

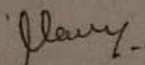
1.24 **SINGULAR NUMBER:** shall include plural number and vice versa.

ARTICLE II - TITLE INDEMNITIES AND REPRESENTATIONS:

The OWNER do and doth hereby declare and covenant with the DEVELOPER as follows:-

- 2.1 That the **OWNERS** are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the said premises as mentioned in the **First Schedule** below.
- 2.2 That the said premises is free from all encumbrances, charges, liens, lis-pendenses, acquisitions, requisitions, attachments and trusts whatsoever or howsoever nature and if such is not still then the **OWNERS** hereby unconditionally undertake to make the said **First Schedule** mentioned property free from all encumbrances, charges, liens, lis-pendenses, acquisitions, requisitions, attachments and trusts whatsoever or howsoever nature within 3 Months from this very date of execution of this Agreement .
- 2.3 That the **DEVELOPER** will bear the cost and expense of the query of earth or soil for the purpose of setting up the foundation.
- 2.4 That the **DEVELOPER** will bear all expenditure of construction and cost of all necessary and essential materials and equipments which will be required for the purpose of construction of the said building premises and the **OWNERS** will co-operate with the **DEVELOPER** in all aspects except Financially.
- 2.5 That the **OWNERS** by themselves or through their constituted attorney shall sign in all other necessary papers, documents, affidavits, declarations etc. require for modification of building plan/revised plan if necessary, and for construction of building which may be required by the Developer for the purpose of construction and development of the said property in the said premises.
- 2.6 The **DEVELOPER** is hereby authorized and empowered in relation to the said construction, so far as may be necessary for apply of quotas of cement, steels bricks and other materials for the construction or the electric meter

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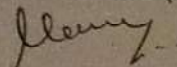

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waster & drainage and other imputes and facilities and for other necessities required for which purpose the OWNERS hereby agree upon to execute a Power of Attorney through this indenture in favour of **M/s. AHIMA REALTORS PRIVATE LIMITED [PAN- AAFCA9597C]**, a limited company incorporated under the Companies Act, 1956, having it's present registered office at 43A, Jyotish Roy Road, P. S. - Behala, Kolkata - 700 053 formerly at 268/1, S.N. Roy Road, P.S.-Behala, Kolkata-700 038, represented by it's managing director - **SHRI UJJAL AUDDY [PAN-ADAPA9306N]**, son of Late Ahindra Kumar Auddy, by faith - Hindu, both by occupation - Business, residing at 268/1, S.N. Roy Road, P.S.-Behala, P.O- New Alipore, Kolkata-700 038 whereas such power or authority to be executed by a registered Power of Attorney as required by the DEVELOPER to sign by the OWNER all such application as to be require for the purpose and in connection with the construction of the proposed building and to sell flats and car parking spaces with share in land.

- 2.7 That except the OWNERS no one else have any right title interest, claim or demand whatsoever or howsoever in respect of the said **First Schedule** mentioned premises or any portion thereof.
- 2.8 The OWNERS shall pay all revenue and taxes to the competent authority till the transfer of the flat or space premises to the intending purchaser or transferee from their end in respect of the OWNER'S ALLOCATION.
- 2.9 The OWNERS have absolute right and authority to enter into the agreement with the DEVELOPER in respect of their title in the said premises agreed to be developed.
- 2.10 That there is no arrear of taxes and / or other levies of impositions of the said property due and payable to any statutory authority.
- 2.11 That neither any proceeding for acquisition of the said property or any portion thereof is pending nor any notice have been received in respect thereof.

