor or Surety for any obligation, liability, bond or transaction whatsoever.
- (viii) That the Owners or the Developer have not entered upon any agreement or contract with any other person in connection with the said premises or any part thereof or its development/sale/transfer nor have executed any power of attorney in favour of any person nor have otherwise dealt with the said premises or any part thereof prior to execution of this Agreement.
- (ix) That the Owners have purchased the said premises in Court auction and the said premises is absolutely free from all encumbrances. Neither the Owners nor the Developer have mortgaged or charged or provided any security interest in respect the said Premises or any part thereof and there is no notice or proceeding for realization or recovery of the dues of the Bank nor is there any proceeding under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 or the Companies Act or Insolvency and Bankruptcy Code or before the Debts Recovery Tribunal or before any Court or Tribunal.
- (x) That all respective Hindu Undivided Families being the Owners hereto have genuine legal necessities and have taken a unanimous decision of their respective members for the development of the said Premises and its Transfer on the terms and conditions contained in this Agreement.
- (xi) The execution and performance of this Agreement shall not violate, conflict with or result in a breach of or default under Applicable Laws or any of the constitutional documents of the Owners or the Developer or any other document of title or the Development Agreement or any term/condition of any Applicable Law.
- (xii) That subject to the terms hereof, there is no difficulty in the compliance of the obligations of the Owners or the Developer hereunder.

**19.1.2 DEVELOPMENT MANAGER REPRESENTS AND WARRANTS TO THE OWNERS AND THE DEVELOPER THAT:**

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- (i) The Development Manager is carrying on the business of construction and development of real estate and has infrastructure, expertise and resources in this field.
- (ii) The Development Manager shall not act in any manner contrary to or inconsistent with the terms and conditions of this agreement and shall comply with its obligations under this Agreement.
- (iii) The execution and performance of this Agreement shall not violate, conflict with or result in a breach of or default under Applicable Laws or any of the constitutional documents of the Owners or the Developer or any other document of title or the Development Agreement or any term/condition of any Applicable Law.
- (iv) Subject to the terms hereof, there is no difficulty in compliance of the obligations of the Development Manager hereunder.

## 20 DEFAULTS & CONSEQUENCES:

20.1 Events of default: The parties have agreed that this agreement may be terminated only and only in the following events and no others:-

20.1.1 The Owners may, at its option, terminate this Agreement in the following events:-

- (i) If the Development Manager commences a case or other proceeding of its voluntary winding up, reorganization, dissolution, insolvency or liquidation or similar law of any jurisdiction during the Term or otherwise suffers any order of winding up or dissolution or is insolvent or suffers any appointment of any custodian or the like for it or any substantial part of its property or calls a meeting of its creditors with a view to arranging a composition, adjustment or restructuring of its debts; or
- (ii) If the Development Manager no longer having the ownership and/or registration of the trademark in respect of its Brand "ISHA" or suffering injunctions or stay in its use of the same which remain in force for more than **180 (one hundred eighty) days**; or

20.1.2 The Development Manager may, at its option, terminate this Agreement in the following events:-

- (i) If the Owners commence a case or other proceeding of its voluntary winding up, reorganization, dissolution, insolvency or liquidation or similar law of any jurisdiction during the Term or otherwise suffers any order of winding up or dissolution or is insolvent or suffers any appointment of any custodian or the like for it or any substantial part of its property or calls a meeting of its creditors with a view to arranging a composition, adjustment or restructuring of its debts; or

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- (ii) The Owners no longer having the ownership or Assured Attributes of the said premises (or of such part thereof, whose exclusion will in the opinion of the Development Manager make it unviable to continue with this Agreement) and fails to cure the same (if cure is possible) to Development Manager's reasonable satisfaction within **30 (thirty) days** of the date of arising of lack of ownership or Assured Attributes.
- (iii) If the Owners and/or the Developer fail to comply with, or cause the material compliance with any of their respective other obligations under this Agreement and fail to cure (if cure is possible) or otherwise remedy or substantially mitigate the effects of (if cure is not possible) such breach within **60 (sixty) days** of the date that first written notice thereof is given from Development Manager to the Owners and/or the Developer and a further **30 (thirty) days** of the date that a second written notice is given from Development Manager to the Owners and/or the Developer in respect thereof.
- (iv) In the event of period of Unavoidable Delay Events resulting in the stoppage of the Project beyond **180 (one hundred eighty) days**, either party may terminate this agreement by giving a notice of **30 (thirty) days** to the other.

