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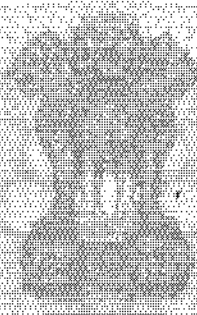
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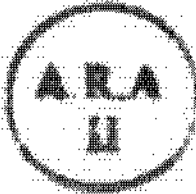
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Certified that the Document is admitted to Registration. The Stamp Duty and the registration fee thereon tendered to this amount are the part of this Document.

[Signature]
Additional Registrar
of Assurances-II, Kolkata

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28/11/14
28/11/14
6-02-14
Registrar of Assurances-II, Kolkata

THIS DEVELOPMENT AGREEMENT made this the 24th day
of NOVEMBER Two Thousand Fourteen

BETWEEN

(1) ELEGANT PROFIN PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having CIN No.U70200WB1996PTC079875, having PAN No.AAACE7642M, having its registered office situated at No. 2, Anandilal Poddar Sarani (formerly known as Russel Street), 1st floor, Police Station Shakespeare Sarani, Kolkata 700 071, represented by its Director

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370
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17 OCT 2014

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NAME

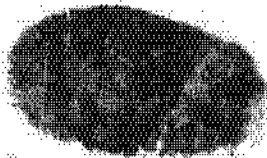
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High Court, Calcutta

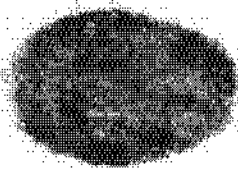
Umesh Kyal



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For Shree Enters Pvt Ltd

Umesh Kyal

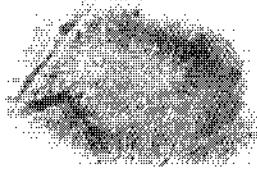


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For ELEGANT PROFIT PRIVATE LIMITED

A. D.

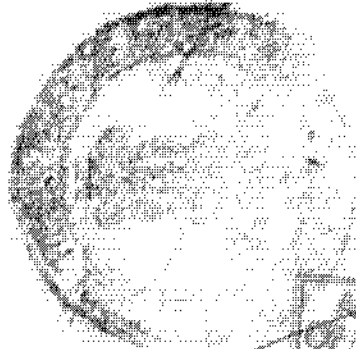
(ASHISH DALWAL)



e-9589

For M. K. Prabhakar

M. K. Prabhakar



ADDITIONAL REGISTRAR
OF PROBATE & WILLS FOR KOLKATA
22 DEC 2014

Umesh Kyal
70 Lake M.M. Roy
B. old Post office Bldg.
Kolkata - 700001.
(Home)

Handwritten signature

ADDITIONAL REGISTRAR
OF PROBATE & WILLS FOR KOLKATA

Sri Ashish Dalmia, having PAN No.AFAPD3109G, son of Sri Santosh Kumar Dalmia AND (2) BELVEDERE ENTERPRISES PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having CIN No.U45201WB1996PTC079874, having PAN No.AABCB4284D, having its registered office situated at No. 2, Anandilal Poddar Sarani (formerly known as Russel Street) Police Station Shakespeare Sarani, Kolkata 700071, represented by its Director Sri Mahesh Kumar Prahladka, having PAN No.AESPP1850R, son of Late Manturam Prahladka, hereinafter jointly referred to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successor and/or successors in interests and assigns) of the **ONE PART**

AND

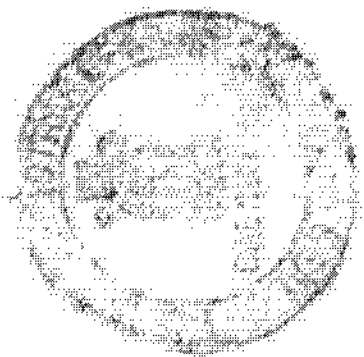
ZIRCON DEALERS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having CIN No.U51109WB1996PTC081950, having PAN No.AAACZ1160H, having its registered office situated at Premises No.122/1R, Satyendra Nath Majumder Sarani, Police Station Tollygunge, Kolkata-700 026, represented by its Director Sri Umesh Kyal, having PAN No.AGCPK9667R, son of Late Govind Ram Kyal, hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor, successors in interest and assigns) of the **OTHER PART**.

WHEREAS:-

- A. By virtue of a compromise decree dated the 11th March, 1955, passed by the Hon'ble High Court at Calcutta in Partition and Administration Suit No.2316 of 1952 (Benarsilal Bagla & Ors. -Vs-Madan Gopal Bagla & Anr.) the said Benarsilal Bagla, Srawan Kumar Bagla, Krishna Kumar Bagla and Pawan Kumar Bagla were jointly allotted ALL THAT the piece and parcel of land containing an area of 1 Bighas 10 Cottahs & Chittacks and 31 Square Feet, be the same a little more or less, TOGETHER WITH the building/structures standing thereon situate lying at and being premises No.149, Mahatma Gandhi Road (formerly known as Harrison Road), the then Calcutta, more fully and particularly described in the **First Schedule** hereunder written (hereinafter referred to as the **Said Property**).
- B. The said Benarsilal Bagla who was governed by the Mitakshara School of Hindu Law died intestate on 6th December, 1960, leaving behind him surviving his widow Smt. Kaushalya Devi Bagla, his three sons namely Srawan Kumar Bagla, Krishna Kumar Bagla and Pawan Kumar Bagla and seven daughters namely Sneh Prabha Bagla, Sashi Prabha Bagla, Sneela Bagla, Punam Bagla, Pratima Bagla, Neelam Bagla and Harsha

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A.D.



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Bagia as his heiress, heirs and legal representatives who upon his death inherited the undivided share in the Said Property:

- C. All the daughters of the said Benarsilal Bagia namely Smt. Sneh Prabha Mansinghka, Smt. Sashi Prabha Goenka, Smt. Sheela Agarwal, Smt. Punam Chokhani, Smt. Pratima Chowdhary, Smt. Neelam Bajoria and Smt. Harsha Chowdhary had mutually decided to release, relinquish or renounce all their rights, title or interest in the said property.
- D. The said Smt. Sashi Prabha Goenka died intestate leaving behind her surviving her husband Mahendra Kumar Goenka and only son Sanjay Goenka and only daughter Smt. Bharti Bhartia as her only heirs, heiress and legal representatives who upon her death jointly inherited her undivided part or share in the Said Property.
- E. By an Indenture of Conveyance dated the 29th May, 1997, made between the said Srawan Kumar Bagia therein referred to as the Vendor of the First Part and one Belvedere Enterprises Private Limited therein referred to as the Purchaser of the Second Part and the said Mahendra Kumar Goenka, Sanjay Goenka, Smt. Bharti Bhartia, Smt. Sneh Prabha Mansinghka, Smt. Sheela Agarwal, Smt. Punam Chokhani, Smt. Pratima Chowdhary, Smt. Neelam Bajoria and Smt. Harsha Chowdhary therein collectively referred to as the Confirming Parties of the Third Part and registered at the office of the Additional Registrar of Assurances-II, Calcutta in Book No. 1, Volume No.1, Pages 1 to 39, Being No.4724 for the year 2006 the said Vendor therein with the consent and concurrences of the Confirming Parties therein and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein ALL THAT the undivided 1/4th part or share of the Said Property TOGETHER WITH the 1/4th part or share in the building standing thereon TOGETHER WITH the existing tenancies therein.
- F. By another Indenture of Conveyance dated the 29th May, 1997, made between the said Pawan Kumar Bagia therein referred to as the Vendor of the First Part and one Elegant Profin Private Limited therein referred to as the Purchaser of the Second Part and the said Mahendra Kumar Goenka, Sanjay Goenka, Smt. Bharti Bhartia, Smt. Sneh Prabha Mansinghka, Smt. Sheela Agarwal, Smt. Punam Chokhani, Smt. Pratima Chowdhary, Smt. Neelam Bajoria and Smt. Harsha Choudhury therein collectively referred to as the Confirming Parties of the Third Part and registered at the office of the Additional Registrar of Assurances-II, Calcutta in Book No. 1, Volume No.1, Pages 1 to 39, Being No.4827 for the year 2006 the said Vendor therein with the consent and concurrences of the Confirming Parties therein and for the

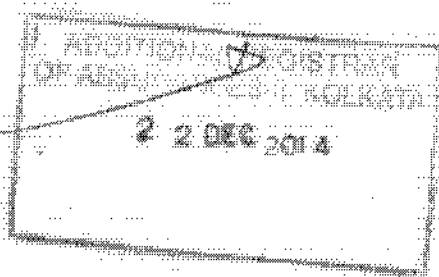
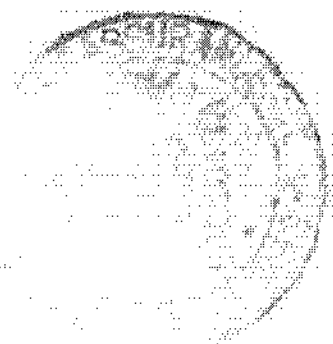


ADDITIONAL RECORDS
OF ASSOCIATION A. ASSOCIATION
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consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein ALL THAT the undivided 1/4th part or share of the Said Property TOGETHER WITH the 1/4th part or share in the building standing thereon TOGETHER WITH the existing tenancies therein.

- G. By another Indenture of Conveyance dated the 29th May, 1997, made between the said Krishna Kumar Bagla therein referred to as the Vendor of the First Part and one Elegant Profin Private Limited therein referred to as the Purchaser of the Second Part and the said Mahendra Kumar Goenka, Sanjay Goenka, Smt. Bharti Bhartia, Smt. Sneh Prabha Mansinghka, Smt. Sheela Agarwal, Smt. Punam Chokhani, Smt. Pratima Chowdhary, Smt. Neelam Bajoria and Smt. Harsha Chowdhary therein collectively referred to as the Confirming Parties of the Third Part and registered at the office of the Additional Registrar of Assurances-II, Calcutta in Book No. 1, Volume No.1, Pages 1 to 39, Being No.4835 for the year 2006 the said Vendor therein with the consent and concurrences of the Confirming Parties therein and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein ALL THAT the undivided 1/4th part or share of the Said Property TOGETHER WITH the 1/4th part or share in the building standing thereon TOGETHER WITH the existing tenancies therein.
- H. By another Indenture of Conveyance dated the 29th May, 1997, made between the said Kaushalya Devi Bagla therein referred to as the Vendor of the First Part and one Belvedere Enterprises Private Limited therein referred to as the Purchaser of the Second Part and the said Mahendra Kumar Goenka, Sanjay Goenka, Smt. Bharti Bhartia, Smt. Sneh Prabha Mansinghka, Smt. Sheela Agarwal, Smt. Punam Chokhani, Smt. Pratima Chowdhary, Smt. Neelam Bajoria and Smt. Harsha Chowdhary therein collectively referred to as the Confirming Parties of the Third Part and registered at the office of the Additional Registrar of Assurances-II, Calcutta in Book No. 1, Volume No.1, Pages 1 to 39, Being No.6189 for the year 2008 the said Vendor therein with the consent and concurrences of the Confirming Parties therein and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein ALL THAT the undivided 1/4th part or share of the Said Property TOGETHER WITH the 1/4th part or share in the building standing thereon TOGETHER WITH the existing tenancies therein.
- I. Thus the said Elegant Profin Private Limited and Belvedere Enterprises Private Limited jointly became the absolute owners of the Said Property.

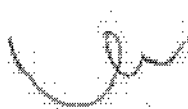




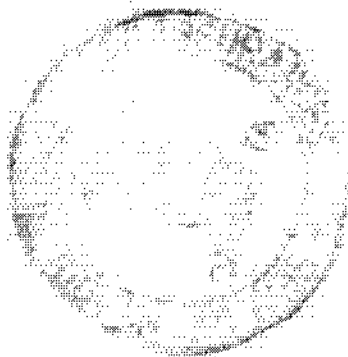
- J. Various parts and portions of the building situated at the Said Property are in occupation of different tenants and/or occupants (hereinafter collectively referred to as the OCCUPANTS), the details whereof have duly been furnished to the Developer by the Owners.
- K. The Developer is engaged inter alia in the business of undertaking development of real estate in and around the city of Kolkata and other places and have acquired considerable skill and expertise and have a reputed professional team at their command for the purpose of undertaking development of real estate.
- L. The parties herein have negotiated and arrived at an Agreement to develop the Said Property by constructing commercial-cum-residential Complex for mutual benefit.