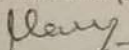
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Ahima Kumar Auddy
Ashin Kumar Auddy

- 2.12 That the said land is not a Debottor or Pirottor property.
- 2.13 That no proceeding of Income Tax Act, Wealth Tax Act or any other enactment or law in any way concerning or relating to the said property or any portion thereof is pending nor any notice has been received under the Public Demand Recovery Act.
- 2.14 That there is absolutely no impediment or bar in matter of this agreement/understanding or sale or the said property as contemplated in these present.
- 2.15 The OWNERS do not own any excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976 in respect of the said premises.
- 2.16 The OWNERS hereby undertake to indemnify and keep indemnified the DEVELOPER from and against any and all actions, charges, liens, claims, damages, encumbrances and mortgages or any Third Party Possessory Rights or any Third Party Claim in the said premises arising out of or due to the negligence or non compliance of any law, bye-laws rules and regulations of the Kolkata Municipal Corporation or Government or local bodies as the case may be by the OWNERS and shall attend to answer and be responsible for any deviation, omission, commission, negligence, violation and/or breach of any of the said laws, bye-laws, rules and regulations or any accident in or relative to or concerning prior to execution of this Deed and the Stamp Duty, Registration Charges and other expenses in connection with the preparation and execution of the Deeds of Conveyance and/or other documents relating to Developer's Allocation shall be entirely borne by the Developer or its nominee or nominees. Likewise the Stamp duty, registration charges and expenses in connection with the execution of the deed of conveyance and other documents relating to Owner's allocation will be borne by the Owners or their nominee or nominees. Here it must be mentioned that the Owners will not be liable for any consideration received by the Developer from the intending Purchaser/Purchasers regarding the Developer's Allocation

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after the development of the said premises and likewise the Developer shall not be liable for any act, deed, matter or thing done or caused to be done by the Owners in respect of their Allocation.

2.17 That during the continuance of this Agreement the OWNERS shall not any way cause any impediment or obstruction whatsoever in the construction or development of premises and building in the said **First Schedule** mentioned Property and hereunder empower the DEVELOPER to take up the construction work of the new building as per sanctioned plan of Kolkata Municipal Corporation.

2.18 In case of failure to give open and clear possession in favour of the DEVELOPER by the OWNERS and in that event if the DEVELOPER face any financial loss to that effect the OWNERS will liable for all consequences.

ARTICLE III - COMMENCEMENT:

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

ARTICLE IV - DEVELOPER'S RIGHT OF CONSTRUCTION:

4.1 The OWNERS hereby grant exclusive right to the DEVELOPER to build upon and to commercially exploit the said premises in any manner (but subject to the provisions contained herein) as the DEVELOPER may choose by constructing a Residential building thereon by way of the said construction is to be done according to the Kolkata Municipal Corporation byelaws, rules and regulations and not otherwise. The entire cost of construction of the building or whatsoever nature shall be borne by the Developer. Such cost shall include the cost of all service amenities, fittings and fixtures, all over heads regarding construction, price rise in the cost of materials used for construction, fee payable to the Planner and Engineers in respect of the construction costs for the purpose of obtaining all other permission and approvals. The owners shall not be required to contribute any amount in that regard. Be it mentioned here that the

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Alipore, South 24 Parganas

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DEVELOPER will have sole right and authority and shall be entitled to receive the price of the Lift from the Purchasers and in that regard the OWNERS shall have no right to demand any share from the share of the price paid by the intending Flat Owners in favour of the DEVELOPER and the Developer will solely be entitled to keep that entire amount in order to make adjustment in respect of cost incurred by the DEVELOPER and the DEVELOPER will have sole right and authority and shall be entitled to receive the price cum consideration amount of any excess work including the additional and excess work in the Flats from the intending Purchasers and in that regard the OWNERS shall have no right to demand any share from the share of the price paid by the intending Flat Owner in favour of the DEVELOPER and the Developer will solely be entitled to keep that entire amount in order to make adjustment in respect of cost incurred by the DEVELOPER.

4.2 The OWNERS have approved/will approve and signed/will sign the said PLANNER'S DRAWINGS, which have been SUBMITTED/or will be SUBMITTED to the various statutory bodies, including the Kolkata Municipal Corporation by the DEVELOPER in the name of the owners, and/or the same is Sanctioned from the Kolkata Municipal Corporation, after obtaining clearances from all other statutory bodies.