**20.1.3** The Developer shall not have any independent right to terminate this agreement and in case this agreement gets terminated by the Owners or the Development Manager in terms hereof the Owners and the Developer shall mutually decide the future course of action between them.

**20.1.4** The right of termination as aforesaid shall be in addition to any other right or remedy of Owners or the Development Manager hereunder or at law or in equity, and shall not be exercised except upon **30 (thirty) Business Days** written notice of such termination to the other party.

**20.1.5** The Parties to this Agreement agree that, to the extent permitted under Applicable Laws, and notwithstanding any other right or remedy available under this Agreement, the rights and obligations of the Parties under this Agreement shall be subject to the right of specific performance and may be specifically enforced against a defaulting party or any other equitable relief from a competent court in the event of any such breach or threatened breach by the defaulting party. The affected party shall, notwithstanding the above rights, also be entitled to the right to any remedies at law or in equity, including without limitation the recovery of damages from the defaulting party.

**20.1.6** In the event of termination of this agreement by the Development Manager owing to default or breach of the Owners and/or the Developer pursuant to rights of termination expressly conferred upon it hereinabove, the Owners shall be liable to refund and pay the Advance DM Deposit back to the Development Manager



together with interest @ 12% (twelve percent) per annum thereon calculated from the date of execution hereof till the date of refund of the said Advance DM Deposit. The Development Manager shall appropriate the Development Manager Entitlements until then received by it without any obligation to refund or repay the same.

20.1.7 In the event of termination of this agreement by the Owners owing to default or breach of the Development Manager pursuant to rights of termination expressly conferred upon it hereinabove, the Owners shall refund the Advance DM Deposit back to the Development Manager without any interest or deductions on any account owing to the default of the Development Manager. The Development Manager shall appropriate the Development Manager Entitlements until then received by it without any obligation to refund or repay the same in full and final settlement.

20.1.8 In case of termination of this Agreement, the Brand of 'Isha', shall with effect from the termination, be stopped from being used any further in respect of the Project by the parties and the benefits of all acts, deeds and things done by the Development Manager until then shall ipso facto stand assigned to and vested in the Owners and the Owners shall be entitled to continue the Project with its own brand name and/or in association with any other person or brand.

20.1.9 It is clarified that the right of termination available to the Owners and the Development Manager above is only to cover material and grave scenarios as stated therein and does not make this Agreement otherwise determinable in nature. It is clarified that the rights of termination available to the Owners and the Development Manager, are without prejudice to and in addition to the right of specific performance and indemnification as stated herein.

## 21 POWERS OF ATTORNEY:

21.1 The Owners and the Developer shall with the execution of this Agreement execute and/or register one or more Powers of Attorney in favour of the Development Manager and/or the Development Manager' nominated persons being namely **Mr. Nikhil Karnani and/or Mr. Ishan Karnani** or such other person as may be nominated from time to time granting all necessary powers and authorities required by the Development Manager for the development of the project as envisaged herein and to effectuate and implement this Agreement.

21.2 If any further powers or authorities be required by the Development Manager at any time for or relating to the purposes mentioned herein, the Owners and the Developer shall grant the same to the Development Manager and/or its nominees at the latter's costs and expenses.

21.3 The said power or powers of attorney to be so granted by the Owners and/or the Developer to the Development Manager and/or its nominee/s shall form an integral part

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of this Agreement and the Owners or the Developer shall not be entitled to modify or alter the same without the prior written consent of the Development Manager.

**22 PROPERTY TAXES AND OUTGOINGS:** All existing taxes and outgoings on account of municipal/property tax, land tax and other outgoings shall be borne and paid by the Owners and for the period hereafter shall be that of the Developer Provided That such liability of the Developer shall from time to time progressively cease in respect of the portions for which Transferees become liable upon Completion of Construction.

**23 INDEMNITY:**

**23.1 BY OWNERS:** At all times hereafter the Owners hereto shall indemnify and agree to keep the Developer and the Development Manager, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by them or any of them and arising due to any representation of the Owners 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 Owners.

**23.2 BY DEVELOPER:** At all times hereafter the Developer hereto shall indemnify and agree to keep the Owners and the Development Manager, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by them or any of them and arising due to any representation of the Developer 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 Developer.