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

ARTICLE - I - DEFINITIONS

1. In this Agreement unless the context otherwise permits the following expressions shall have the meanings assigned to them as under:
- (i) **ARCHITECT** shall mean any Architect or firm or firms of Architects, who may be appointed by the Developer for designing and planning of construction of the said New Building forming part of the Project;
- (ii) **ASSOCIATION** shall mean any company incorporated under the Companies Act, 1956, or newly formed company incorporated under the companies Act 2013, or any Association formed and registered under the West Bengal Ownership Act 1972 or a Committee as may be formed by the Developer in consultation and concurrence of the Owners for the maintenance of the common parts and portions of the building/buildings having such rules, regulations and restrictions as may be deemed proper and necessary by Developer not inconsistent with the provisions and covenants herein contained;
- (iii) **BUILDING** shall mean any building consisting of self contained independent Units, to be constructed on the Said Property after demolishing the existing structures thereon according to the plan sanctioned by the Kolkata Municipal Corporation;



REGISTRAR
OF COMPANIES - B. KOLKATA
22 DEC 2014

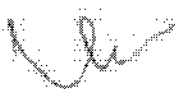
- (iv) **CAR PARKING SPACES** shall mean the open/ covered/ mechanical car parking spaces to be provided in the ground floor and basement level of the Building/s in the project expressed or intended to be reserved for parking motor cars;
- (v) **COMMENCEMENT DATE FOR DEVELOPMENT** shall mean the date of sanction of the Plan or the date as on which the tenants/occupants hand over the possession of their respective spaces to the Owners herein whichever event happens later;
- (vi) **COMMENCEMENT DATE OF AGREEMENT** shall mean the date on which this Agreement is executed by and between the parties.
- (vii) **COMMON PARTS AND PORTIONS** shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, overhead water tanks, reservoirs, water pumps and motors, drive-ways, of the building/buildings, signage space, common lavatories and other common parts and portions of the said project and /or the New Building which shall be used by the Owners or Occupants and shall become part of the project;
- (viii) **COMMON EXPENSES** shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the Co-transferees and all other expenses for the Common Purpose as may be decided by the Developer in consultation and concurrence of the Owners to be contributed, borne, paid and shared by the Co-transferees. Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-charge;
- (ix) **CONSENTS** shall mean the planning, permission and all other consents, licenses, permissions and approvals (whether statutory or otherwise) necessary or desirable for carrying out and completing the Development and Construction of the New Building;
- (x) **DEPOSITS/EXTRA CHARGES/TAXES** shall mean the amounts specified in Article 19 hereunder to be deposited/paid by transferees of the units or their respective transferees as the case may be to the Developer;



LIBRARY REGISTRATION
OF ANNUAL REPORTS, KOLKATA
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- (xi) **DEVELOPMENT AGREEMENT** shall mean this Agreement between the Owners and the Developer for development of the Project at the Said Property by constructing and erecting a New Building/s thereon in accordance with the terms of the said plan and specifications mentioned hereunder;
- (xii) **DEVELOPER** shall mean the said **ZIRCON DEALERS PRIVATE LIMITED** and shall include its successor and/or successors in interest and assigns;
- (xiii) **DEVELOPER'S ALLOCATION** shall mean ALL THAT the 35% of the total constructed space (super built up area) of the New Building/Project and the same comprised of several units consisting of showrooms, shop rooms, units, apartments and other spaces including the car parking spaces TOGETHER WITH the undivided proportionate share in all common parts and portions as also the common facilities and amenities AND TOGETHER WITH an undivided proportionate share in the land comprised in the Said Property attributable thereto and the same as provided in Article 18.2 hereunder;
- (xiv) **EARMARKED AREA** shall mean All that the area out of the Owners' Allocation containing a super built-up area of 5,000 sq.ft. (Five Thousand), be the same a little more or less, which shall be in possession of the Developer till the time the Owners refund the Security Deposit to the Developer;
- (xv) **INTENDING PURCHASERS** shall mean the prospective purchasers or transferees who would agree to purchase or shall have purchased any unit/ office space, car parking space or other spaces in the project and shall include the Owners and the Developer in respect of the Units and car parking Spaces reserved for the Owners and the developer respectively in terms of this Agreement;
- (xvi) **MAINTENANCE-IN-CHARGE** shall mean and include such agency or any outside agency to be appointed by the Developer in consultation and concurrence of the Owners under this Agreement, for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary not inconsistent with the provisions and covenants herein contained;
- (xvii) **PROJECT** shall mean the commercial cum residential buildings and the car parking spaces to be developed and constructed by the Developer in terms of this Agreement and Plans approved



A.R.
A.D.



ADDITIONAL REGISTRAR
OF LAND REVENUE, KOLKATA
22 DEC 2014

and sanctioned by the Kolkata Municipal Corporation or any other relevant authority or authorities;

- (xviii) **OWNERS** shall mean the Owners Nos. 1 and 2 abovenamed and shall include their respective successor and/or successors in their respective offices/interest and assigns;
- (xix) **OWNERS' ALLOCATION** shall mean ALL THAT the 65% of the total constructed area (super built up area) of the New building/Project and the same comprised of several units consisting of showrooms, shop rooms, office spaces, units apartments and other spaces including car parking spaces TOGETHER WITH the undivided proportionate share in all common parts and portions as also the common facilities and amenities AND TOGETHER WITH the undivided proportionate share in the land comprised in the Said Property attributable thereto and the same as provided in Article 18.1 hereunder.
- (xx) **PLAN** shall mean the Plan to be sanctioned by The Kolkata Municipal Corporation and other authorities concerned for development of the Said Property and construction of the New Building and shall include such modifications and/or alterations as may be necessary and/or required from time to time at the recommendation of the Architect and also approval of the Owners;
- (xxi) **PROFESSIONAL TEAM** shall mean the Architects, Structural Engineers, Mechanical and/or Electrical Engineers, Surveyors and/or such other professionals, who would be engaged and/or contracted by the Developer from time to time for carrying out the construction of the buildings, car parking spaces and other common areas and portions of the Project.
- (xxii) **PRE DEVELOPMENT COSTS** shall mean the aggregate of all costs, charges and expenses including all fees payable to Architects, Engineers and other Agents and the sanction fee, legal expenses and all other amounts, which are paid or incurred by the Developer prior to the Start Date;
- (xxiii) **SAID PROPERTY** shall mean ALL THAT the piece and parcel of land containing an area of 1 Bighas 10 Cottahs 8 Chittacks and 31 Sq.ft. be the same a little more or less, together with brick build building standing thereon situated lying at and being Premises No. 149, Mahatma Gandhi Road (formerly known as Harrison Road), Kolkata 700007 (more fully and particularly



A.D





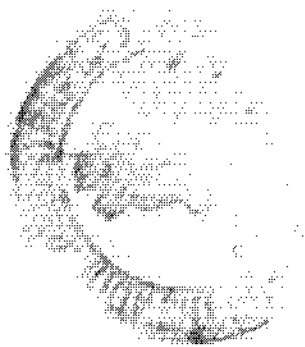
ADDITIONAL REGISTRAR
GENERAL
KOLKATA
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mentioned and described in the **FIRST SCHEDULE** hereunder written);

- (xxiv) **SAID SHARE** shall mean the undivided variable proportionate indivisible part or share in the land comprised in the Said Property attributable to either party's allocation as in the context would become applicable;
- (xxv) **SIGNAGE SPACE** shall mean all signage and display spaces outside all Units/ spaces in the common areas of the commercial area, if any and the Complex and the exterior of the new buildings including the roofs, car parking area and the open areas of the new buildings as also the boundary walls of the Complex;
- (xxvi) **SPECIFICATIONS** shall mean the specification with which the said new building and/or buildings shall be constructed, erected and completed (details whereof will appear from the **THIRD SCHEDULE** hereunder written) or such other specifications as may be recommended by the Architect. However, the specifications may be varied and/or modified from time to time as may be mutually agreed in writing by all the parties;
- (xxvii) **SERVICES** shall mean the electricity, water, generator, lifts, telecommunications and drainage connections and other essential services to be provided at the Project/ New Building as be necessary or required for beneficial use and enjoyment of the Units thereat;
- (xxviii) **TOTAL DEVELOPMENT COSTS** shall mean the aggregate of all costs, fees, charges and expenses required to be paid, incurred and disbursed by the Developer for and on account of development of the Said Property by causing demolition of the existing building and structures and further constructing the Complex and/or new building thereat, as more fully described in Article II hereinafter;
- (xxix) **TITLE DEEDS** shall mean the documents of title of the Owners and the documents referred to herein;
- (xxx) **TRANSFER** - with its grammatical variations shall include transfer by possession and by other means adopted for effecting what is understood as a transfer of Units in multi-storied Buildings in the Project to the transferees thereof as per law.


AD






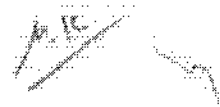
APPROVED BY THE DIRECTOR
OF ALL INDIA INSTITUTE OF MEDICAL SCIENCES
22 OCT 2014

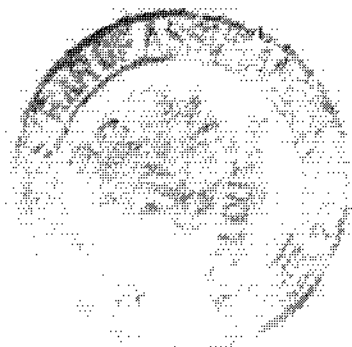
(xxx) UNITS shall mean the various apartments, shops, showrooms, office space, residential space and other spaces including car parking spaces comprised in the project to be developed and the new building to be constructed for mixed use i.e. for residential and commercial;

ARTICLE II - INTERPRETATIONS

- 2.1 In this Agreement (save to the extent that the context otherwise so requires):
- (i) Any reference to any act of Parliament/Assembly whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all instruments, notifications, amendments, orders, plans, regulations, bye laws, permissions or directions any time issued under it;
 - (ii) Reference to any agreement, contract, deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, supplemented or novated;
 - (iii) An obligation of the Developer in this Agreement to do something shall include an obligation to procure the same to be done and obligation on its part and not to do something shall include an obligation not to permit, or allow the same to be done;
 - (iv) Words denoting one gender shall include other genders as well;
 - (v) Words denoting singular number shall include the plural and vice versa;
 - (vi) A reference to a statutory provision includes a reference to any notification, modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto;
 - (vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modifications made in this Agreement from time to time as may be mutually agreed upon in writing by the parties hereto;
 - (viii) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement;


AD





COMMISSIONER GENERAL
OF INFORMATION POLICIA
2-2-060 2014

- (ix) All the Schedules shall have effect and be construed as an integral part of this agreement.

ARTICLE III - MUTUAL REPRESENTATIONS AND WARRANTIES

3.1. At or before execution of this Agreement the Owners do and each of them doth hereby assure and represent to the Developer as follows:

- (i) That the Owners are jointly and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Said Property, each of the Owners having an undivided $\frac{1}{2}$ share or interest therein;
- (ii) That various parts and portions of the Said Property are presently occupied by different tenants and occupants;
- (iii) That there is no thika tenancy in respect of the Said Property;
- (iv) The Owners shall take proper and necessary steps at their own cost and expenses for mutating their respective names in the records of the Kolkata Municipal Corporation, within three months from the Commencement Date of Agreement;
- (v) That excepting the various parts and portions of the Said Property, which are presently under the occupation of various occupants, the detailed particular whereof have already been furnished to the Developer and also subject to what is hereinafter appearing, the Said Property is otherwise free from all encumbrances and charges;
- (vi) That the Owners have a marketable title in respect of the Said Property;
- (vii) That all municipal rates, taxes and other outgoings payable in respect of the Said Property shall be borne and paid by the Owners till the Commencement Date of Agreement;
- (viii) That there is no excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976 comprised in the Said Property;
- (ix) That the Said Property or any part thereof is not affected by any requisition or acquisition or alignment of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings has been received or come to the notice of the Owners and the Said Property is not


A.D.


A.K.