4.3 In the event, the Kolkata Municipal Corporation or any statutory authority requires any modification of the Residential/commercial plan/plans submitted by the owner, the DEVELOPER shall cause the Architect's Drawings/Plans to be altered and/or changed as may be required, by the said Architect and the DEVELOPER shall submit the modified plans/drawings in addition to the original plan submitted prior to this submission, and the DEVELOPER shall bear all costs thereof for sanctioning the drawings/plans by the Kolkata Municipal Corporation and/or the other statutory authorities.

4.4 The OWNERS hereby executed a Power of Attorney through this Deed only in favour of the DEVELOPER only for the purpose of sanction/corrections

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and/or amendment of the plan of the building at the said premises, and with sale right, including entering into agreement with the intending purchaser and receive the earnest money as well as consideration amount in respect of the allocation of the DEVELOPER.

- 4.5 All applications, plans and other papers including the PLANNER'S DRAWINGS/DOCUMENTS referred to above shall be submitted by the DEVELOPER in the name of the OWNERS of the said premises, but otherwise at the cost and expenses of the DEVELOPER only and the DEVELOPER shall pay and bear the EXPENSES for submission of Planner's drawings/documents and other additional fees, charges and expenses, required to be paid or deposited for additional SANCTION of the said project design and construction thereon provided always that the DEVELOPER shall be exclusively entitled to all REFUNDS of any and all payments and/or deposits and made by it in that account.

ARTICLE V - TITLE DEEDS:

- 5.1 Immediately after the execution of this agreement the OWNERS shall hand over Original Title Deed and other papers and writings including the last paid up Municipal bills and the other Bills including Revenue Receipt issued by the Government of West Bengal through B.L.L.R.O relating to the said **First Schedule** mentioned premises of and/or for necessary searches, to the DEVELOPER for inspection and record.
- 5.2 The DEVELOPER shall be entitled for detailed inspection of the original title deeds. The OWNERS shall strictly unconditionally keep the original Title Deeds deposited with the DEVELOPER or with the Advocate of the DEVELOPER to make such inspection convenient.
- 5.3 Subject to the provisions contained herein, the OWNERS have and possess a marketable title to the said premises and the same is free from all encumbrances, charges, liens, lis-pendenses, attachments, trusts whatsoever or howsoever as mentioned above.
- 5.4 The deed of conveyance or deeds of conveyance shall be executed by the

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[Signature]
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Act. The DEVELOPER shall be entitled to use the said property for any other purposes other than the purpose of construction of the building in accordance with the sanctioned plan, if such usage of the said property is collaterally or paralally connected with the said construction work.

6.3 The OWNERS will resume to be in possession over the said **First Schedule** mentioned property in respect to their remaining Portion of the Constructed Building after the completion of the project but not before that and during the continuation of term of the project, i.e. 3 years from the date of sanction of the Plan for construction of the proposed multi storied building by the Kolkata Municipal Corporation unless the DEVELOPER is prevented by the circumstances beyond the control of the DEVELOPER, including VIS MAJOR/ FORCE MAJURE such as riots, flood, earthquake, act of God & other natural calamities and hindrances due to procedural delays and subject to force majeure. The OWNERS or any of their agent/s or any other representative/s will have no right and interest over the SAID PREMISES and during this period the DEVELOPER will enjoy the right of absolute possession over the SAID PROPERTY.

