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f) Second Party shall indemnify and shall always keep the First Party, Third Party, their assigns and agents indemnified and harmless against:

i) all claims, damages, compensation or expenses payable in consequence of any injury or accident or death sustained by any workmen or other persons during construction and/or upto the completion of the Project including the Common Areas appertaining thereto in all respect upto handing over possession of the aforesaid Allocation and the First Party and the Third Party shall at the cost of Second Party defend any action filed in respect of such injury brought under the Employees Compensation Act or other provisions of law.

ii) any lien or charges claimed or enforced against any material supplied in construction of the Project by any supplier of such materials.

iii) all acts, commissions, omissions, negligence and deviation in respect of the sanctioned Building Plan with such modification as be approved by the Kolkata Municipal Corporation and Development authority and in regard to meeting of its obligations as herein mentioned and against all claims, demands, right and actions of all workmen, engineers, architects and their successors to be employed in the Project.

iv) all borrowings made for the Project and mortgages and charges created over the Said Property.

22. Assignment and Sub-Contract

(a) The Second Party shall be at all times be permitted to assign its rights, obligations and interest in the Agreement, Project and/or built up area to any third party without prior permission of the First Party and/or the Third Party, as the First Party and Third Party, hereby consents to the same. But, the Second Party shall intimate the First Party about the assignment within 15 (fifteen) days of such nomination.

23. Specific Performance of Obligations

(a) The Parties agree that in the event of any breach of the provisions of this Agreement, the Parties shall suffer irreparable harm and injury and damages would not be an adequate remedy and each of the Parties (at its sole discretion) shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court or arbitral forum of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have under this Agreement or at law or in equity, including without limitation a right for damages.

24. Corporate Warranties

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a) **By Second Party:** The Second Party warrants to the First Party that:

b) **Proper Incorporation:** it is properly incorporated under the laws of India.

c) **Necessary Licenses etc.:** it has all necessary rights, licenses, permissions, powers and capacity to enter into this Agreement and to perform the obligations hereunder.

d) **Permitted by Memorandum and Articles of Association:** the Memorandum and Articles of Association permit the Second Party to undertake the activities covered by this Agreement.

25. Limitation of Liability

(a) **No Indirect Loss:** Notwithstanding anything to the contrary herein, neither the Second Party nor the First Party shall be liable in any circumstances whatsoever to each other for any indirect or consequential loss suffered or incurred.

26. Miscellaneous

a) **Parties Acting under Legal Advice:** Each Party has taken and shall take its own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.

b) **Essence of Contract:** the First Party, the Second Party and the Third Party expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

c) **Documentation:** The Second Party shall be responsible for meeting all costs and expenses towards execution and registration of any document for giving effect to all or any of the terms and conditions set out herein, including this Agreement.

d) **Valid Receipt:** The First Party and the Third Party shall pass valid receipts for all amounts paid under this Agreement.

e) **No Partnership:** The Parties have entered into this Agreement on principal to principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons. It is clarified that this is not an agreement to sell and/ or transfer of the Said Property or any part thereof to the Second Party but is merely an agreement authorizing the Second Party to develop the Said Property by constructing and completing the New Building.

f) **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the New Building by the Second Party, various deeds, matters and things not herein specified may be required to be done by the Second Party and for which the Second Party may need authority of the First

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Party and/or the Third Party. Further, various applications and other documents may be required to be made or signed by the of the First Party and/or the Third Party relating to which specific provisions may not have been made herein. The of the First Party and the Third Party hereby undertake to do all such acts, deeds, matters and things and execute any additional power of attorney and/or authorization as may be required by the Second Party for the purpose and the First Party and the Third Party also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Second Party **provided that** all such acts, deeds, matters and things do not in any way infringe on the rights of the First Party and/or the Third Party in terms of this Agreement.

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

h) **Taxation:** The First Party and/or the Third Party shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Second Party's Allocation and the Second Party shall be liable to make payment of the same and keep the First Party and the Third Party indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly the Second Party shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the First Party's And Third Party's Allocation and the First Party and the Third Party shall be liable to make payment of the same and keep the Second Party indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

i) **Name of New Building:** The name of the New Building shall be decided by the Second Party.