ADDITIONAL REGISTRATION
OF ASSOCIATED POLICATA
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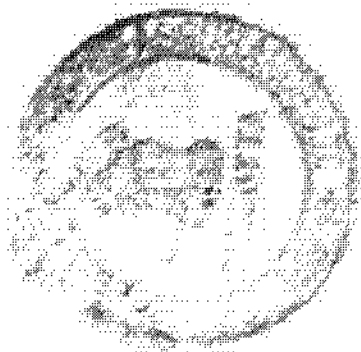
attached under any decree or order of any Court of Law or by the Income Tax Department, or by any other Government authority;

- (x) That there is no dispute with any revenue or other financial department of State or Central Government or elsewhere in relation to the affairs of the Said Property and there are no facts, which may give rise to any such dispute;
- (xi) That the Owners have not done and shall not do any act whatsoever that would in any way impair, hinder and/or restrict the grant of rights to the Developer under this Agreement;
- (xii) That the Owners have not entered into any agreement for sale, transfer, lease and/or development nor shall further create any third party interest into or upon the Said Property or any part or portion thereof. The Owners have however entered into separate agreements and/or compromise with the existing tenants to accommodate them in the new building from the shares out of the Owners' Allocation;
- (xiii) That there are no legal proceedings pending against the Owners and/or any of its Directors for enforcing any agreement for sale, transfer lease and/or development in respect of the Said Property;
- (xiv) That the Owners are legally competent to enter into this Agreement in respect of Development of the Said Property;

3.2. At or before entering into this Agreement, the Developer has also assured and represented to the Owners as follows:-

- (i) That the Developer has sufficient knowledge, skill and expertise in the matter of development of immovable properties and construction of new buildings;
- (ii) That the Developer has sufficient source of required finance and also necessary infrastructure as may be required for carrying out development of the Said Property and/or construction of the new building thereat in terms of this agreement;
- (iii) That on being entrusted with the development of the Said Property by the Owners, the Developer would carry out the development of the Said Property and construction of the new





ADDITIONAL REGISTRAR
OF ASSAM, DISPUR, BOLKATA
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building and other infrastructure at its own risk and responsibility and the same strictly as per the plan to be sanctioned by The Kolkata Municipal Corporation as also as per Municipal Laws and the building rules.

(iv) That the Developer is legally competent to enter into this Agreement in respect of Development of the Said Property.

3.3. It is recorded that relying on the aforesaid representations and further believing the same to be true and acting on the faith thereof, both the Owners and the Developer have agreed to enter into this Agreement for development of the Said Property for the consideration and subject to the terms and conditions hereinafter appearing.

ARTICLE IV - COMMENCEMENT AND DURATION

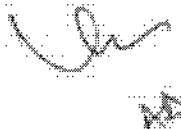
4.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from the date of sanction of the Plan or the date as on which the tenants/occupants hand over the possession of their respective spaces to the Owners herein whichever event happens later (hereinafter referred to as the **COMMENCEMENT DATE FOR DEVELOPMENT**).

4.2 Unless terminated in the manner as hereinafter appearing, this Agreement shall remain in full force and effect until the development of the Said Property and construction of the building/project is completed in all respects in terms of this Agreement.

ARTICLE V - TITLE

5.1 The Developer has carried out necessary searches of the Said Property and examined the title of the Owners and based on such examination, is satisfied in respect thereof. The Owners shall however make out a marketable title to the Said Property at their own cost and expenses.

5.2 The Owners shall always retain the physical custody of the Title Deeds in their absolute control and power and shall not part with the same in any manner whatsoever. The Owners shall also keep the Said Property free from all encumbrances, charges, liens, lispendens, attachments, liabilities of whatsoever nature. The Owners shall produce or cause to be produced the said Title Deeds as and when required by the Developer before such authority or authorities or banks or financial institution as and when required. After completion of the project the said Title Deeds shall be made over to the Association upon its formation. Provided however that in the event of the Owners or any of





ADDITIONAL PAGES FROM
THE ORIGINAL MANUSCRIPT
2 DEC 1961

them own and hold any portion of the new building, such Owner(s) shall be entitled to be made over the original Title Deed to be held in trust with an obligation to produce the same for inspection as and when so required by the Owners of the units at the new building.

ARTICLE VI - AUTHORITY TO ENTER

6. Simultaneously with the execution of this Agreement, the Owners have, in part performance hereof, allowed the Developer exclusive and free license to enter the Said Property as a Developer for carrying out the work for development. Nothing herein contained shall be construed as handing over possession by the Owners to the Developer under section 53A of the Transfer of Property Act, 1882.

ARTICLE VII - POWERS AND AUTHORITIES

7. To enable the Developer to specifically perform its obligations arising out of this Agreement, the Owners agree to execute a registered General Power of Attorney nominating, constituting and appointing the Developer to be the true and lawful attorney of the Owners, to do, execute and perform all or any of the acts, deeds, matters and things with respect to the Said Property as mentioned therein including enter into Agreement for Sale and Deed of Conveyance on behalf of the Owners for the Developers' Allocation subject to the provisions as contained in Article 23.1 herein below.

ARTICLE VIII - ADJUSTABLE/ REFUNDABLE SECURITY DEPOSITS

- 8.1 The Developer shall deposit with the Owners a sum of Rs. 4,00,00,000/- (Rupees Four Crores only), apportioned and in equal proportion, as an interest free adjustable/refundable security deposit (hereinafter referred to as the said Security Deposit). The said Security Deposit shall carry no interest and shall be paid by the Developer to the Owners in the following manner:-

(i) Rs.10,00,000/- (Rupees Ten Lacs only) on or before the Commencement Date of Agreement (the receipt whereof the Owners do and each of them doth hereby as also by the receipt hereunder written admit or acknowledge).

(ii) Rs.1,40,00,000/- (Rupees One Crore Forty Lacs only) only within 20 days from the Commencement Date of Agreement.

(iii) Rs.2,50,00,000/- (Rupees Two Crore Fifty Lacs only) in different stages as and when required by the Owners for vacating the Said Property from the existing tenants/occupants.





ADDITIONAL REGISTRAR
OF ASSOCIATED INSTITUTIONS
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- 8.2 It is agreed by and between the parties that in the event the Owners do not require the entire amount of Rs.2,50,00,000/- (Rupees Two Crore Fifty Lacs only) for the purpose of vacating the tenants from the Said Property then the Developer shall pay or deposit with Owners the actual amount required by the Owners for vacating the tenants and the balance amount out of Rs.2,50,00,000/- (Rupees Two Crores Fifty Lacs) shall be paid and or deposited on or before the demolition of the existing structures on the Said Property.
- 8.3 The said Security Deposit mentioned hereinabove shall be refunded to the Developer by the Owners at one shot payment within thirty days (30) days from the completion of the entire Project i.e after obtaining the completion certificate and occupancy certificate from the concerned authorities. The Owners shall be jointly and severally liable for refund of the said Security Deposit amount to the Developer as hereafter provided in terms of this agreement.
- 8.4 The Developer will be entitled to seek financing of the Project (hereinafter referred to as the Project Finance) by a Bank/Financial Institution (Banker) only upon commencement of construction of the New Building. Such Project Finance can be secured on the strength of the security of the Developer's allocation in the Said Property and the construction work-in-progress/receivables to the extent pertaining to the Developer's Allocation only. For this purpose, the Owners shall execute necessary documents through its delegated authority or General Power of Attorney in favour of the Developer and the Owners may join as consenting party (if required by the funding institution) to create a charge on the Developer's allocation in the Said Property and the construction work-in-progress/receivables to the extent pertaining to the Developer's Allocation in favour of Banks or Financial Institutions or any other institution(s) for availing such loan facility.

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ADDITIONAL REGISTER
OF ASSURANCE POLICIES
22 DEC 1914

Under no circumstances no charge shall be created on the Said Property or the Owners' allocation. In this regard, the Developer shall indemnify the Owners against any claim arising out of such borrowings. In any event no charge shall be created on the Owners' Allocation.

ARTICLE IX - GRANT OF DEVELOPMENT RIGHT

9.1. In consideration of the payment of the refundable interest free security deposit amount to the Owners as per Article 8 above and also the various terms, conditions and covenants recorded in this Agreement and on the part of the Developer herein to be paid, performed and observed and further in consideration of the Developer having agreed to undertake development of the Said Property and to incur the pre-development costs and the total development costs and all other costs, charges and expenses in connection therewith (hereinafter collectively referred to as the **CONSTRUCTION COSTS**) the Owners have agreed to grant unto and in favour of the Developer the right of development in respect of the Said Property and construction of the proposed new building as per the Plan to be obtained sanction from The Kolkata Municipal Corporation.

9.2. In consideration of the premises as aforesaid and also the various terms, conditions, covenants and stipulations recorded in this Agreement and also the Owners having agreed to entrust to the Developer the exclusive right to develop the Said Property as aforesaid, the Developer has agreed at its own costs to undertake, carry out and complete the development of the Said Property and construction of the new building as per the Plan to be sanctioned by The Kolkata Municipal Corporation and the same in the manner and within the time and as per the terms herein recorded.

ARTICLE - X - DEVELOPER'S COVENANTS

10.1. In order to undertake development of the Said Property by constructing, erecting and completing the new building and/or buildings in accordance with the plan to be sanctioned by the authorities concerned, the Developer shall at its own costs duly observe and perform the following:

- (i) apply for and obtain all consents, approvals, sanctions, clearance, No objections and/or permissions including those under the provisions of the Urban Land (ceiling regulation) Act, 1976 as may be necessary and/or required for undertaking development of the Said Property;





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ADDITIONAL REGISTRAR
OF ASSURANCE, KOLKATA
2-2 DEC 2014

- (ii) install all electricity, water, telecommunications, and surface and foul water drainage to and from the Said Property and shall ensure that the same connects directly to the mains;
- (iii) serve such notice/notices and enter into such agreement/agreements with statutory undertakers or other companies as may be necessary to install the services;
- (iv) give all necessary or usual notices under any statute affecting the demolition and clearance of the Property and the development, give notices to all water, electricity and other statutory authorities as may be necessary in respect of development of the Said Property and pay all costs, fees and outgoings incidental to or consequential on, any such notice and indemnify and keep indemnified the Owners from and against all costs, charges, claims, actions, suits and proceedings;
- (v) remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the Plan and further to keep the Owners and each one of them saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings in relation thereto;
- (vi) remain responsible for any accident and/or mishap caused by any act of the Developer while undertaking construction and completion of the said new building and/or buildings in accordance with the said Plan, which may be sanctioned by The Kolkata Municipal Corporation and other authorities concerned and further to keep the Owners and each of them saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings in relation thereto;
- (vii) comply and/or procure compliance of all conditions attached to the building permission and any other permissions, which may be granted during the course of development;
- (viii) comply or procure compliance of all statutes and any enforceable codes of practice of the Municipal Corporation or other authorities affecting the Said Property or the development;
- (ix) take all necessary steps and/or obtain all permissions approvals and/or sanctions as may be necessary and/or required and shall

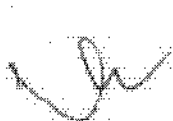

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ADDITIONAL INFORMATION
2 2 DEC 1971

do all acts, deeds and things required by any statute and comply with the lawful requirements of all the authorities for the development of the Said Property;

- (x) incur both pre-development costs and the total development costs and all other costs, charges and expenses for the purpose of constructing, erecting and completing the said new building in accordance with the Plan to be sanctioned by The Kolkata Municipal Corporation and other authorities concerned;
- (xi) make proper provision for security of the Said Property during the course of development;
- (xii) not to allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the Said Property or any part or portion thereof;
- (xiii) not to expose the Owners to any liability and shall regularly and punctually make payment of all fees and/or charges of the Architect, Engineer and other agents as may be necessary and/or required for the purpose of construction, erection and completion of the said new building;
- (xiv) to remain solely liable and/or responsible for all acts, deeds, matters and things for undertaking construction of the said new building and/or buildings in accordance with the Plan and to pay perform and observe all the terms, conditions, covenants and obligations on the part of the Developer to be paid performed and observed;
- (xv) the Developer shall be responsible from its own source to arrange all necessary finance and/or moneys as may from time to time be required for carrying out and completing the development of the Said Property and construction of the proposed new building;
- (xvi) The Developer shall ensure that the sanction plan in respect of the Said Property is obtained within a period of 2 (two) years from the date of mutation of the Said Property failing which this Agreement shall stand determined. Provided, however, the Developer shall not be restrained by any act of the Owners or Government Authority/ Authorities to obtain the sanction plan.





ADDITIONAL INFORMATION
OF ARCHIVAL VALUE INDICATED
22 DEC 2014

(xyii) The Developer shall hold the possession of the rooms and/or the land made over to them by the Owners in the capacity of a Licensee.