**23.3 BY DEVELOPMENT MANAGER:** At all times hereafter the Development Manager hereto shall indemnify and agree to keep the Owners, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Owners and arising due to any representation of the Development Manager 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 Development Manager.

**23.4** The indemnification rights under this Agreement are independent of, and in addition to, the right to seek specific performance or other injunctive relief, none of which rights or remedies shall be affected or diminished by the indemnification rights set out in this Agreement.

**24 GOVERNING LAW AND DISPUTE RESOLUTION:**

**24.1** This Agreement shall be governed by and construed in accordance with the laws of India.

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- 24.2 In the case of any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, breach or termination, between any of the Parties such Parties shall attempt to first resolve such dispute or claim through mediation and discussions between authorized representatives of the disputing Parties.
- 24.3 If the dispute is not resolved through such mediation and discussions within **30 (thirty) days** after one disputing Party has served a written notice on the other disputing Party requesting the commencement of discussions, such dispute shall be finally settled through arbitration in accordance with the Arbitration and Conciliation Act, 1996 as in force on the date hereof or any subsequent amendment thereof.
- (i) The seat and venue of arbitration shall be at Kolkata and the language of the arbitration proceedings shall be English.
- (ii) The arbitral tribunal shall consist of 3 (three) arbitrators, wherein one arbitrator shall be appointed by jointly by the Owners and the Developer and one arbitrator shall be appointed by the Development Manager, and each arbitrator so appointed shall appoint the third arbitrator who shall preside over the arbitral tribunal.
- (iii) Each disputing Party shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced under this Agreement.
- 24.4 The Parties shall be responsible to bear their respective costs and expenses in relation to any such arbitration proceeding and any cost with respect to setting up of such arbitral tribunal.
- 24.5 While any dispute is pending, the Disputing Parties shall continue to perform such of their obligations under this Agreement as do not relate to the subject matter of the dispute, without prejudice to the final determination of the dispute.
- 24.6 Any decision of the arbitral tribunal shall be final and binding on the Parties.

## 25 NOTICES:

- 25.1 Except as otherwise provided in this Agreement, all notices, demands, requests, consents, approvals and other communications required, permitted or desired to be given or served under this Agreement shall be in writing and shall be given or served (i) by hand delivery against receipt; or (ii) by any nationally recognized courier service providing evidence of the date of delivery; or (iii) by certified mail return receipt requested, postage prepaid; or (iv) subject to the other provisions of this Agreement, by email transmission, provided that receipt of such email is formally confirmed by the recipient, in each case addressed at the address mentioned above.

## 26 GENERAL:

- 26.1 **DEATH OR INCAPACITY:** Notwithstanding any subsequent death or incapacity etc., of the Karta or Coparceners or Members of the Owners or the Proprietor of the Developer,

this agreement, however, shall not be vitiated and in such case the legal heirs of the Owners and the Developer shall be bound by the terms of this agreement and shall if required by the Development Manager be liable to execute a supplementary agreement to that effect including a power of attorney to be given to the nominee of the Development Manager.

**26.2 NO PARTNERSHIP:** Nothing contained in this Agreement shall constitute or be deemed to constitute partnership or association of persons for and on behalf of any other Party. This Agreement is executed on principal to principal basis and Parties under this Agreement shall be bound for their distinct responsibilities, rights, liabilities and obligations.

**26.3 VARIATION:** No variation of this Agreement shall be binding on any Party unless such variation is in writing and signed by each Party.

**26.4 ASSIGNMENT:**

**26.4.1** The Development Manager shall not be entitled to assign/transfer this Agreement including any right or obligation thereof, to any person, without the prior written consent of the Developer.

**26.4.2** The Developer shall not be entitled to assign/transfer this Agreement including any right or obligation thereof, to any person, without the prior written consent of the Owners and the Development Manager.

**26.4.3** The Owners shall not be entitled at any point of time to assign/transfer any of its rights and obligations contained herein to any person, without the prior written consent of the Development Manager.

**26.5 WAIVER:**

**26.5.1** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

**26.6 SUCCESSORS AND ASSIGNS:**

**26.6.1** This Agreement shall ensure to the benefit of and be binding upon each of the Parties and their respective heirs executors administrators legal representatives successors and permitted assigns.