6.4 That if the DEVELOPER fails to carry out the project within the aforesaid time-frame and if the DEVELOPER fails to construct the proposed building within the stipulated time, then from that point of time and from that very moment only this agreement would be considered to have been terminated and frustrated and the OWNERS will take possession over the constructed building irrespective of allocated share and the DEVELOPER will be bound to vacate the premises without any objection and moreover in such event the OWNERS will keep and retain the entire allocation as agreed by the DEVELOPER in favour of the OWNERS in pursuance of this Agreement and also shall take over the possession and ownership of the constructed portion of the building and by no means the DEVELOPER will have any right, title and interest to claim or ask such consideration and/or any reimbursement for the above said construction and if any claim is made then such claim will be invalid and negligible even in the eyes of law.

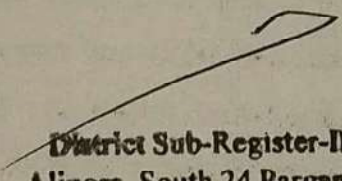
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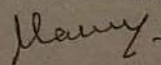

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ARTICLE VII - SPACE ALLOCATION

- 7.1 The DEVELOPER represents and declares that the proposed building shall be constructed with building materials, as may be deemed fit and proper by the DEVELOPER only and no one else but the said building is to be constructed by the manner and way with all specifications as stated in the **Second Schedule** of this Indenture.
- 7.2 The OWNERS shall be ENTITLED to the OWNER'S ALLOCATION as defined in **Clause 1.6** of this agreement.
- 7.3 The OWNERS shall not be entitled to sell, transfer and/or otherwise deal with the owner's allocation of space, except the vacant space, e.g. lawn or/and drive way or/and garden etc., the transfer of which is prohibited under Rules of Kolkata Municipal Corporation as well as West Bengal Municipal Act and/or by any other law for the time being in force.
- 7.4 In consideration of the DEVELOPER having constructed the building at its own costs and provided for the owner's allocation as above, the DEVELOPER shall be entitled to the remaining total super built up space in the said building including common parts and areas.
- 7.5 The OWNERS shall be free and shall be eligible and shall be entitled to sell, transfer and/or otherwise deal with the owner's allocation or space alone and or individually and on this regard it must be mentioned that the necessary connections including water, electricity will be installed to the transferee from OWNER'S ALLOCATION only by the DEVELOPER where the cost and expenses of such installation must be incurred by the intending purchaser/transferee in favour of the DEVELOPER.
- 7.6 The common area/facilities shall be jointly owned by the OWNERS and the DEVELOPER for the common use and enjoyment of owner's/developers allocation of space. The OWNERS will altogether obtain the entitlement of the owners' allocation in the Total Constructed Portion of the proposed building and they will be entitled and free to sell out the said allocated portion of themselves in favour of the prospective purchasers without the

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Allocation of the Developer and will be eligible and entitled take the consideration amount and the OWNERS will be entitled and eligible to directly sell the said Unit/Flat/Parking Space or will be entitled and eligible to directly do any documentation or will be entitled and eligible to execute any document and agreement for Sale and the OWNERS will be entitled and eligible to take the Monetary Consideration in lieu of their shares alone from any person and/or the intending purchaser(s) and/or the Financial Institution and/or Bank by themselves and for themselves.

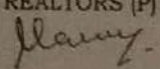
7.7 The DEVELOPER shall be entitled to sell or transfer or otherwise deal with the DEVELOPER'S allocated portion i.e., Rest of the Total Constructed Portion of the proposed building as stated in the aforesaid **Clause No. 1.7** of this Indenture which is not attached with the OWNER'S ALLOCATION of the proposed building/s and the DEVELOPER may modify, alter and let out, sale out, convey, transfer or any type of settlement in regard and respect to any Flat /Unit and/or Car Parking Space/Garage with the third parties to the extent of Rest of the space of the total constructed area as stated in the aforesaid **Clause No. 1.7** of this Indenture and the OWNERS will have no right over the said floors except in regard to their own Allocation and they by any or/and all means and also is debarred from claiming any right, title and interest in the near and remote future.

7.8 Both the OWNERS and the DEVELOPER shall extend their best efforts in selling the constructed floor space at the maximum price.