ARTICLE - XI - TOTAL DEVELOPMENT COSTS

11.1 The Developer shall solely be liable to incur, bear and pay the entirety of all development costs including, without limitation, the items of costs and expenses listed below:

- (i) the costs of obtaining of permissions, clearances, No objections, approvals and sanction(s) of plan in respect of the development (including fees of the architects, surveyors or consultants relating thereto) **TOGETHER WITH** planning and building regulation fees, fees payable to statutory undertakers and other fees necessary to secure all required consents and any costs in entering into and complying with any agreement or any legislature of similar nature;
- (ii) the costs of investigations, surveys, and tests in respect of soil, drains, and structures;
- (iii) the costs to be incurred and/or payable to architects, surveyors, contractors, masons, mistris, engineers, quantity surveyors or others engaged in respect of the development work and/or construction of the new building;
- (iv) all rates, water rates, or any other outgoings or impositions assessed in respect of the Said Property on the Owners or Occupants of it in respect of the Development and all costs of construction of the new building;
- (v) the pre-development costs and all other sums required to be incurred, paid and spent by the Developer in relation to commencing, carrying out and completing the Development work and construction of the proposed new building/housing project including providing of services thereat;
- (vi) all costs and interests on the finance, which the Developer may avail for undertaking development work and/or construction of the proposed new building.

11.2 Notwithstanding anything to the contrary contained in this Agreement, it is agreed and made clear that the Owners will not be liable to contribute and pay towards the pre-development costs and/or the total development costs.



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ADDITIONAL REGISTRATION
OF ALL MANUSCRIPTS
2-2 DEC 2014

ARTICLE - XII - MUTATION AND MUNICIPAL RATES AND TAXES

- 12.1. The Owners have agreed with the Developer that the Owners shall within a period of 3 (three) months from the date of execution of this Agreement, cause their names to be mutated and recorded as the Joint Owners in respect of the Said Property in the records of The Kolkata Municipal Corporation.
- 12.2 All Municipal rates, taxes and outgoings on the Said Property till the Commencement Date of Agreement shall be borne, paid and discharged by the Owners. However, in the event of any sum paid in excess by the Owners, the Owners shall be entitled to refund of the same.
- 12.3 As from the Commencement Date of Agreement the Developer shall be liable for Municipal rates and taxes as also other outgoings in respect of the Said Property till such time the Building is ready for occupation, after which, the Parties and/or their respective transferees or nominees shall become liable and responsible for payment of Municipal rates and taxes and all other outgoings (collectively Rates) in the ratio of their respective allocation.

ARTICLE - XIII - TENANTS-OCCUPANTS

- 13.1 It is recorded that portions of the Said Property are in possession of different tenants and occupiers in several portions of the Said Property, the details whereof have already been furnished to the Developer (hereinafter referred to as the Occupants).
- 13.2 The Owners hereby agree, acknowledge and confirm that it would be their responsibility and obligation at their own costs to cause the entirety of the Said Property to be vacated within a period of 9 (nine) months from the date of execution of this Agreement with a grace period of 6 (six) months (hereinafter referred to as the Vacating Date).
- 13.3 The Owners shall be entitled at their discretion to cause vacating of the portions of the Said Property in occupation of the Occupants, either by paying shifting charges and/or other charges or in the alternative by entering into Agreement or Understanding to accommodate such tenants/occupants in the proposed new building and the same out of the Owners' allocation and by due process of law.
- 13.4 The Developer has agreed that in the event of any of the said Occupants, who are to be accommodated in the proposed new building, are required to be provided temporary accommodation in the Said Property during the period of development of the Said Property

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and construction of the proposed new building, the Developer would arrange shifting of such occupant by providing them suitable temporary accommodation. However the Owners shall make sure that in no way construction procedure of the Project shall get hindered.

13.5 The Owners hereby agree to keep the Developer informed of all developments of obtaining surrender of the respective tenancies/occupations of the existing tenants/occupants and recovering vacant possession of the portions in their occupation.

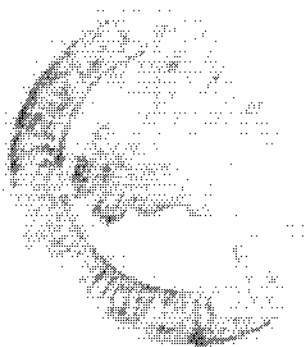
13.6 It has been agreed that as and when the said Occupants or any of them would vacate the portions in their possession/occupation, the Owners would cause the portion so vacated to be made over to the Developer for the purpose of undertaking development of the Said Property.

13.7 It is hereby expressly agreed and declared that in the event of default on the part of the Owners causing their names to be mutated as per Article 12.1 above or in making available to the Developer the vacant possession of the Said Property or portions thereof and the same by evicting the said Occupants and recovering vacant possession thereof within the said Vacating Date i.e. to say within 9 (nine) months with a grace period of 6 (six) months (totaling 15 months) then and in that event the Developer shall be entitled to be paid by the Owners an amounts equivalent to the sum paid to the Owners by the Developer till that date along with interest calculated @ 16% per annum on the said sum.

13.8 The Owners have already settled with a few tenants/occupants of the Said Property and have agreed to provide them with an accommodation in the new building/s from the Owners' allocation and the tenants/occupants have agreed to hand over possession of the areas in their occupation within 3 (three) months from the date of notice asking them to hand over possession of their rooms. Such notice to the tenants/occupiers shall deemed to be obtaining vacant possession of such tenant/occupier. However it will be the responsibility of the Owners to hand over the vacant possession to the Developer within the said 3 (three) months.

13.9 It has also been agreed that in the event the Owners fail to make available to the Developer the vacant possession of the presently occupied portions of the Said Property within the said Vacating Date, the Developer shall at its option, be entitled apart from its right mentioned in the last preceding clause, to negotiate with those of the said Occupants, who have not vacated portions in their occupation and further obtain surrender of their tenancies/occupations and recover

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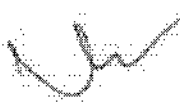
ADDITIONAL REGISTRAR
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vacant possession of the portions in their occupation by paying shifting charges and/or other charges in consultation with and as per suggestion of the Owners. The amount of shifting charges and/or other charges, which the Developer may be required to incur and pay, shall be adjusted against the amount of refundable interest free security deposit to be paid to the Owners by the Developer as provided in Article 8 above.

- 13.10 It has further been agreed that despite efforts made both by the Owners and the Developer in the manner as hereinbefore stated, if the Developer ultimately finds that it is not possible to recover possession of portions of the Said Property, then in that event the Developer shall be at liberty to cancel or rescind this Agreement and in such event, all amounts paid by the Developer to the Owners till then shall become forthwith refundable by the Owners together with interest at the said rate of 16% per annum together with the agreed liquidated damages to the extent of Rs.1,15,00,000/- (One Crore Fifteen Lacs only) over and above the abovementioned amounts and from the vacating date till refund of the entire amount with interest, the Developer shall be entitled to retain possession of portions of the Said Property vacated by the tenants/occupants till such time the aforesaid payments are made to the Developer in full.

ARTICLE XIV - APPROVED PLANNING

- 14.1 Immediately after the execution of this Agreement or soon thereafter, the Developer shall cause a map or plan to be prepared for being submitted to The Kolkata Municipal Corporation and at or before submission of the said Plan to the authorities concerned for sanction, the Developer would make over a copy of the same to the Owners. In the event of any of the Owners having any suggestions or suggesting any alterations to the Plan and if such suggestions are lawful and results in optimization of the constructed area or adds value to the project then and in that event such suggestions would be incorporated in the Plan.
- 14.2 All costs, charges and expenses for preparation of the said Plan including the architects fees and sanction fees shall be paid, borne and discharged by the Developer and in no event shall the Owners shall be liable to contribute any amount on this account. On sanction of the Plan, the developer would furnish a certified copy thereof to the Owners.
- 14.3 The Architect to be appointed by the Developer may be substituted from time to time as the Developer in its absolute discretion may deem fit and proper.



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ARTICLE - XV - AUTHORISED REPRESENTATIVES

15.1 APPOINTMENT OF OWNERS REPRESENTATIVE

For the purpose of giving effect to this agreement and implementation thereof it has been agreed that Sri Mahesh Kumar Prahladka and/or Sri Ashish Dalmia shall be deemed to be the authorised representative for and on behalf of both the Owners for the following purposes:

- (i) the giving and receiving of all notices, statements and informations required in accordance with this agreement;
- (ii) performance of the obligations and responsibilities of the Owners in connection with the Development and/or construction work as per this Agreement;
- (iii) for such other purposes of facilitating the work of completion of the said project by the Developer in terms of this Agreement.

15.2 APPOINTMENT OF DEVELOPER'S REPRESENTATIVE

For the purpose of giving effect to this Agreement and smooth implementation thereof it has been agreed that Sri Umesh Kyal and/or Sri Rahul Kyal shall be deemed to be the authorised representative of the Developer for the following purposes:

- i) the giving and receiving of all notices, statements and information required in accordance with this agreement;
- ii) performance of the obligations and responsibilities of the Developer in connection with the Development and/or construction work as per this Agreement;
- iii) for such other purposes of carrying out the work of completion of the said project in terms of this Agreement.

15.3 It is hereby expressly made clear that any act, deed or thing done by any of the said authorised representatives shall be final and binding on the parties to whom he/they represent.

ARTICLE - XVI - DEVELOPMENT

16. Upon sanction of the building Plan by The Kolkata Municipal Corporation and also upon obtaining all other permissions by the authorities concerned and the Owners making available the vacant possession of the Said Property for carrying out the construction the Developer shall -

- (i) immediately commence and/or proceed diligently to execute and complete the development of the Said Property and construction of the new building and in this regard the

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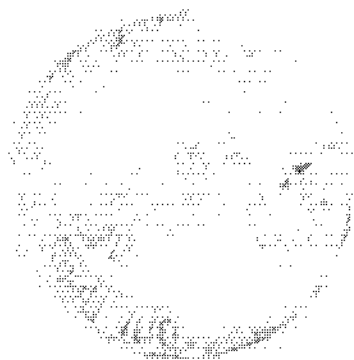
Developer shall be entitled to demolish the existing building and/or structures standing thereon and all debris accruing therefrom shall belong to the Owners;

- (ii) complete the development work and/or construction of the new building in a good and workmanlike manner and the same by use of good quality materials and the same as per details and specifications mentioned in the **Third Schedule** hereunder written and/or as may be recommended by the Architect free from any latent or inherent defect;
- (iii) execute and complete the development work and construction of the new building in accordance with the approved plan and the same as per the Municipal Laws and building Rules and shall obtain all planning permissions which may be necessary and/or required and shall comply with the requirements of any statutory or other competent authority and the provisions of this Agreement;
- (iv) in connection with the development of the Said Property the Developer shall be entitled to appoint its own professional team for undertaking development of the Said Property;
- (v) The Developer shall take all necessary steps to enforce the due, proper and prompt performance and discharge by the other parties of their respective obligations under the building contract, any sub contracts or agreements with the Development and the appointments of the members of its Professional Team and the Developer shall itself diligently observe and perform its obligations under the same;
- (vi) The Developer shall use all reasonable skill and care in relation to the development work and/or construction of the new building to the co-ordination management and supervision of the Building Contractor and the Professional Team, to selection and preparation of all necessary performance specifications and requirements and to design of the Development for the purposes for which is to be used or specific;
- (vii) The approved plans shall be prepared competently and professionally so as to provide for a housing project free from any design defect and fit for the purpose for which is to be used;

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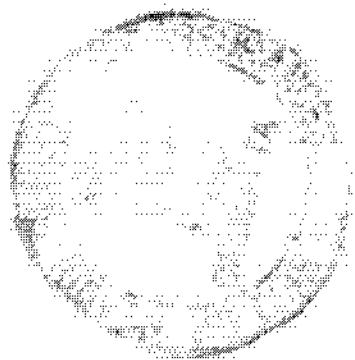
REGIONAL REGISTRAR
OF ANNUAL RETURNS-II, KOLKATA
2 2 DEC 2014

- (viii) The Developer shall commence and proceed diligently to execute and complete the development of the Said Property and construction of the new building:-
- (i) in a good and workman like manner with good quality of materials of their several kinds free from any latent or inherent defect (whether of design, workmanship or materials);
 - (ii) in accordance with the Approved Plans, Planning Permissions and all planning permissions which may be granted for the development, the consents, any relevant statutory requirement and building regulations, the requirements of any statutory or other competent authority and the provisions of this Agreement.
- (ix) The Developer shall use their best endeavors and cause the Development of the Said Property and construction of the new building strictly in accordance with the provisions of this Agreement.
- (x) The Developer shall start the foundation work, that is, commencement of work of the New Buildings at site within 90 (ninety) days from the date of receiving the final sanction of plans and all other permissions, sanctions, approvals and no objections required prior to commencement of construction and compliance of other obligations of the Owners under this Agreement (commencement of construction) and the Developer shall construct, erect and complete the New Building within a maximum period of 36 (Thirty Six) months from the Commencement Date for Development subject to force majeure, with a grace period of 12 (twelve) months.
- (xi) The Developer shall, at its own costs and expenses and without creating any financial or other liability (save and except agreed hereunder) on the Owners construct, erect and complete the New Building in pursuant to the plans to be sanctioned by sanctioning authorities and as per the specifications mentioned in the **Third Schedule** hereunder and/or as be recommended by the Architects from time to time.