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

k) **Force Majeure:** If and to the extent that any Party is delayed, hindered or prevented by a Force Majeure event from performing any of its obligations under this Agreement, the obligations of the Party so affected shall remain suspended while such affected Party is prevented or hindered from complying with its obligations. In such event, the affected Party shall give written notice of suspension as soon as reasonably possible to the other Party stating the date and extent of such suspension and the cause and likely duration thereof. The affected Party shall take all reasonable steps to ameliorate or remedy the position and shall communicate the same to the other Parties. The affected Party shall resume full performance of its obligations after such Force Majeure event.

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l) **Severability:** If any provision of this Agreement is invalid, unenforceable or prohibited by Applicable Law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein, provided, however, that the Parties hereto shall negotiate in good faith to modify this Agreement so as to give effect to the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the Transaction contemplated hereby be consummated as originally contemplated to the fullest extent possible. Any such invalid, illegal, void, unenforceable or against policy provision shall be replaced by a mutually acceptable provision, which being valid, legal, enforceable and within policy comes closest to the intention of the Parties underlying the invalid, illegal, void, unenforceable or against policy provision.

m) **Successors and Assigns:** This Agreement shall ensure to the benefit of and be binding upon each of the Parties and their respective successors and permitted assigns.

n) **Conflict:** To the extent that there is any conflict between any of the provisions of this Agreement and any other agreement by which the First Party or the Said Property or any part thereof is bound, the provisions of this Agreement shall prevail to the extent permitted by the Applicable Law.

27. Entire Agreement

(a) **Supercession:** This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions/correspondence and agreements between the Parties, oral or implied or written.

28. Amendment/Modification

(a) **Express Documentation:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing duly executed and registered by all the Parties.

30. Notice

(a) **Mode of Service:** Notices under this Agreement shall be served by messenger or registered post/speed post with acknowledgment due at the above mentioned addresses of the Parties, unless the address is changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on the date of delivery, if sent by messenger and (2) on the 4th day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties. The First Party shall address all such notices and other written communications to the Director of the Second Party and the Second Party shall address all such notices and other written communications to each of the First Party.

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31. Alternative Dispute Resolution

(a) **Disputes:** Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**) shall be referred to the Arbitral Tribunal described in Clause 32 (b) below and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time.

(b) **Arbitral Tribunal:** In this regard, the Parties irrevocably agree that the Arbitral Tribunal shall consist of the following three Arbitrators [each of whom shall be an Advocate holding a current practicing certificate]:

(i) **Appointment by First Party:** 1 (one) Arbitrator to be appointed by the First Party.

(ii) **Appointment by Second Party:** 1 (one) Arbitrator to be appointed by the Second Party.

(iii) **Chairman:** The Chairman of the Arbitral Tribunal to be jointly appointed by the other 2 (two) Arbitrators.

(iv) **Conduct of Arbitration Proceeding:** The Parties irrevocably also agree that:

i) **Place:** The place of arbitration shall be Kolkata only.

ii) **Language:** The language of the arbitration shall be English.

iii) **Binding Effect:** The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

(iv) **No Legal Proceeding without Recourse to Arbitration:** The Parties shall not commence legal proceedings or have any receiver appointed over the Said Property and/or the New Building without first referring the matter to arbitration and till the Arbitral Tribunal has given its direction/award.

32. Jurisdiction

(a) **High Court and District Court:** In connection with the aforesaid arbitration proceeding, only the High Court at Calcutta and the District Judge, South 24 Parganas District shall have jurisdiction to entertain and try all actions and proceedings.