**26.7 FURTHER ACTS:** Each Party will without further consideration sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this Agreement and each of the transactions contemplated under this Agreement. Without limiting the generality of the foregoing, if the approvals of any Appropriate Authority are required for any of the arrangements under this Agreement to be effected, each Party will use all reasonable endeavors to obtain such approvals.

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- 26.8 AUTHORIZATION:** The persons signing this Agreement on behalf of the respective Parties represent and covenant that they have the authority to sign and execute this Agreement on behalf of the Parties for whom they are signing.
- 26.9 CONFLICT:** To the extent that there is any conflict between any of the provisions of this Agreement and any other agreement by which the said premises or any part thereof is bound, the provisions of this Agreement shall prevail to the extent permitted by the Applicable Law.
- 26.10 SURVIVAL:**
- (i) The provisions of Clause 19, Clause 23, Clause 24, Clause 25 and this Clause, shall survive the termination or expiry of the Term of this Agreement and further any other provision expressly agreed to survive the Term of this Agreement shall also survive.
  - (ii) Any termination as mentioned above shall not affect the accrued rights of the Parties hereunder.

#### SCHEDULE 1

#### DESCRIPTION OF SAID PREMISES

**ALL THAT** messuages tenements hereditaments structures out-houses sheds and premises together with the piece and parcel of land thereunto belonging whereon or on part whereof the same are erected and built containing an area of 15 Cottahs 08 Chittacks and 37 square feet more or less situate lying at and being premises No. 46/8, Ballygunge Place, Kolkata – 700019 under Police Station Gariahat in the District of South 24 Parganas and delineated in the plan annexed hereto duly bordered thereon in “**RED**” and butted and bounded as follows:-

- ON THE NORTH** : By KMC Road known as Ballygunge Place.
- ON THE EAST** : Partly by municipal premises No. 46/7A, Ballygunge Place and partly by municipal premises no. 46/7B, Ballygunge Place.
- ON THE SOUTH** : Partly by municipal premises No. 49/A, Ballygunge Place & partly by municipal premises No. 49/C, Ballygunge Place.
- ON THE WEST** : By municipal premises No. 46/9/1, Ballygunge Place.

**OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished. Be it mentioned that the area of the rooms and structures, sheds on the said premises is 400Square feet more or less.

#### SCHEDULE 2

#### EXTRAS & TRANSFEREE DEPOSITS



Following are the list of extras and transferee deposits which are at present proposed to be charged over and above the price from the Transferees:

#### PART-1

##### TRANSFEEE DEPOSITS:

- 1) **CORPUS DEPOSIT / SINKING FUND:** This would be a fund taken equivalent to estimated maintenance cost of **2 (two) years** and would be handed over to the association post formation of the same.
- 2) **ADVANCE MAINTENANCE CHARGES:** To be taken from the Transferee towards recurring maintenance charges for a period of **1 (one) year**.
- 3) **DEPOSITS:** Towards Deposits, free of interest, to remain in deposit with the Development Manager till mutation of the Units in the name of the Transferees is effected in the records of the Kolkata Municipal Corporation and in the event any arrear Municipal tax is payable for the period from the date of possession till such mutation, the Development Manager shall meet the same from the said deposit

#### PART-2

##### EXTRAS:

- 1) **LEGAL CHARGES:** These are charges taken towards the legal expenses incurred by The Owners towards Customer Documentations and registration.
- 2) **CLUB MEMBERSHIP:** These are one time charges a Transferee has to pay to enjoy the club facilities in the premises, if any.
- 3) **HT/LT CHARGES:** These are charges paid by the Transferee towards getting permanent power connection to the premises.
- 4) **POWER BACK-UP:** This is the charge paid by the Transferee towards the installation of Diesel Generator.
- 5) **ASSOCIATION FORMATION CHARGES:** These are charges a Transferee has to pay towards the formation of the building association.
- 6) Costs and charges for Mutation and Apportionment of the Units in the records of the Kolkata Municipal Corporation and expenses for formation of Association
- 7) Proportionate share of any costs charges and expenses for setting up or providing any additional or extra common area or installation in variation and/or addition to those mentioned in the **SCHEDULE 5** hereto.
- 8) All stamp duty, registration fees and allied expenses on execution and registration of the Customer Documentation.
- 9) Security Deposit and the expenses as may be required by CESC Limited or other electricity provider for individual meter in respect of the Units directly with CESC Limited

or other provider and proportionate share of the security deposit in respect of the common meters in respect of the Common Areas and Installations.