ARTICLE - XVII - CONSTRUCTION AND COMPLETION

17.1 Even though this Agreement is effective from the Commencement Date of Agreement, the work of construction will commence only after the occupants of the building have vacated the portions in their respective occupation and the plan is sanctioned by the authorities concerned and unless prevented by force majeure causes, the said Project shall be

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REGIONAL REGISTER
ASSOCIATION OF POLICE
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constructed erected and completed within a period of 36 (thirty six) months with a grace period of 12 (twelve) months from the date of sanction of the said Plan or from receiving peaceful vacant possession of the Said Property as per Article 13.2 and 13.8 above, whichever event happens later (hereinafter referred to as the **COMPLETION DATE**).


17.2 In addition to the above, the Developer shall not be treated in breach of the performance of obligations if the Developer is prevented from proceeding with the work of construction by the circumstances amounting to Force Majeure as hereinafter stated.

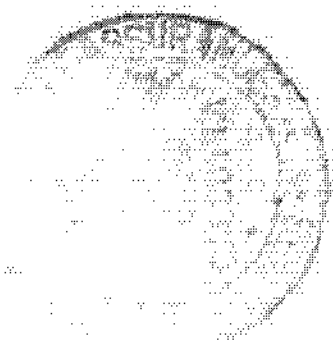
17.3 In case the Developer fails or neglects to complete the Building/s within the above stated Completion Date, i.e. 36 (thirty six) months with a grace period of another 12 (twelve) months then in that event the Developer shall be liable and hereby agrees to pay to the Owners collectively a Sum of Rs.7,50,000/- (Rupees Seven Lacs Fifty Thousands only) per month as pre-determined liquidated damages till the completion of the building/s.

17.4 It is further agreed that in the event the Developer fails to observe the covenants and conditions in this Agreement and/or fails to complete the construction within a period of 54 (Fifty four) months with a grace period of another 6 (six) months from the Commencement Date for Development then this Agreement shall stand determined and or cancelled and the Owners shall immediately refund the security deposit to the Developer together with the reasonable costs and expenses of construction borne by the Developer till such date.

17.5 The Developer shall be authorized at its own costs and in the names of the Owners in so far as is necessary to apply for and obtain building materials for the construction of the building and similarly to apply for and obtain temporary and permanent connection of water, electricity, power, drainage to the New Building and other inputs and facilities required for the construction or for better use and enjoyment of the new building/s for which purpose the Owners shall execute in favour of the Developer or its nominee or nominees a General Power of Attorney as shall be needed and/or required by the Developer.

17.6 The Developer shall at its own costs and expenses and without creating any financial and other liability on the Owners construct and complete the New Building and various units and/or apartments therein in accordance with the sanctioned plan and any amendment thereto or modification thereof made or caused to be made by the Developer and in compliance with the Municipal Laws including the Building Rules and regulation of the Municipal Corporation.

POST OFFICE
2 2 DEC 2014

- 17.7 All costs, charges and expenses including rates and taxes accruing due after the execution of this Agreement shall be paid borne and discharged by the Developer and the Owners shall bear no responsibility in this context.
- 17.8 The Developer shall solely and exclusively be responsible for the structural stability of the new building to be erected and further be liable for all actions, claims, actions and demands, which may arise due to deviation from the sanctioned plan and/or violation of Municipal Laws. The Developer shall strictly observe all required safety measures during carrying out the development work and/or construction of the new building.
- 17.9 The Developer shall duly comply with all statutory requirements as also to perform all statutory formalities as may from time to time be required for carrying out and completing the work of development of the Said Property and/or construction of the said proposed building.
- 17.10 The Developer hereby undertake to keep the Owners indemnified against all third party claims and actions arising out of any sort of act or omission of the Developer in or relating to the construction of the said new Building and/or buildings.
- 17.11 The Developer hereby undertakes to keep the Owners indemnified against all actions suits costs proceedings and claims that may arise out of the Developer's action with regard to the development of the Said Property and/or in the matter of construction of the said new building in deviation of the Plan and/or for any defect therein.
- 17.12 If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise of the Developer, the Architect or their labourers or contractors, the same shall be on account of the Developer and the Owners shall be fully absolved of any liability or claims thereof or there from.
- 17.13 The Developer shall provide necessary common parts, facilities and amenities including the water, drainage and sewerage connections at the new building for beneficial use and enjoyment of the units at the new building and the same as described in the **Second Schedule** hereunder written.
- 17.14 The Developer shall after having completed construction of the new building duly apply for and obtain necessary completion Certificate and/or occupation certificate from the concerned authority as may be required for the use and occupation of the units by the purchasers.





ADDITIONAL EVIDENCE
OF ACQUISITION OF RIGHTS
22 DEC 2014

ARTICLE - XVIII - SPACE ALLOCATION

- 18.1 It is hereby agreed and declared by and between the parties hereto that in consideration of the premises herein and also the Owners being the owners of the Said Property shall be entitled to ALL THAT the 65% of the total constructed area to comprise in various units, apartments constructed spaces, shoprooms and/or showrooms and open and covered car parking spaces TOGETHER WITH the undivided proportionate share in all common parts portions areas facilities and amenities comprised in the said housing complex and TOGETHER WITH the undivided proportionate share in the land underneath the said building appurtenant thereto (hereinafter referred to as the OWNERS' ALLOCATION).
- 18.2 It is hereby also agreed and declared that in consideration of the Developer at its own costs undertaking the development of the Said Property and construction of the new building, the Developer shall be entitled to retain for itself ALL THAT the remaining 35% of the total constructed area to comprise in various units, apartments constructed spaces, shoprooms and/or showrooms and open and covered car parking spaces TOGETHER WITH the undivided proportionate share in all common parts portions areas facilities and amenities comprised in the said housing complex and TOGETHER WITH the undivided proportionate share in the land appurtenant thereto (herein referred to as the DEVELOPER'S ALLOCATION).
- 18.3 Both the Developer and the Owners shall sell their respective units at the said new building and the sale proceeds shall also go in their respective bank accounts.
- 18.4 The Owners and the Developer shall demarcate their allocations by mutual consent upon getting the building plan sanctioned from the sanctioning Authority. This allocation shall be recorded in a separate instrument. The Earmarked area shall also be recorded in that instrument.
- 18.5 The Developer will grant a Registered General Power of Attorney and/or authorize by way of Board Resolution to the Owners and/or their nominees and/or authorized representatives named in Article 15.1 hereinabove to act jointly and/or severally and further to execute and register the Deeds of Conveyance and the Sale agreements in respect of the Owner's Allocation in the name and on behalf of the Developer as Confirming Party in favour of the Intending Purchasers.



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DE PROPIEDAD DE KOLKATA
2 2 2014

- 18.6 The consideration amount payable by the endusers/purchasers shall be received, realized and collected by the Developer and the Owners for their respective allocations.
- 18.7 The Owners and Developer record and confirm that the ultimate roof of the new building and/or buildings shall be shared between the Developer and the Owners in the ratio of 20:80 (20% being the Developer's share and 80% being the Owners' share).
- 18.8 The Owners and Developer further record and confirm that the ingress and egress of Commercial Part and portion of the new building shall be separate from the Residential part, if any, and portion of the new building and that the endusers of the Commercial Part and portion shall have no right in respect of the common parts and portions belonging to and/or enjoyed by the residential flat/apartment owners.
- 18.9 The Income Tax and any other taxes which may be imposed by any authority, payable in respect of the Said Property and/or units respectively forming part of the Owners' Allocation and the Developer's allocation shall be paid respectively by the Owners and the Developer.
- 18.10 The Developer shall be liable to make payment of the Service Tax and all other statutory dues and levies while undertaking construction of the new building and/or buildings in terms of this agreement **PROVIDED HOWEVER** the Developer shall be liable to make payment of any amount which may have to be paid upon sale and transfer of the units, apartments, constructed spaces and car parking spaces after collecting the same from the intending purchasers of the various units at the new building.
- 18.11 After completion of construction of the said new building, the Developer and/or its nominees/transferees shall be liable to pay its proportionate share of municipal taxes and maintenance charges i.e. 35% and that the balance 65% of the municipal taxes will be on account of the Owners and/or their nominees/transferees.
- 18.12 The Owners and the Developer shall be entitled to share the gross revenues generated from hiring of any spaces, installations of mobile towers, letting out of any areas, putting up of any hoarding and/or signage etc. on all areas.
- 18.13 The Owners and/or their nominees shall be entitled to co-brand the project with the Developer.





ADDITIONAL REGISTRATION
OF ASSOCIATION RECORDS
2 2 DEC 2014

ARTICLE - XIX - CONTRIBUTION OF CHARGES - DEPOSITS AND ADVANCES

19.1 **CHARGES** - All agreements which are to be entered into for sale and transfer of the various units, showrooms, shoprooms, residential apartments, constructed spaces and car parking spaces in the said housing project/new building, whether forming part of the Owners' Allocation or the Developer's Allocation shall provide for making payment of the following amounts and in the event of the Owners entering into agreement for sale of the Units and Spaces forming part of the Owners' allocation the Developer will be entitled to be paid by the Purchasers/Transferees of the undermentioned amounts. The Developer shall also be entitled to be paid the under mentioned amounts by the intending purchasers in respect of the Developer's Allocation:

- (i) proportionate share of CESC Transformer charges/HT Services on actuals;
- (ii) proportionate share of Generator connection to the unit/showroom on actuals;
- (iii) Any amount which may become payable in accordance with the prevailing laws and the rules framed thereunder on actuals;
- (iv) Such charges as may be determined for formation of the Holding Organisation and/or Association of Owners;
- (v) Service Tax;
- (vi) Maintenance charges.

19.2 In addition to the above each of the Intending Purchasers of units at the new building in terms of the agreements to be entered into with them shall be liable to keep in deposit and/or make payment by way of advances the proportionate share of municipal rates taxes and other outgoings estimated for one year or until such time mutation is effected in the name of the Intending Purchasers.

19.3 The aforesaid charges are indicative and the parties hereto in consultation with each other may from time to time mutually agree in writing and/or decide to impose such further charges which are to be recovered and/or paid by the intending purchasers.

19.4 **SINKING FUND** - In addition to the above and in order to maintain decency of the said housing project to be constructed at the said





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Property and also for the purpose of making provision for any amount which may have to be incurred by way of capital expenditure each of the intending purchasers shall be liable to pay and/or to keep in deposit such amount which may be required to be paid as and by way of Sinking Fund and the amount to be paid on account of such Sinking Fund shall be mutually decided by the Owners and the Developer in consultation with each other.

- 19.5 As and when the Owners enter into any agreement for sale and transfer of the units, residential apartments, showrooms, constructed spaces and car parking spaces forming part of the Owners' Allocation they shall obtain and/or insist upon payment of the amounts of Sinking Fund and Maintenance Deposit as stated hereinbefore, to be paid by the intending purchasers and shall make over the same to the Developer who in its turn after adjusting and appropriating the amounts incurred by it, shall make over the balance to the Association upon its formation.
- 19.6 The advertising and publicity cost shall be entirely borne by the Developer and the marketing cost (i.e. brokerage) for the Developer's allocation shall be borne by the Developer and the marketing costs (i.e. brokerage) for the Owners' allocation of the Project shall be borne by the Owners on actual basis.

ARTICLE - XX - MAINTENANCE OF THE COMMON PARTS AND PORTIONS FORMING PART OF THE SAID PROJECT

20. The Developer jointly with the Owners shall frame necessary rules and regulations for the purpose of regulating the user of the various units of the said project also the common parts and essential services at the new building. Each of the intending buyers acquiring a unit/space in the said project shall be liable and agrees to observe such rules and regulations as shall be framed from time to time and shall also be liable to contribute the proportionate share on account of the maintenance charges to the maintenance-in-charge / maintenance company / association or to the Developer till such time the Association is formed.