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1st Schedule
(Said Property)

Land measuring 8.68 (eight point six eight) *cottah*, more or less, situates, lying at and being Municipal Premises Nos.23A/652A And 23A/652B, Diamond Harbour Road also known as Plot No. 652, Block O, New Alipore, Kolkata-700053, Police Station New Alipore, within Ward No.81 of Kolkata Municipal Corporation, Sub-Registration District Alipore, District South 24 Parganas and the Plot No. 652 is delineated on **Plan** attached and bordered in colour **Red** thereon and butted and bounded as follows:

On The North	:	By Plot Nos. 676 and 675
On The East	:	By Plot No.653
On The South	:	By Tollygunge Circular Road
On The West	:	By Plot No.651

2nd Schedule
(Specification)

1. One nos. lift of Kone/Otis/Scindler make.
2. Vitrified Tiles/Marble flooring in the dining, drawing room ,in rooms and other areas.
3. Fire fighting equipments, as per norms of WBFS.
4. Wooden flush/panel doors with wooden decorative main doors .
5. Lobby with decorative ceiling and tiles panelled lift facade.
6. Intercom facility in each flat.
7. Cable connection in all bedrooms and drawing room.
8. Putty treatment for all walls including the common area.
9. Power coated decorative aluminium windows matching with the elevation and should have inside out open or sliding.
10. Water proofing roof with roof tiles
11. Good quality tiles colour grazed decorative in bathrooms upto 7 ft. height.
12. Bathroom flooring of antiskid tiles.
13. Deep tube well.
14. Granite kitchen platform with stainless steel sink.
15. Jaguar fittings in all the bathrooms.
16. White colour Hind Wire / Parry / Cera sanitaryware.
17. Provision for TV, Telephone and A/C point in each room.
18. Hot and cold water line in all the bathrooms.
19. In the event any transformer is installed in the premises the Cost of the same shall be borne by the respective owners

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20. Main Entrance, stair case block and other common passages will be either marble or 20mm thick Kota Stone.
21. Extra space inside the room by providing loft, rack, alcove, protected slab window if sanctioned by KMC
22. Outside paint of the building will be texture paint or weathercoat.

3rd Schedule
(Demolition of Existing Structures)

1. The Second Party agrees to undertake the work of dismantling the existing structures on the Said Property at its costs and expenses.

2. The Second Party shall take away the building material and debris arising out of such demolition and shall clear and level the Said Property.

3. While demolishing and constructing structures, the Second Party shall carry out the said works in accordance with the law, rules and bye laws for the time being in force affecting the said works and shall give the necessary notices to and obtain the requisite sanction of the concerned local authorities in respect of the said works and shall comply with building and other regulations of such authority.

4th Schedule
(Deposits/Extra Charges/Taxes)

Special Amenities/Facilities: provision of any special amenities/facilities in the common portions and Development charges etc.

Upgradation of fixtures and fittings: improved specifications of construction of the Said Property over and above the Specifications described.

Common Expenses/Maintenance Charges/Deposits: proportionate share of the common expenses/maintenance charges as may be levied.

Sinking Fund:

Transformer and allied installation: Obtaining HT/LT electricity supply from the supply agency through transformers and allied equipments.

Diesel Generator Charges.

Formation of Association/Holding Organization

Legal Charges

Taxes: deposits towards Municipal rates and taxes, etc.

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Stamp Duty, Registration Fees, Service Tax, Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body payable on the transfer, acquisition and/or handing over of the Owners' allocation by the Developers to the Owners shall be paid by the Owners.

Electricity Meter: Security deposit and all other billed charges of the supply agency for providing electricity meter to the Said Complex, at actual and (CESC/WBSEB cabeling charges)

Internal Layout Change: any internal change made in the layout of the First Party's And Third Party's Allocation and/or upgradation of fixtures and fittings.

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33. Execution and Delivery

33.1 **In Witness Whereof** the Parties have executed and delivered this Agreement on the date mentioned above.