7.9 In so far as the roof right in the DEVELOPER allocation barring the common facilities attached with the roof such as water tanks, antenna etc. In other wards the entire roof right will be devolved upon the DEVELOPER and OWNERS jointly as per their share of allocation and the Ground Floor Right and Allocation will be devolved upon the DEVELOPER and OWNERS jointly as per their allocation.

7.10 On completion of the building, but therefore giving possession, both the OWNERS and the DEVELOPER will conduct a joint survey of the built up space/area in their respective allocation to ascertain the actual

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measurement of the area/space in their respective allocations.

- 7.11 That the DEVELOPER shall alone have the right to allocate flats and parking spaces to the intending purchasers from the DEVELOPER'S ALLOCATION and the OWNERS shall have no right whatsoever to enter into any agreement personally with the intending purchasers for sale of any of the flats or parking spaces to be constructed by the DEVELOPER over the land owned by the First Part (OWNERS) and the DEVELOPER will have the right to construct further floors in the said proposed building in future if the DEVELOPER obtains further Kolkata Municipal Corporation Plan to construct more floors and in that event the Owners will get their owner's allocation share on the basis of the same ratio in the said proposed new constructed Floor already settled allocation of the Owners and in that scenario and in that event the DEVELOPER along with the OWNERS will enjoy with all rights in respect of the said Floor constructed as per the Kolkata Municipal Corporation Sanctioned Plan.

ARTICLE VIII - COMMON FACILITIES:

- 8.1 As soon as the building is completed, the DEVELOPER shall give written notice cum Completion Certificate to the OWNERS requiring the OWNERS to take possession of their share of allocation in the building and as from date of service of such notice or issuance of such Certificate and for all times thereafter the parties shall be exclusively responsible for the payment of the Kolkata Municipal Corporation and property taxes, rate, duties, dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as THE SAID RATES) payable in respect of their respective allocations, such rates to be apportioned pro rata with reference to the total super built up space in the building if they are levied on the building as a whole.

- 8.2 The OWNERS shall punctually and regularly pay the proportionate share of the said rates to the concerned authorities or to the DEVELOPER or otherwise as specified hereinafter and shall keep the DEVELOPER indemnified against all claims, actions, demand, costs, charges, expenses

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and proceedings whatsoever directly or indirectly instituted against or suffered or incurred by the DEVELOPER as the case may be consequent upon a default by the OWNERS in this behalf in respect of their proportionate share of the said rates.

- 8.3 As and from the date of receipt the completion certificate, the OWNERS shall also be responsible to pay and bear and shall forthwith pay on demand to the DEVELOPER or to the flat owner's allocation or other entity/person specified hereinafter service charges for the common facilities in the building payable with respect to the OWNER'S ALLOCATION, and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for electrical and mechanical equipment, switchgear, transformers, generators, pump motor and other electrical and mechanical installations, appliances and equipments, stairways corridors, halls, passage ways and other common facilities whatsoever PROVIDED THAT if additional insurance premium is required to be paid for the insurance of the building by virtue of any particular use and/or storage or any additional maintenance or repair is required by virtue thereof in the owner's allocation or any part thereof the OWNERS shall be exclusively liable to pay and bear the additional premium and/or maintenance or repair, charges as the case may be.

ARTICLE IX - CONSIDERATION

- 9.1 The OWNERS will not be entitled to get and receive any consideration in terms of advance payment in respect of their allocation which is more specifically mentioned in the "OWNER'S ALLOCATION" as defined in **Clause 1.6** of this agreement. The OWNERS shall retain their undivided proportionate share or interest share or interest in their land of the said **Schedule** mentioned property, in proportion to the area allotted to them as per OWNER'S ALLOCATION.
- 9.2 In consideration of the DEVELOPER agreeing to build and complete in all respect the OWNER'S ALLOCATION in the building at the said premises, and in that regard the said OWNERS will not be eligible to get any earnest

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