ARTICLE - XXI - FORCE MAJEURE

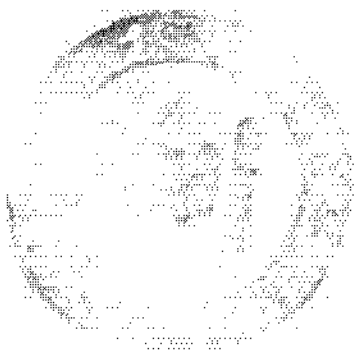
- 21.I The Developer shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Developer to be performed and observed if it is prevented by any of the conditions herein below:

- (i) Fire;
- (ii) Natural calamity;

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ADDITIONAL REGISTRAR
OF PATENTS AND TRADE MARKS
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- (iii) Tempest;
- (iv) Declared and undeclared war, riot and civil commotion;
- (v) Any prohibitory order from the court, Kolkata Municipal Corporation and other Government authorities;
- (vi) Any relevant Government or Court orders with regard to the title of the Said Property affecting the construction of the Project.

21.2 The Developer shall intimate in writing to the Owners' representative in case of development works stopped or suspended due to any condition under Force Majeure which may affect the completion date of the project.

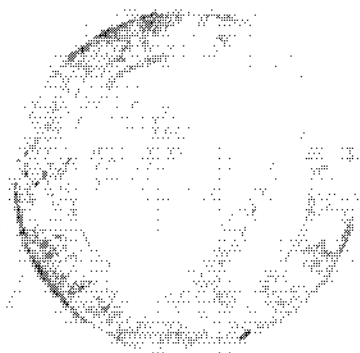
ARTICLE - XXII - MAINTENANCE-IN-CHARGE

22.1 After completion of the said Project, the Developer with the consent and concurrence of the Owners shall cause an Association/Company/LLP to be formed for the purpose of taking over of the maintenance and administration of the common parts and portions and also for the purpose of rendition of the common services. Each of the persons acquiring a unit/space in the said new building and/or project shall become a member of such Association/Company/LLP and such Association/Company/LLP. Such organisation shall be a non profit making organisation.

22.2 After the possession of their respective allocations is taken over by the Owners and the Developer, the Owners shall be responsible and hereby agree and undertake to pay and bear all rates, taxes, maintenance charges and outgoings in respect of the Owners' allocation and similarly the Developer shall be responsible and hereby agrees and undertakes to pay and bear all rates taxes maintenance charges and other outgoings in respect of the Developer's allocation. As from the date of possession of the respective allocations, the parties hereto shall also be responsible to pay and bear the maintenance and service charges for the common areas and facilities in the New Building in proportion to their respective allocations.

22.3 in the event of the control of the common parts and portions and the obligation of rendition of common services being entrusted to any Facility Management Company (hereinafter referred to as the **MANAGEMENT COMPANY**) each of the persons acquiring a unit/space in the said new building and/or project shall be liable unconditionally to make payment of the proportionate share of the





ADDITIONAL REGISTRAR
OF ASSURANCE, KUALA
2 2 DEC 2014

maintenance charges to such Management Company without raising any objection whatsoever or howsoever.

ARTICLE - XXIII - OWNERS' OBLIGATIONS

23.1 The Owners have agreed:

- (i) To co-operate with the Developer in all respect for development of the Said Property in terms of this Agreement;
- (ii) To execute all deeds, documents and instruments as may be necessary and/or required from time to time in terms of this agreement;
- (iii) For the purpose of obtaining all permissions approvals and/or sanctions by the Developer, to sign and execute all deeds, documents and instruments as may be necessary and/or required to enable the Developer to undertake construction of the New Building and/or Buildings in accordance with the said Plan;
- (iv) The Owners will grant a registered General Power of Attorney in favour of the Developer or its Directors to enable the Developer to :-
 - a) Obtain sanction of the plan;
 - b) Obtain all permissions approvals sanctions and/or consents as may be necessary and/or required including permission from the Fire Department, Police, Urban Land Ceiling, Pollution control Board, KIT, Survey Department, KMDA, Kolkata Municipal Corporation and other authorities;
 - c) To appoint Architect, Engineers, Contractors and other Agents;
 - d) Do all acts deeds and things for the purpose of giving effect to this agreement;
 - e) To execute the Deed of conveyance and the Sale agreements in respect of the undivided proportionate share in the land attributable to the saleable units forming part of the Developer's allocation in favour of the Intending Purchases acquiring units, apartments, constructed spaces and car parking spaces forming part of the **DEVELOPER'S ALLOCATION SUBJECT HOWEVER** to what is hereinafter appearing;

IT IS BEING EXPRESSLY AGREED AND DECLARED that by virtue of the said Power of Attorney the Developer shall not be entitled to convey or otherwise permit the use of any of the units, apartments,





ADDITIONAL REGISTRATION
OF ADDITIONAL REGISTRATION
22 DEC 1914

constructed spaces and car parking spaces forming part of the Developer's allocation at the new building until such time the Owners' Allocation is offered to be delivered to the Owners. The Developer shall not be entitled to cause any liability on the Owners on the strength of such Power of Attorney and in this regard, the Developer shall keep the Owners and each one of them saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.

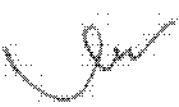
- 23.2 The Owners and/or their transferees shall be liable to make payment of all the taxes related to the Owners' allocation from the date of obtaining Completion Certificate and notice of possession.

ARTICLE - XXIV- DEVELOPER'S INDEMNITY

- 24.1 The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of act of commission or omission of the Developer in or relating to the construction of the said new Building.
- 24.2 The Developer hereby undertakes to keep the Owners and each of them indemnified and indemnifies the Owners against all actions, suits costs proceedings and claims that may arise due to the Developer's action with regard to the development of the Said Property and/or in the matter of construction of the said new Building and/or for any defect therein;
- 24.3 If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise any act of the Developer or their agents, the same shall be on account of the Developer and the Owners shall be fully absolved of any liability or claim thereof or there from.
- 24.4 The Developer hereby undertakes that without prior written permission of the Owners, the Developer shall not be entitled in any manner to assign and/or transfer this Development Agreement and/or rights under this Agreement to any one whatsoever.

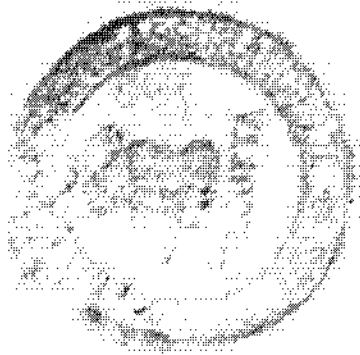
ARTICLE - XXV- OWNERS' INDEMNITY

25. The Owners shall indemnify and keep the Developer saved, harmless and indemnified or from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Developer resulting from breach of this Agreement by the Owners and/ or arising from any successful claim by any third party for any defect in title of the Said Property.



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AMERICAN REGISTER
OF ARCHITECTS & BUILDERS
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ARTICLE - XXVI - BREACHES

- 26.1 If the Owners fail to cause their names mutated as mentioned in the Article 12.1 above or fail to cause the Said Property to be vacated in the manner and within the time as mentioned in Article 13.2, 13.4 and 13.8 above hereinabove provided and further the Developer is of the opinion that it is not viable to undertake development of the Said Property and in this regard the opinion of the Developer shall be final and binding then in that event the Developer shall be entitled to cancel and/or rescind this Agreement and shall claim refund of the Security deposit paid to the Owners along with an interest of 16% p.a. and the agreed liquidated damage to the extent of Rs.1,15,00,000/- (Rupees One Crore Fifteen Lacs only) and until refund of the entirety of the said amount receivable by the Developer, the Developer shall be entitled to retain possession of the areas of the Said Property vacated by the tenants/occupants.
- 26.2 Save as aforesaid none of the parties shall be entitled to cancel and/or rescind this agreement and that in the event of any breach on the part of either party (hereinafter referred to as the **DEFAULTING PARTY**) the other party shall be entitled to sue the defaulting party for specific performance of this agreement and for other consequential reliefs.
- 26.3 It is hereby made expressly clear that none of the parties shall be entitled to initiate any proceeding against the other without referring all such disputes and differences to arbitration as per Article 30 hereunder. The Owners hereby undertake not to do any act deed or thing which may hinder and/or bring to a standstill the work of development.
- 26.4 It is further agreed that in the event the Developer fails to observe the covenants and conditions in this Agreement and/or fails to complete the construction within a period of 54 (fifty four) months with a grace period of another 6 (six) months from the Commencement Date of Development then and in that event this Agreement stand determined and the Developer shall be entitled to the amount paid to the Owners as Security Deposit together with the reasonable cost of construction till such stage of construction borne by the Developer till such date in which the Building then stands.

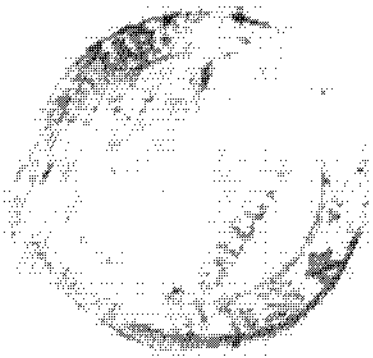
ARTICLE - XXVII - MUTUAL COVENANTS

- 27.1 It is hereby expressly made clear by and between the parties hereto that the whole object of the parties of entering into this agreement is the development of the Said Property by construction of new building and/or buildings thereon by the Developer and to sell and transfer the



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ADDITIONAL REGISTRAR
OF ASSURANCE INCORPORATED
22 DEC 1984

various units, apartments, showrooms constructed spaces and car parking spaces respectively forming parts of the Owners' Allocation and the Developer's Allocation in favour of various intending purchasers and as such the parties have agreed to render all possible co-operation and assistance to each other.

27.2 Neither of the Parties hereto shall do any act deed or thing which may be in contravention and/or violation of any of the terms and conditions herein contained and further to do all acts deeds and things as and when necessary and/or required for smooth implementation of this agreement.

27.3 The Owners agree and undertake not to do any act deed or thing which may cause hindrance or obstruction in the Developer undertaking the work of construction of the said new building and/or buildings in terms of this agreement. The Owners further agree and undertake not to create any kind of charge and/or mortgage nor to lease out and/or let out and/or part with possession of the existing building and structures at the Said Property or any part thereof, without the consent of the Developer, in writing.

ARTICLE - XXVIII - NEGATIVE COVENANTS

28. As and by way of negative covenant the Owners have assured and covenanted with the Developer as follows:

- (i) Not to enter into any agreement for sale transfer and/or development in respect of the Said Property. The Owners however shall be at liberty to sell, enter into Agreements for Sale and also to sell the units and portions forming part the Owners' allocation in the proposed new building.
- (ii) Not to create any interest of any third party into or upon the Said Property or any part or portion thereof. This will not however prevent the Owners from selling on ownership or otherwise disposing of the units and other spaces forming part of the Owners' Allocation in the new building;
- (iii) Not to induct any new tenant/occupant in the Said Property after Commencement Date of Agreement but this will not prevent the Owners from inducting tenants and other occupiers in the Flats/units forming part of the Owners' Allocation in the new building;
- (iv) Not to do any act deed or thing which may be contrary or in violation of any of the terms and conditions of this agreement;

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2 DEC 2014

- (v) To do all acts deeds and things as may be necessary and/or required from time to time.