- 10) Goods and Service Tax (GST), or any other statutory charges/levies by any name called, if applicable and payable on construction of the Units or on the transfer thereof and/or on any amount or outgoing payable by the Transferees in respect of the Units.
- 11) All taxes, levies, betterment fees, development charges etc., under any statute rules and regulations on the said Premises and/or the Units and/or the Building or on the construction or transfer of the Units envisaged hereunder payable by the Transferees wholly if the same relates to the Units and otherwise proportionately.

**Note:** These Extras & Transferee Deposits shall be subject to modifications and/or alterations as may be mutually agreed by the Owners and the Development Manager in writing from time to time.

**SCHEDULE 3**  
**EXISTING APPROVALS**

Sl.No.	Particulars	Status
1	Mutation	Obtained
2	Conversion	Not required
4	Boundary Wall Construction	Completed
5	Airport Clearance	Obtained
6	BSNL/Microwave Clearance	Obtained
7	ULC Clearance	Obtained as per WB Gazette Notification
8	Existing sanctioned plan	Obtained

**SCHEDULE 4:**  
**(COMMON AMENITIES AND FACILITIES)**

1. Security room on the ground floor, two staircases, staircase landings, ground floor lobby, floor lobbies and stair-cover on a portion of the ultimate roof.

2. Concealed Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating lift.
3. Two Automatic Lifts of OTIS or KONE or similar make with all machineries accessories and equipments (including the lift machine room) and lift well for installing the same.
4. Electrical installations with main switch and meter and the space required for such installations.
5. Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tank of the Building and from the Overhead water tank connection to the different Units with water distribution pipes.
6. Water, waste and sewage evacuation pipes and drains from the Units to municipal drain and septic tank, if necessary.
7. Part of Ultimate Roof which will be decided by the Development Manager and the Developer at a later date.
8. Underground fire fighting water reservoir, water pump with motor with water distribution pipes to all floors of the Building and firefighting equipment as per provisional NOC from WBFES.
9. Municipal Water supply or Deep tube well for water supply.
10. Diesel Generator Set to be kept in the open space with its panels accessories and wirings.
11. CCTV facility on Ground Floor.
12. Staff toilet on the ground floor.
13. Such other areas, installations and/or facilities as the Development Manager may from time to time specify to form part of the Common Areas and Installations of the Project.

**SCHEDULE 5:**

**(SPECIFICATIONS AS REGARDS CONSTRUCTIONS OF AND FITTINGS AND FIXTURES TO BE PROVIDED IN THE UNITS AND COMMON AREAS)**

**A. FOUNDATION AND STRUCTURE:**

The Building shall be constructed with RCC Frame Structure resting on a RCC pile or Strip or Raft foundation designed to Seismic Zone specifications and compliant with the NBC code in accordance with the plan and drawing prepared by the Architects and sanctioned by the Kolkata Municipal Corporation.

**B. WALLS:**

- (i) **External Walls:** Autoclave Aerated Concrete (AAC) Blocks or Fly Ash Bricks

- (ii) **Common Area, Internal Walls of Apartments:** Autoclave Aerated Concrete (AAC) Blocks or Fly Ash Bricks
- C. **ULTIMATE ROOF OF THE BUILDING:** Polished Neat Cement with appropriate waterproofing treatment.
- D. **CEILING:**
- (i) **Apartment:**
- (a) Living, Dining, Bedrooms: Wall Putty
- (b) Kitchens, Bathrooms: Wall Putty
- (ii) **Building Common Areas:** Gypsum Board / POP False Ceiling or Wall Putty or Paint Finish
- 
- E. **FLOORING:**
- Apartment Units:**
- (i) Bedrooms, Living, Dining: 2X2 or 3X3 Double Charged Vitrified Tiles
- (ii) Bathrooms: Anti-skid Tiles
- (iii) Kitchen: Vitrified Tiles
- Common Areas**
- (i) **Staircases (including landings):** Indian Marble or Polished Kota Stone
- (ii) **Lift Lobby:** Vitrified Tiles and/or Marble and/or Granite
- F. **WINDOWS:** Anodized or Powder Coated Aluminium Windows
- G. **FITTED DOORS:**
- (i) **Living, Dining, Bedroom, Toilets:** Flush Doors
- (ii) **Staircases, Service Areas:** Flush Doors
- H. **SANITARYWARE, CP FITTINGS:**
- (i) **Sanitaryware:** European type white Ceramic WC and Basin of reputed make
- (ii) **CP Fittings:** Jaguar/ Grohe or similar make
- I. **ELECTRICAL INSTALLATION:**
- (i) Concealed multi-strand wiring in PVC conduits with modular switches
- (ii) AC plug points in living room and all bedrooms
- (iii) Geyser points in all toilets
- (iv) Provision for Cable TV/ Broadband and Telephone
- J. **WATERPROOFING:** Appropriate waterproofing of all Toilets and the Ultimate Roof

