

- 23.3 The Developer hereby undertakes to keep the Owners indemnified and indemnifies the Owners 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 Properties and/or in the matter of construction of the said Building and/or for any defect therein.
- 23.4 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.
- 23.5 The Developer hereby undertakes that without prior written permission of the Owners, the Developer shall not assign and/or transfer the benefits of this agreement to any one whatsoever.

ARTICLE XXIV – BREACHES

- 24.1 If for any reason before the plan is sanctioned, the Owners shall fail to fulfill any of its obligations as hereinbefore recited consequent to which the Developer is prevented from undertaking development of the said property then and in that event the Developer at its absolute discretion shall be entitled to cancel and/or rescind this agreement and in such an event all amounts paid till then by way of TSD shall become refundable with interest at the rate of 18% per annum and this would be without prejudice to any other right which the Developer may have.
- 24.2 After the plan is sanctioned none of the parties shall be entitled to cancel and/or rescind this agreement and in the event of any default 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.
- 24.3 It is hereby made expressly clear that nothing herein contained shall affect the right of IHFL to recover the loan amounts due and payable by the Owners to IHFL and IHFL shall be entitled to take such action against the Owners and Dune Leasing as they deem fit and proper in the event of any default on the part of the Owners and Dune Leasing in making payment of their dues.

24.4 It is hereby expressly made clear that in the event of any breach on the part of Owners, Developer and the confirming parties hereto, all such disputes and differences shall be referred to Arbitration as hereinafter appearing and none of the parties, other than IHFL, shall be entitled to initiate any proceedings against the other without referring all such disputes and differences to arbitration. Thus, IHFL shall be exempted from this provision of Arbitration and in case of default in repayment of loan amount, in terms of the loan agreement and that of this agreement IHFL may initiate proceedings, as per provisions of law. 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.

ARTICLE XXV – NEGATIVE COVENANTS

25.1 As and by way of negative covenants the Owners and each one of them have assured and covenanted with the Developer as follows:

- i) Not to enter into any agreement for sale transfer lease and/or development in respect of the said Premises save and except entering into agreement for sale with regard to owners' allocation.
- ii) Not to create any interest of any other third party into or upon the said Premises.
- iii) Not to part with possession of the said Premises EXCEPTING that to the Developer and to hold the same for the purposes of this agreement.
- iv) Not to do any act deed or thing which may be contrary to or in violation of any of the terms and conditions of this agreement.
- v) To do all acts deeds and things as may be necessary and/or required for smooth implementation of these presents.

25.2 The Developer shall be entitled to independently enforce any of the aforesaid negative covenants as a part of a separate and independent contract.

ARTICLE XXVI- MISCELLANEOUS

26.1 **BORROWING** : The Developer shall be entitled to obtain bank finance and/or banking facilities from any bank and/or financial institutions in its own name for the purpose of undertaking the said project and for the aforesaid purpose shall be entitled to create a charge and/or mortgage over and in respect of the right title interest of the Developer under this Agreement and the Owners hereby agree and undertake to sign and execute all deeds documents Instruments and papers as may be necessary and/or required from time to time **IT BEING EXPRESSLY AGREED AND DECLARED** that in no event the Owners or any one of them shall assume any liability and/or responsibility in respect of such loans and/or finances availed by the Developer and the Developer has agreed 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. However, It has been agreed that the developer shall obtain prior written consent/NOC of IHFL before availing such loan from other bank/financial institution except for those flats which are released from the charge of IHFL in terms of Article XI. However, in case of further default in repayment of loan amount, after this agreement, IHFL may withheld such consent and NOC.

26.2 **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 the Developer or be construed as a Joint Venture between the Owners and the or constitute an association of persons. Each party shall bear its own cost relating to the development of its share in the property and shall bear its own losses and retain its profits separately.

If any terms or provisions of this Agreement are found to be or interpreted to be inconsistent with the above clauses in the agreement at a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the provisions of this agreement shall prevail. This Agreement shall then stand modified to the extent determined necessary to comply with the said provisions. Such modifications will however not affect other parts of the Agreement.

- 26.3 **INDEPENDENT ADVICE**-At or before entering into this Agreement the Owner and the Developer and/or the parties to this agreement assure and covenant with each other that each one of them have made independent enquiries and have consulted their respective Counsels and/or Solicitors regarding this agreement and both of them acknowledge and agree that this Agreement shall not be deemed to have been drafted by one party or another and shall be construed accordingly.
- 26.4 **FURTHER ASSUARANCES** - From time to time the parties shall execute, acknowledge and deliver to each other any further deed document and/or instrument, assurances and other matters and shall take all actions consistent with the terms of this Agreement that may reasonably be required by a Party and necessary or desirable to carry out the purposes of this agreement.
- 26.5 **WAIVER** - The failure of either party at any time to enforce any provisions of this Agreement shall not be construed as a waiver of future compliance therewith and said provisions shall remain in full force and effect. No waiver of any term or condition of this agreement, on the part of a party, shall be effective unless such waiver is in writing and signed by the other party.
- 26.6 **ENTIRE AGREEMENT** -This Agreement together with its annexures and exhibits constitute the entire agreement between the parties hereto and all prior and other agreements among them, written or oral concerning the same subject matter are merged into this agreement. This Agreement may not be modified except by a writing signed by the parties hereto.
- 26.7 **ASSIGNMENT** - This Agreement shall inure to the benefit of and be binding on the parties their respective successors and legitimate assigns. None of the parties shall assign this agreement or rights hereunder to any third party without the consent of the other party, in writing except to a company or other business entity which by merger, purchase or otherwise acquires all or substantially all of the assets or business of the applicable party, or with which such party may be consolidated or merged, provided that such company or business entity or new formed entity confirms by written statement that it assumes all obligations under this agreement. Any assignment which conflicts with this paragraph shall be null and void and deemed to be a material breach of this agreement.