ARTICLE XXIX- MISCELLANEOUS

- 29.1 **RELATIONSHIP OF THE PARTIES:** The Owners and the Developer have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between the Owners and Developer or constitute an association of persons.
- 29.2 Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owners of the Said Property or any part thereof to the Developer or as creating of any right, title or interest thereof of the Developer other than the License to the Developer to commercially develop the same in terms hereof and to deal with the Developer's allocation in the new building in the manner as contained herein.
- 29.3 **NON WAIVER:** Any delay tolerated and/or indulgence shown by either party in enforcing the terms and conditions herein mentioned, such tolerance or indulgence shown shall not be treated or constructed as a waiver of any breach nor shall the same in any way prejudicially affect the rights of either party.
- 29.4 **ENTIRE AGREEMENT:** This Agreement supersedes all representations, understandings, writings and/or correspondence made between the parties hereto prior to the Commencement Date of Agreement. Any addition, alteration or amendment to any of the terms mentioned herein shall not be capable of being enforced by any of the parties unless the same is recorded in writing and signed by both the parties. This Agreement also supersedes all documents exchanged between the Owners inter-se in respect of the Said Property.
- 29.5 **COSTS:** Each party shall pay and bear its own cost in respect of their respective Advocates and/or Solicitor's fees. The Stamp Duty and Registration charges towards this Agreement, Supplementary Agreement, Power of Attorney etc. shall be paid borne and discharged by the Developer.
- 29.6 **NOTICES:** Notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered or sent by speed post with recorded delivery to the proper address of the relevant Party mentioned above (or such other address as is otherwise notified by each party from time to time). Any such notice, demand or communication shall, unless the contrary is proved,



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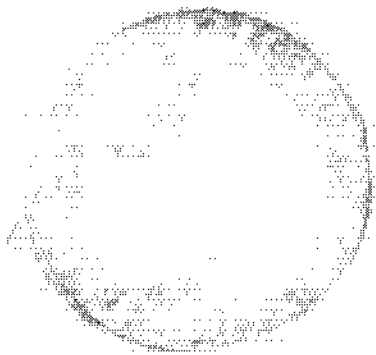


ADDITIONAL REGISTER
OF ASSURANCE POLICIES
2 2 DEC 2014

be deemed to have been duly served two days after dispatch of the same by Speed Post.

- 29.7 The time shall be the essence as regards the time and period mentioned herein and also the times and periods, which may be agreement between the Parties are substituted or modified or extended.
- 29.8 If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 29.9 All municipal rates taxes and other outgoings (hereinafter referred to as the Rates & Taxes) payable in respect of the Said Property upto the Commencement Date of Agreement shall be paid borne and discharged by the Owners and thereafter the same will be paid borne and discharged by the Developer until handing over of the Owners' Allocation.
- 29.10 No modifications, amendments or waiver of any of the provisions of this Agreement shall be valid and effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto.
- 29.11 This Agreement shall be binding on the parties hereto and their respective successors, successors-in-interest and assigns.
- 29.12 In the event of any ambiguity or discrepancy between the provisions of this Agreement and the articles, then it is the intention that the provisions of this Agreement shall prevail and accordingly the parties shall exercise all voting rights and other rights and powers available to them so as to give effect to the provisions of this Agreement and shall further, if necessary, procure any required amendment to the Articles.
- 29.13 Nothing contained in this Agreement shall be deemed to constitute a partnership between the parties hereto nor shall constitute any party the agent of the other for any purpose.
- 29.14 Each party shall co-operate with the others and execute and deliver to the others such other instruments and documents and take such other actions as may be reasonably required for from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.





ADDITIONAL REGISTRAR
OF ADVERTISEMENTS, CALCUTTA
22 OCT 2014

ARTICLE - XXX - ARBITRATION

- 30.1 The parties as far as possible shall try to amicably resolve all disputes and differences which may arise but in the event of such differences and/or disputes are not amicably resolved then and in that event all disputes or differences between the parties hereto in any way touching or concerning this Agreement or as to the interpretation scope or effect of any of the terms and conditions herein contained or as regards the rights and liabilities of the parties hereto shall be referred to arbitration or an arbitral forum comprising of three persons (Tribunal) one to be appointed by each of the parties and the third to be appointed by the two Arbitrators appointed by the parties and the provision of the Arbitration and Conciliation Act, 1996 shall apply.
- 30.2 The Arbitral Tribunal shall be entitled to proceed summarily and need not give any reasons for its award. The venue of the Arbitration proceeding shall be at Kolkata. The Arbitral Tribunal may make interim Awards. The Award of the Arbitral Tribunal shall be final and binding upon the parties;

ARTICLE - XXXI - JURISDICTION

31. Courts at Kolkata alone shall have jurisdiction to entertain try and determine all actions suits and proceedings arising out of these presents between the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO
THE SAID PROPERTY

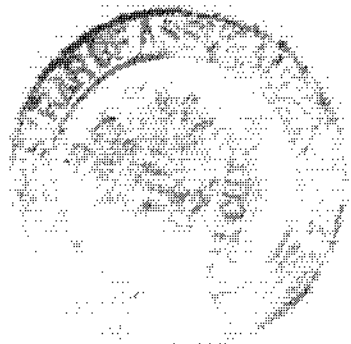
ALL THAT an area of 1 Bighas 10 Cottahs 8 Chittacks and 31 Square Feet, be the same a little more or less, TOGETHER WITH five storied buildings, hereditaments, tenements, courtyards and other structures whatsoever containing an area of 45,000 Square Feet, be the same a little more or less, lying erected and/or built thereon situate lying at and being municipal premises no. 149, Mahatma Gandhi Road (formerly known as Harrison Road), Police Station Jorasanko, Kolkata 700 007, Ward No.43 within the limits of the Kolkata Municipal Corporation and butted and bounded in the manner as follows:-

- On the North by : Syed Sally Lane,
On the South by : Mahatma Gandhi Road,
On the East by : Premises no. 147, Mahatma Gandhi Road and
On the West by : Premises no. 151, Mahatma Gandhi Road.



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ADDITIONAL SECRETARY
OF AGRICULTURE, BELLARY
22 DEC 1984

THE SECOND SCHEDULE ABOVE REFERRED TO

COMMON PARTS, PORTIONS, AREAS, FACILITIES AND AMENITIES:

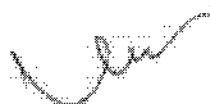
1. Lobbies, common passages and staircases of the Building and common paths in the Said Property.
2. Lifts, lift machinery and lift pits.
3. Common drains, sewers and pipes.
4. Common water reservoirs, water tanks, water pipes (save those inside any Flat) and deep tubewell appurtenant to the Building.
5. Wires and accessories for lighting of Common Areas of the Building.
6. Pumps and motors.
7. Fire safety system as per recommendation of West Bengal Fire Service Department.
8. Generator for lift and common services and areas.
9. Intercom system.
10. Caretaker Room, Durwan Room/Gumti.
11. Car Porch Area.
12. Space for Generator installation, Electrical installation and Meter Room.
13. Lightening Arrester.

THE THIRD SCHEDULE ABOVE REFERRED TO

PART - I

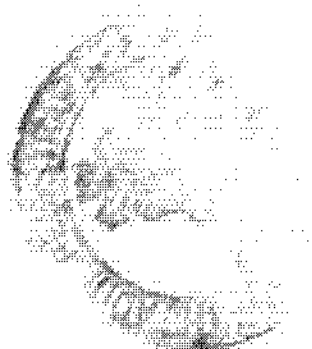
(SPECIFICATIONS FOR RESIDENTIAL AREA)

1. STRUCTURE:
R.C.C. Framed Earthquake resistant Structure on pile foundation with brick walls (external and internal). Basement with R.C.C. retaining walls.
2. ELEVATORS:
Automatic Lift of KONE/OTIS/Schindler.
3. FLOORING:
All premium quality Vitrified Tiles in the dining, drawing bed rooms and superior quality tiles of Kajaria, Orient, Johnson/ or equivalent make on the walls and floors of bathroom and good quality tiles in kitchen.
All kitchens and bathrooms floors to be properly water proofed along with the roof.
Lift Facie : Italian Marble/Granite.
4. DOORS & WINDOWS:
Wooden flush door with extra wooden decorative main doors.
Good quality anodized Aluminum windows matching with the elevation.



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5. **WALL FINISH AND INTERIORS:**

Cement putty finish on all interior walls.

Common areas will be painted with Acrylic Emulsion Paint.

All Lobbies with decorative ceiling and imported Italian marble/ Vitrified tiles.

6. **ELECTRICAL:**

Copper wiring throughout in concealed conduits with provision for adequate light points, TV, Telephone Sockets with MCB's with premium quality switches together with the main line.

Best quality copper wiring with A/C points in all the bedrooms, sitting & dining.

7. **KITCHEN:**

Granite top cooking platform with one stainless steel sink with drain board and 2 ft. height premium quality vitrified tiles of Kajaria, Johnson, Orient or equivalent above platform.

Exhaust fans in Kitchen.

8. **BATHROOM:**

Good quality Jaguar/ Roca/Kohler fittings in all the bathrooms

Light coloured Johnson/Parry sanitary ware

Hot and cold water line in all the bathrooms.

Facilities for exhaust fans in bathrooms

Geyser points in all bathrooms & 1 washing machine point.

9. **GENERAL FACILITIES:**

Intercom facility in each flat (with closed circuit T.V.) for communication between main lobby, gate and flats

DTH/Cable connection in all bedrooms and drawing room.

Fire safety system as per recommendations of West Bengal Fire Services Department.

Generator Back-up for common areas and any extra power requirement for units/flats/apartments will be available at an extra cost.

Air-conditioned Community Hall.

Air Conditioned Main Lobby at the ground floor

Water proofing of the roof and finished with roof tiles.


Deep Tube-well and corporation supply with adequate UG reservoir for drinking and fire fighting water along with iron removal and filtration unit

Driveway - Greenery, flowerpots/creepers. Floors with heavy duty tiles/ stone

Decorative Boundary wall with proper landscaping and as per specification of the Architect

Car parking on the basement and the ground floor.

Mechanical parking on the ground floor.

 AD





ADDITIONAL REGISTER
OF ASSOCIATED RECORDS
2 2 DEC 2014

Well equipped Gym with AC
Lawn and Landscaped Garden
VRF/split A/C installation, if any, at extra cost.

10. **POWER SUPPLY & BACK UP:**

CESEC HT / LT deposits, Cabling charges and transformer charges to be paid by respective Office Space owners.
100% power back up at extra cost.

PART -II

(SPECIFICATIONS FOR COMMERCIAL AREA)

1. **STRUCTURE:**

R.C.C. framed Earthquake resistant structure on pile foundation with brick walls (external and internal). Basement with R.C.C. Retaining Walls.

2. **FLOORING:**

Lobbies - Granite / Vitrified tiles / Italian Marble
Unit - Vitrified tiles of Kajaria/Johnson or equivalent make
Toilet - Anti Skid tiles of Kajaria/Johnson

3. **UNIT MAIN DOOR**

Electronic Rolling shutter / Wooden Door

4. **TOILETS DOOR**

Wooden Flush door finished with both side teak veneers.

5. **WALLS FINISH**

- Cement putty finish on all interior walls.
- Common areas will be painted with Acrylic Emulsion Paint.

Toilets - Ceramic Tiles of Orient/Kajaria/ Johnson etc.

6. **WINDOWS:**

Exclusive powder coated Aluminum/UPVC (Fenesta) casement / sliding window.

7. **TOILET FITTINGS:**

Designer ceramic tiles of Kajaria, Orient, Johnson or equivalent on walls upto full 6 feet from the floor. High quality Sanitary wares.

8. **ELEVATORS :**

automatic lift of OTIS/SCHINDLER /KONE along with bed lift.

9. **ELECTRICALS:**

Unit - provided with main DB.

[Handwritten signature]

[Handwritten initials]



5
REGISTER
OF
2 DEC 2011

Toilet Area - complete with copper wiring with Modular switches.

10. ELEVATION :

Modern elevation with structural glazing.

11. FIRE PROTECTION:

Fire safety system as per recommendation of West Bengal Fire Service Department.

12. COMMUNICATION:

Provisions for easy communication wiring direct from the ground floor to each office. Camera aided vigilance for complete safety.


Intercom facility to each office connected to the reception/security.

13. WATER SUPPLY:

Corporation water, Deep Tubewell.

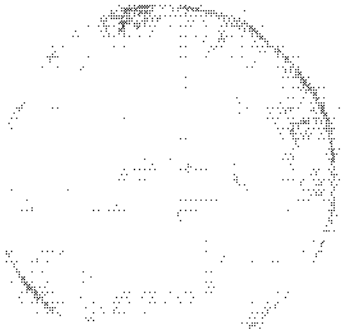
14. GENERAL FACILITIES:

- Intercom facility in each for communication between main lobby, gate and offices.
- CCTV camera.
- Generator Back-up for common areas and any extra power requirement for units will be available at an extra cost.
- Water proofing of the roof and finished with roof tiles.
- corporation supply with adequate UG reservoir for drinking and fire fighting water
- Deep tubewell, Iron removal and filtration unit
- Driveway - Greenery, flowerpots/creepers. Floors with heavy duty tiles/ stone
- Decorative Boundary wall with proper landscaping and as per specification of the Architect
- Lawn and Landscaped Garden
- VRF/ split A/C installation, if any, at extra cost.