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L. **POWER AND BACKUP:** 100% Power Back-Up for all Apartments and Common Areas

M. **SAFETY AND SECURITY:**

(i) Multi-Layered Security System (including CCTV)

Intercom and Video Door Phone facility for all apartments

O. **DRIVEWAY AND LANDSCAPING:**

(i) Kota Stone and/or Cobble Stones and/or Polished Neat Cement finish for car parking areas and driveways

(ii) Peripheral landscaping around the driveways

P. **FINISHES:**

(i) **Wall - Apartment Units:**

(a) Living, Dining, Bedrooms: Wall Putty

(b) Kitchen, Bathrooms: Wall Putty

(ii) **Wall - External Common Areas:** Textured Paint and / or Weather-shield Paint Finish

(iii) **Wall - Internal Common Areas:**

(a) Staircases, Landing, Other Common Areas: Paint Finish

(b) Car Park Areas: Paint Finish

(c) Typical Lift Lobbies: Paint Finish with Vitrified Tile / Granite Cladding / Wallpaper as per Interior Designer

(d) Ground Floor Entrance Lobby: Paint Finish with Imported Marble or Granite Cladding / Timber Paneling / Wallpaper as per Interior Designer

**SCHEDULE 6:**

**(CHAIN OF TITLE)**

A. That by a sale deed dated 14<sup>th</sup> August 2014 made between one Debasish Mukherjee (appointed as receiver by the Learned Debts Recovery Tribunal-I, Kolkata in O.A. No. 116 of 2009), therein referred to as the Receiver, one Deepali Roy and Anju Roy therein referred to as the Vendors, the Owners hereto therein referred to as the Purchasers and one Sonar Bangla Developers Private Limited therein referred to as the Confirming Party and registered with Additional Registrar of Assurances-I, Kolkata in Book I Volume No. 18 Pages 1939 to 2028 Being No. 07609 for the year 2014, the said Debasish Mukherjee,

The bottom of the page features several handwritten signatures and a circular stamp. From left to right, there is a signature that appears to be 'S18', a signature that looks like 'Debasish' with an arrow pointing to the right, a signature that looks like 'Anju', and a signature that looks like 'Deepali'. A circular stamp is partially visible behind the 'Debasish' signature.

Deepali Roy and Anju Roy for the consideration therein mentioned sold conveyed and transferred unto and to the Owners hereto the said Premises, absolutely and forever.

- B. That pursuant to the sale as aforesaid, the Owners have caused to be mutated their names in the records of the Kolkata Municipal Corporation as Owners in respect of the said Premises.

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement the day and year first herein above written.

**SIGNED SEALED AND DELIVERED** by the above named **OWNERS** at Kolkata in the presence of:

Jasobanta Swain  
S/o Kephil Swain  
2/2, Brojen mukherjee Rd  
Kolkata-700024  
*Jasobanta Swain*

**SIGNED SEALED AND DELIVERED** by the above named **DEVELOPER** at Kolkata in the presence of:

Jasobanta Swain  
*Jasobanta Swain*  
(UJJWAL GANGULI)  
Son of Late Manotosh Ganguli  
27, DESH BANDHU ROAD (F)  
KOLKATA - 700035

For TOLARAM JAIN & SONS (HUF)

*Siddha*  
KARTA

For, JAGDISH PRASAD & SONS (HUF)

*Jagdish Prasad*  
(KAMLESH KUMAR JAIN) KARTA

For RAJENDRA KUMAR JAIN (HUF)

*Rajendra Kumar Jain*  
KARTA  
(PRATEEK SARAOJI)

For SANWARMAL JAIN & SONS (HUF)

*Sanwarmal Jain*  
(SANWARMAL JAIN) KARTA  
For DEFINITIVE VENTURES

*Siddha*  
Proprietor  
(SURENDRA JAIN)