(PARITOSH KUMAR MUKHERJEE)
[FIRST PARTY]

DHANLAXMI MERCANTILE PVT. LTD.
Director

(DHANLAXMI MERCANTILE PRIVATE LIMITED)
[SECOND PARTY]

Prabudha Mukherjee

(PRABUDHA MUKHERJEE)
[THIRD PARTY]

Drafted By
Sujata
Sujata Ghosh, Advocate
High Court at Calcutta

Witnesses:

Signature: [illegible]
Name:
Father's Name: [illegible]
Address: [illegible]
[illegible] - 98[illegible]

Signature:
Name: Phulbari Mukherjee
Father's Name: W/O Paritosh Kr. Mukherjee
Address: 65 2 Block 'O' Ekuttarpore
Kolkata

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RECEIPT AND MEMO

Received from the within named Second Party the within mentioned sum of Rs.1,00,00,000/- (Rupees one crore) towards Security Deposits for development of the Said Property described in the **Schedule** above, in the following manner:

Cheque No.	Date	Bank	Amount (Rs.)	Favouring
RTGS	17.07.14	ICICI	25,00,000/-	Paritosh Mukherjee
"	25.07.14	"	5,00,000/-	"
Ch No. 339991	07.08.14	"	25,00,000/-	"
339990	07.08.14	"	25,00,000/-	"
339996	07.08.14	"	15,25,000/-	Prabudha Mukherjee
Cash			4,75,000/-	"
			1,00,00,000/-	

(PARITOSH KUMAR MUKHERJEE)
[FIRST PARTY]

(PRABUDDHA MUKHERJEE)
[THIRD PARTY]

Witnesses:

Signature তপন সরকার
Name তপন সরকার

Signature
Name

ADDITIONAL REGISTRAR
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SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants					
		Little	Ring	Middle (Left	Fore Hand)	Thumb
		Thumb	Fore	Middle (Right	Ring Hand)	Little
		Little	Ring	Middle (Left	Fore Hand)	Thumb
	Mahesh Rai	Thumb	Fore	Middle (Right	Ring Hand)	Little
		Little	Ring	Middle (Left	Fore Hand)	Thumb
	Prabudha Mukherjee	Thumb	Fore	Middle (Right	Ring Hand)	Little

Drafted by

CALCUTTA

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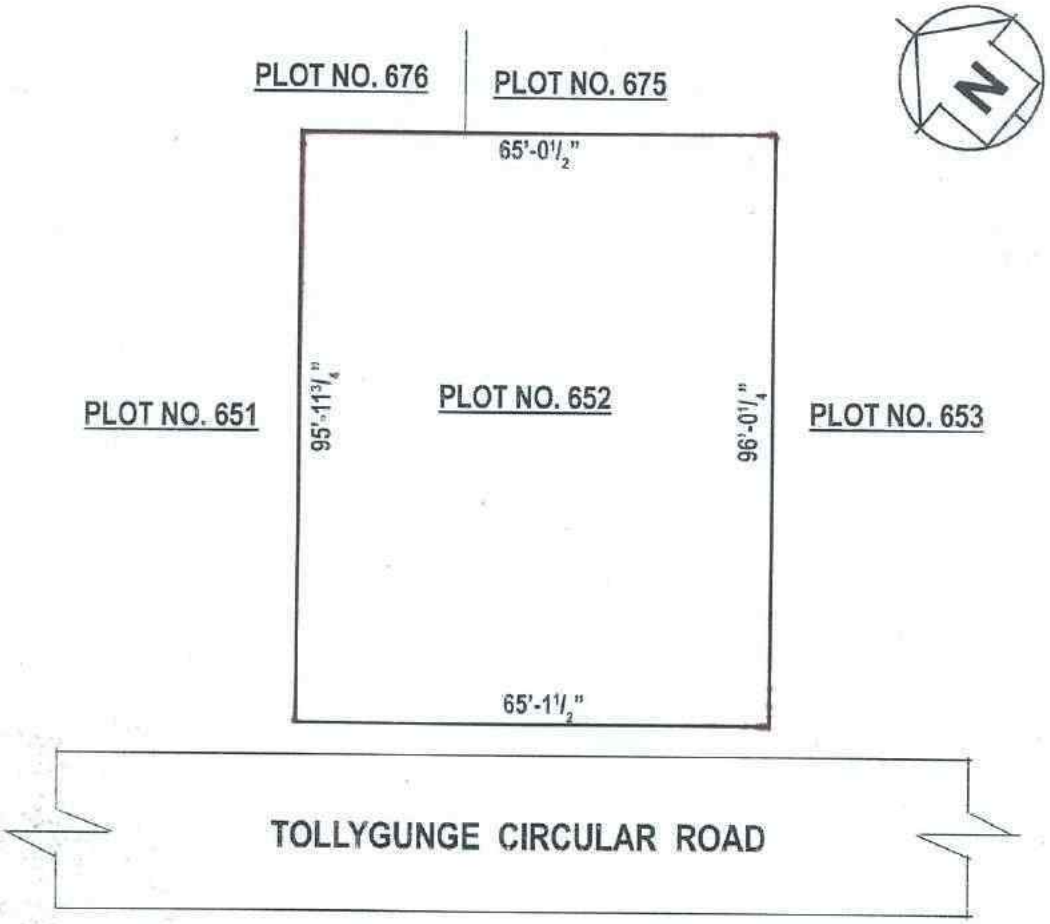
SITE PLAN