AD

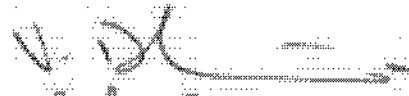





ADDITIONAL REGISTRAR
OF ANTIMONY, KOLKATA
23 DEC 2014

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

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

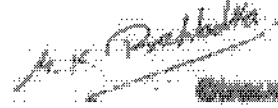
1. 
V. D. Sarani
18, P. M. Sarani
W/O-19

2. 
Ranita Sarkar
13, Neerajdatta place
KOL- 7

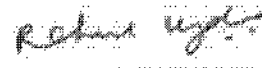
FOR ELEGANT PROFTY PRIVATE LIMITED

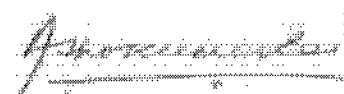

Director
(ASHISH DALMA)

FOR DALYEDERA ENTERPRISES PVT. LTD.


Director
(MAHESH KUMAR PRAHLADA)

SIGNED SEALED AND DELIVERED by the DEVELOPER at Kolkata in the presence of:-

1. 
Renuka Ujwal
30C, South end Park
Kolkata - 700029

2. 
Ashish Kumar Das
(ASHISH KUMAR DAS)
72, Lord Swami Road
Kolkata - 700071

FOR Elexon Dealers Pvt. Ltd.


Director / Authorized Signatory

Drafted by:
Somai Bhattacharya

Advocate, Hsein Court, Cal.



REGIONAL REGISTRAR
OF ASSAM, DISPUR, KOLKATA
22 DEC 2014

Receipt And Memo of Consideration

Received of and from the within named Developer the within mentioned sum of Rs.10,00,000/- (Rupees Ten Lacs only) being the money payable under these presents for the Said Property mentioned in the First Schedule above, in the following manner:

Date	Cheque No.	Bank & Branch	Amount (Rs.)
24.11.2014	346135	Indian Overseas Bank, Kalighat Branch	5,00,000.00
-do-	346134	-do-	5,00,000.00
Total			10,00,000.00

(RUPEES TEN LACS ONLY)**For ELIGANI PROJECT PRIVATE LIMITED**


Director

For BALVENKAT ENTERPRISES PVT. LTD.

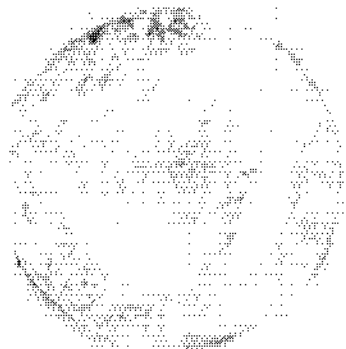

Director

[Signature of the Owners]

Witnesses:

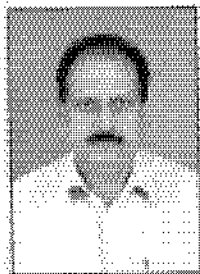
Susmit Das
 bi. old fort office St.
 Kolkata - 700001.

Rajesh Das
 13/00000000000000000000
 Kolkata - 700007



REPRODUCTION OF
OF ARCHIVAL MATERIAL
2-2-2014

SPECIMEN FORM FOR TEN FINGER PRINTS



A.K. Basak



Little



Ring



Middle



Fore



Thumb

(Left Hand)



Thumb



Fore



Middle

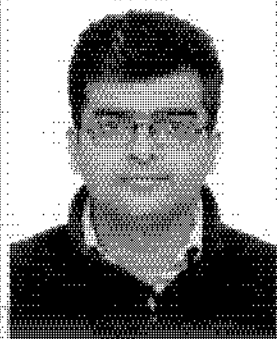


Ring



Little

(Right Hand)



A. Das



Little



Ring



Middle



Fore



Thumb

(Left Hand)



Thumb



Fore



Middle

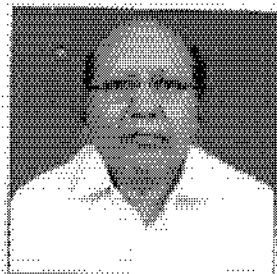


Ring



Little

(Right Hand)



Amrita K. Das



Little



Ring



Middle



Fore



Thumb

(Left Hand)



Thumb



Fore



Middle



Ring



Little

(Right Hand)

PHOTO

Little

Ring

Middle

Fore

Thumb

(Left Hand)

Thumb

Fore

Middle

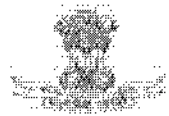
Ring

Little

(Right Hand)



ADDITIONAL REGISTRAR
OF ASSOCIATIONS IN KOLKATA
2 250 201 1



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

Endorsement For Deed Number : I - 15751 of 2014
(Serial No. 15397 of 2014 and Query No. 1902L000036532 of 2014)

On 22/12/2014:

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

Presented for registration at 18.07 hrs on 22/12/2014, at the Private residence by Umesh Kyal
 Claimant.

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

Execution is admitted on 22/12/2014 by

1. Ashish Darnia
 Director, Elegant Profm Pvt Ltd, 2, Anandilal Poddar Sarani, 1st Floor, Kol, Thana-Shakespeare
 Sarani, District-Kolkata, WEST BENGAL, India, Pin -700071,
 By Profession : Business
 2. Mahesh Kumar Prahladka
 Director, Belvedere Enterprises Pvt Ltd, 2, Anandilal Poddar Sarani, Kol, Thana-Shakespeare Sarani,
 District-Kolkata, WEST BENGAL, India, Pin :-700071,
 By Profession : Business
 3. Umesh Kyal
 Director, Zircon Dealers Pvt Ltd, 122/1 R, Satyendra Nath Majumder Sarani, Kol, Thana-Tollygunge,
 District-South 24 Parganas, WEST BENGAL, India, Pin -700026,
 By Profession : Business
- Identified By : Sujit Roy, son of Late M M Roy, 6, Old Post Office Street, Kol, District-Kolkata, WEST
 BENGAL, India, Pin :-700001, By Caste: Hindu, By Profession: Service.

(Dulal chandra Saha)
 ADDL. REGISTRAR OF ASSURANCES-II

On 23/12/2014

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been
 assessed at Rs -28,99,64,005/-

Certified that the required stamp duty of this document is Rs.- 75021 /- and the Stamp duty paid as
 impressive Rs.- 100/-

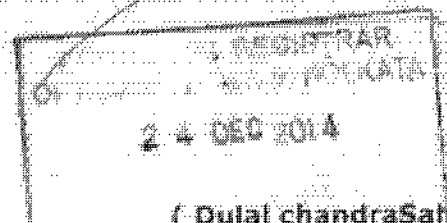
(Dulal chandra Saha)
 ADDL. REGISTRAR OF ASSURANCES-II

On 24/12/2014

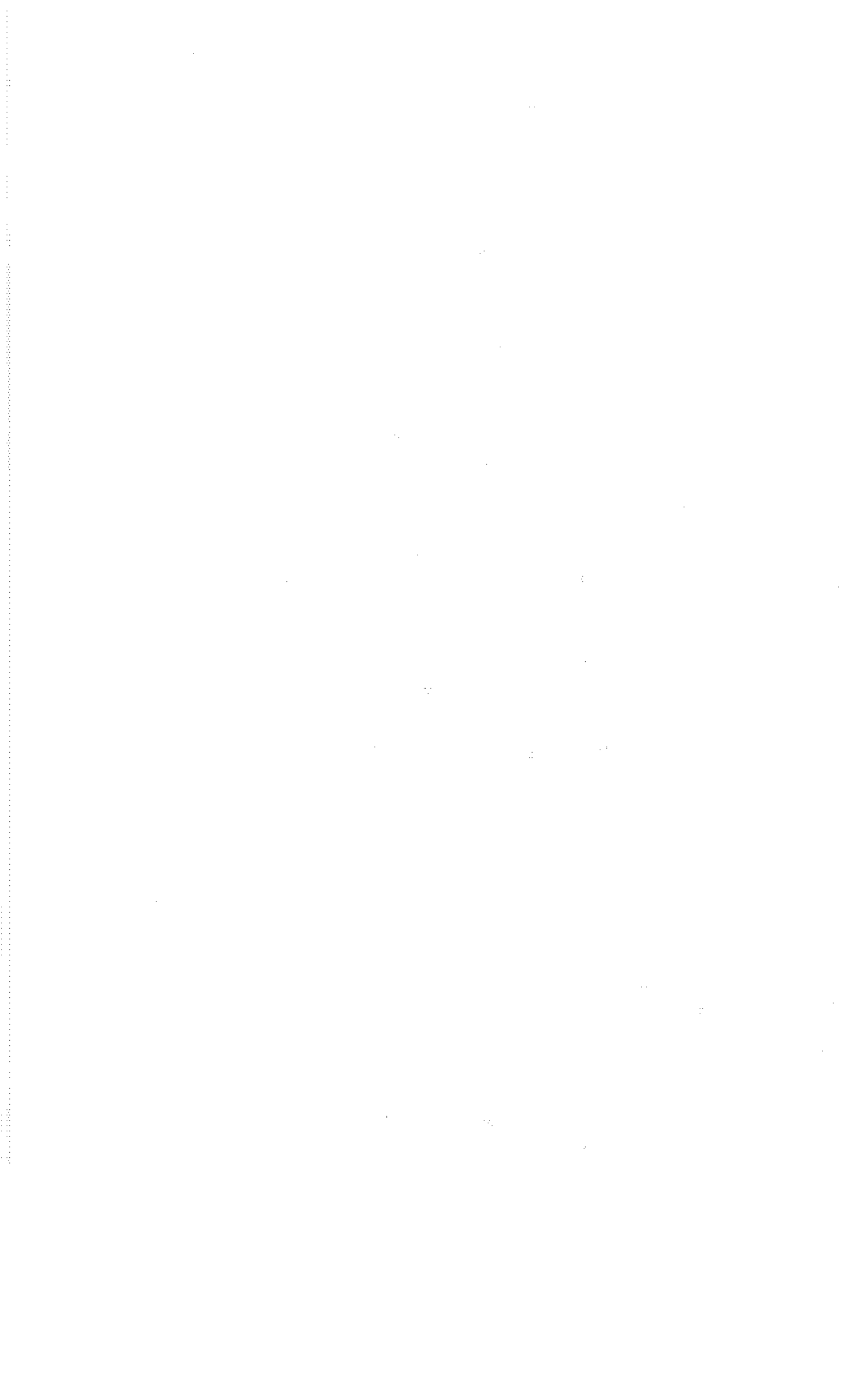
Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A,
 Article number : S, 5(f), 53 of Indian Stamp Act 1899.

Payment of Fees:



(Dulal chandra Saha)
 ADDL. REGISTRAR OF ASSURANCES-II





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

Endorsement For Deed Number : I - 15751 of 2014
(Serial No. 15397 of 2014 and Query No. 1902L000036532 of 2014)

Amount by Draft

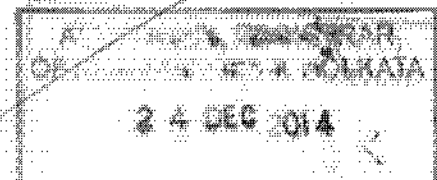
Rs. 11010/- is paid , by the draft number 390789, Draft Date 23/12/2014, Bank Name State Bank of India, Specialised Instl B K G Kolkata, received on 24/12/2014

(Under Article : B = 10989/- ,E = 21/- on 24/12/2014)

Deficit stamp duty

Deficit stamp duty Rs. 75021/- is paid , by the draft number 390788, Draft Date 23/12/2014, Bank : State Bank of India, Specialised instl B K G Kolkata, received on 24/12/2014

(Dulal chandra Saha)
ADDL REGISTRAR OF ASSURANCES-II



(Dulal chandra Saha)
ADDL REGISTRAR OF ASSURANCES-II

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12

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 79
Page from 823 to 872
being No 15751 for the year 2014.




(Dulal Chandra Saha) 26-December-2014
ADDE. REGISTRAR OF ASSURANCES-II
Office of the A.R.A. - II KOLKATA
West Bengal

10

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12

13

DATED THIS 29th DAY OF DECEMBER 2014

NOYEMBER

ELEGANT PROFIN PRIVATE LIMITED
and BELVEDERE ENTERPRISES
PRIVATE LIMITED

OWNERS

AND

ZIRCON DEALERS PRIVATE LIMITED
DEVELOPER

DEVELOPMENT AGREEMENT

149 MG ROAD