SIGNED SEALED AND DELIVERED by the  
above named DEVELOPMENT MANAGER at  
Kolkata in the presence of:

Jasobanta Swarn

*Jasobanta*

ISHA HI-RISE LLP

*D. Karan*  
Partner

(DIKHIL KARNANI)

**RECEIPT AND MEMO OF CONSIDERATION**

**RECEIVED** from the within named Development Manager the within mentioned sum of Rs. **1,00,00,000/- (Rupees one crore only)** towards payment of the entire Advance DM Deposit under these presents as per memo written hereinbelow:-

**MEMO OF CONSIDERATION**

S.L No.	By or out of UTR/Cheque Numbers	Date	Bank	In favour of	Amount (Rs.)
1.	000008	04.11.2019	HDFC Bank	Tolaram Jain & Sons (HUF)	2500000.00
2.	000009	04.11.2019	HDFC Bank	Jagdish Prasad & Sons (HUF)	2500000.00
3.	000017	04.11.2019	HDFC Bank	Rajendra Kumar Jain (HUF)	2500000.00
4.	000018	04.11.2019	HDFC Bank	Sanwar Mal Jain & Sons (HUF)	2500000.00
<b>Total:</b>					<b><u>1,00,00,000/-</u></b>

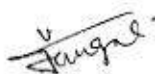
(Rupees one crore only)

For TOLARAM JAIN &amp; SONS (HUF)

  
KARTA

WITNESSES:


Jasobanta Swain



For, JAGDISH PRASAD &amp; SONS (HUF)

  
KARTA

For RAJENDRA KUMAR JAIN (HUF)

  
KARTA

Drafted by me:-

Kastur Lagan, Advocate

C/o DSP Law Associates

4D, Nicco House

1B &amp; 2, Hare Street

Kolkata - 700001

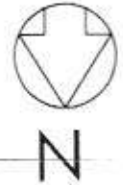
F-1415/2010.

For SANWARMAL JAIN &amp; SONS (HUF)

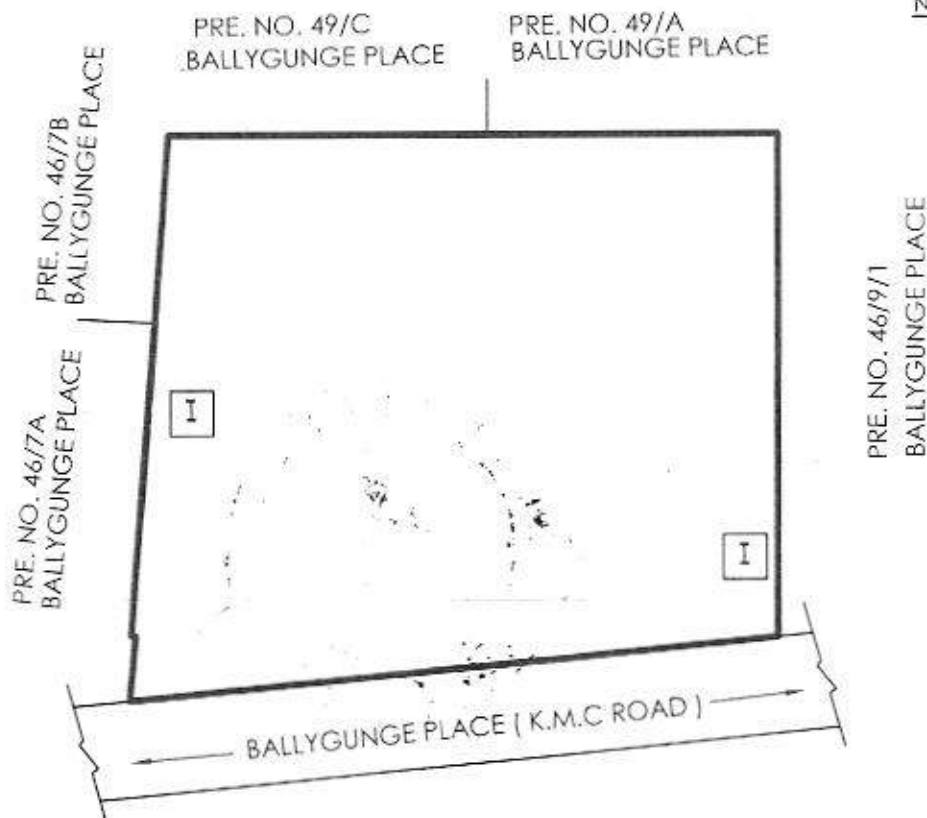
  
KARTA

PLAN OF PREMISES NO. 46/8, BALLYGUNGE PLACE,  
KOLKATA - 700019 UNDER POLICE STATION GARIAHAT  
IN THE DISTRICT OF SOUTH 24 PARGANAS