SITE PLAN OF PREMISES NO. 23A/652A & 23A/652B, DIAMOND HARBOUR ROAD ALSO KNOWN AS PLOT NO. 652, BLOCK 'O' NEW ALIPORE, KOLKATA- 700053.
AREA : 8.68 COTTAHS MORE OR LESS (MARKED WITH RED BORDER)



Prabodha Mukherjee

DHANLAXMI MERCANTILE PVT. LTD.

Mahesh Poddar

SIGNATURE OF VENDOR(S)

SIGNATURE OF PURCHASER(S)

Typed by:
T. Ghosh
10, O.P. St., Kol-1

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7 AUG 2014

Government Of West Bengal

Office Of the A.R.A. - I KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 07641 of 2014

(Serial No. 06986 of 2014 and Query No. 1901L000017305 of 2014)

On 07/08/2014

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

Presented for registration at 18.50 hrs on :07/08/2014, at the Private residence by Mahesh Periwal ,Claimant.

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

Execution is admitted on 07/08/2014 by

1. Paritosh Kumar Mukherjee, son of Lt. Indubhusan Mukherjee , O, 23 A/652 A, Diamond Harbour Road, Kolkata, Thana:-New Alipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700053, By Caste Hindu, By Profession : Business
2. Prabudha Mukherjee, son of Paritosh Kumar Mukherjee , O, 23 A/652 B, Diamond Harbour Road, Kolkata, Thana:-New Alipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700053, By Caste Hindu, By Profession : Business
3. Mahesh Periwal
   Director, Dhanlaxmi Mercantile Pvt. Ltd., 20 B, British Indian Street, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, Pin :-700069.
   , By Profession : Others

Identified By Avijit Ray, son of M. N. Ray, 300, Rai Bahadur Road, Kolkata, Thana:-Behala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700053, By Caste: Hindu, By Profession: Business.

(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

On 09/08/2014

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.-3,90,27,921/-

Certified that the required stamp duty of this document is Rs.- 75071 /- and the Stamp duty paid as: Impresive Rs.- 100/-

(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

On 19/08/2014

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 : 48(d), 5, 5(f), 53 of Indian Stamp Act 1899.

Payment of Fees:

ADDITIONAL REGISTRAR OF ASSURANCE-I, KOLKATA
19 AUG 2014

(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

Government Of West Bengal

Office Of the A.R.A. - I KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 07641 of 2014

(Serial No. 06986 of 2014 and Query No. 1901L000017305 of 2014)

Amount by Draft

Rs. 110101/- is paid , by the draft number 549001, Draft Date 11/08/2014, Bank Name State Bank of India, Biplabi Anukul Ch Street, received on 19/08/2014

(Under Article : B = 109989/- ,E = 28/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 19/08/2014)

Deficit stamp duty

Deficit stamp duty Rs. 75071/- is paid , by the draft number 549004, Draft Date 11/08/2014, Bank : State Bank of India, Biplabi Anukul Ch Street, received on 19/08/2014

(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

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(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 18
Page from 2085 to 2123
being No 07641 for the year 2014.

Seal of the Additional Registrar of Assurances-I, Kolkata

(Dinabandhu Roy) 20-August-2014
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
Office of the A.R.A. - I KOLKATA
West Bengal