AREA : 15 COTTAHS 08 CHITTACKS AND 37 SQUARE FEET MORE OR LESS



NOT TO SCALE



For TOLARAM JAIN & SONS (HUF)

*Sida*  
KARTA

For RAJENDRA KUMAR JAIN (HUF)

*Rajendra*  
KARTA

For BEFINITIVE VENTURES

*Sida*  
Proprietor

For JAGDISH PRASAD & SONS (HUF)












*Jagdish*  
KARTA












For SANWARMAL JAIN & SONS (HUF)












*Sanwamal*  
KARTA












ISHA HI-RISE LLP












*D. Carrani*  
Partner

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

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

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

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

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












Government of West Bengal

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

OFFICE OF THE A.R.A. - IV KOLKATA, District Name :Kolkata



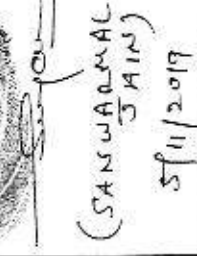

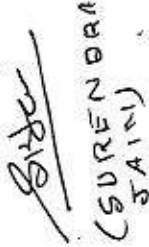


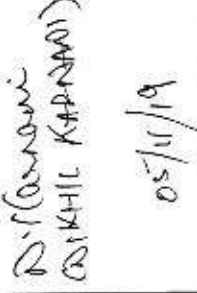

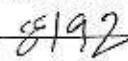
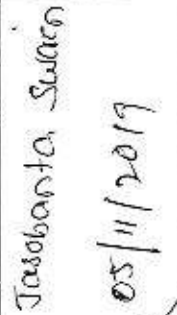
Signature / LTI Sheet of Query No/Year 19040001675880/2019

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Surendra Jain , Flat No. 4, 4th Floor, 3B, Camac Street, P.O:- Park Street, P.S:- Shakespeare Sarani, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700016	Representative of Land Lord [TOLARA M JAIN & SONS HUF ]		8188 	 (SURENDRA JAIN) 5/11/2019
2	Kamlesh Kumar Jain , Flat No. 7, 5th Floor, 3B, Camac Street, P.O:- Park Street, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700016	Representative of Land Lord [JAGDISH PRASAD & SONS HUF ]		8189 	 (KAMLESH KUMAR JAIN) 5/11/2019
3	Prateek Saraogi , Flat No. 8, 10th Floor, 3B, Camac Street, P.O:- Park Street, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700016	Representative of Land Lord [RAJENDRA KUMAR JAIN HUF ]		8190 	 (PRATEEK SARAOGI) 5/11/2019



I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Sanwar Mal Jain , 3B, Camac Street, P.O:- Park Street, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700016	Representative of Land Lord [SANWAR MAL JAIN & SONS HUF ]		 8/9/19	 (SANWAR MAL JAIN) 5/11/2019
5	Surendra Jain , 18, R. N. Mukherjee Road, P.O:- R N Mukherjee Road, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001	Representative of Developer [Befinitive Ventures ]			 (SURENDRAN JAIN)
6	Nikhil Karnani , 304, Chandan Niketan, 52A, Shakespeare Sarani, P.O:- Circus Avenue, P.S:- Beniapukur, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017	Representative of Developer [ISHA HIRISE LLP ]		 8/8/19	 N. Karnani (NIKIL KARNANI) 05/11/19
SI No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Jasobanta Swain Son of Kapil Swain 2/2, Brojen Mukherjee Road, P.O:- Behala, P.S:- Behala, District:- South 24-Parganas, West Bengal, India, PIN - 700034	Surendra Jain, Kamlesh Kumar Jain, Prateek Saraogi, Sanwar Mal Jain, Surendra Jain, Nikhil Karnani		 8/19/19	 Jasobanta Swain 05/11/2019



(Tridip Misra)

ADDITIONAL REGISTRAR  
OF ASSURANCE

OFFICE OF THE A.R.A. -  
IV KOLKATA  
Kolkata, West Bengal