26.8 **SEVERABILITY** - The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provisions hereof. The invalid or unenforceable provision shall be deemed to be replaced by a provision which accomplishes as close as legally possible, the purpose of the invalid or unenforceable provisions.

26.9 **SPECIFIC PERFORMANCE** - The parties hereto acknowledge and agree that the parties hereto would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached and that any non-performance or breach of this agreement by any party hereto could not be adequately compensated by monetary damages alone and that the parties hereto would not have any adequate remedy at law. Accordingly, in addition to any other right or remedy to which any party hereto may be entitled at law or in equity (including monetary damages) such party shall be entitled to enforce any provisions of this agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any of the provisions of this Agreement without posting any bond or other undertaking. The parties hereto further acknowledge and agree that they shall not contest the appropriateness of specific performance as a remedy.

ARTICLE XXVII - DISPUTE RESOLUTION AND GOVERNING LAW

27.1 In case of any dispute/difference by and between the Owners, Dune Leasing, Confirming parties and the Developer which may arise out of this agreement, they shall try and resolve all such disputes and differences amicably but in the event of such differences and/or disputes are not capable of being amicably resolved, after execution of the Development Agreement, with the other co-owners 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 of three, one to be appointed jointly by Owners and DUNE LEASING and Confirming Parties and another by the Developer and the third to be appointed jointly by the two persons appointed by the parties. IHFL shall not be party to any Arbitration

proceedings and any such disputes and differences among the Owners, Dune Leasing, Confirming parties and the Developer which may arise out of this agreement. IHFL shall always be entitled to withhold the charge release letter/NOC and shall enforce the security in case of default in repayment of loan amount in terms of the loan agreement with the owners and that of this Agreement.

27.2 The provisions of Arbitration, agreed by and amongst the Owners, Dune Leasing, Confirming Parties and the Developer, towards dispute resolution shall not be applicable and binding upon IHFL. In this Agreement, IHFL has been made party to ensure regular and timely repayment of the loan amount, primarily by the Owners and in case of further default, then by the Developer, for and on behalf of the Owners. Thus any dispute between owners and developer shall not effect the right of IHFL to recover the loan amount due and payment by the owners to IHFL. In case of default in repayment, IHFL shall be entitled to take such action against the other parties, as IHFL may deem fit and proper.

27.2 The Tribunal shall :

- i) Proceed summarily and need not give any reasons for its award
- ii) Avoid all rules, procedures and/or evidences that can lawfully be avoided by mutual consent and/or directions by the parties
- iii) Fix the venue at Kolkata only.
- iv) Use English as the language for the proceedings
- v) Conduct the proceedings from day to day and for atleast 5 hours per day if the same is acceptable to all parties
- vi) Not grant to either of the parties any extension of time and/or adjournment except on grounds beyond their control and only for such period as is the absolute minimum
- vii) Make and publish their Award within a period of six months from the date of entering upon the reference
- viii) Award damages along with the final award against the Party not complying with any interim award or order passed by the Tribunal
- ix) The award of the Tribunal shall be final and binding

Toilets	Bare RCC
Common Area & Lift Lobby on ground floor	Combination of imported marble and granite
Staircase	Kota Stone

DOOR & WINDOWS

Main Door	Wooden Decorative with lock & night latch
Internal Doors	Not to be provided
Windows Sliding/Casement	Fully glazed aluminium anodized /UPVC Window

ELECTRICALS

Wiring for Meter till DB of each unit to be provided

PLUMBING

Kitchen	Provision for Water Purifier
Kitchen & Toilets	Hot & Cold water outlet
Sanitary ware	Not to be Provided
CP Control fixtures	Not to be Provided

AIR CONDITIONING

All spaces within the Flat advice	Split AC / VRF system as per Consultants
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Water Proofing treatment on roof & toilets and Anti Termite at foundation

TRANSPORTATION

Passenger Lift – 1	Otis or equivalent
Stretcher Lift – 1	Otis or equivalent

LIGHTING

Compound Lighting	Overhead illumination with street lighting
Lift Lobbies	Lighting to match décor
Staircases	Lighting as required

SECURITY, WATCH & WARD

CC TV	At ground floor connected to Main Security
-------	--

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

SIGNED AND DELIVERED BY
THE OWNERS At Kolkata

In the presence of:

- ① *Pragna Pragny Ranjan*
52, Chowdhury Rd
Kolkata-700072
- ② *Sanjay K. Mohanty*
5, C.I. Avenue
Kolkata-700072

SIGNED AND DELIVERED BY
THE DEVELOPER At Kolkata

In the presence of:

- ① *Pragna Pragny Ranjan*
52, Chowdhury Rd
Kolkata-700072
- ② *Sanjay K. Mohanty*

SIGNED AND DELIVERED BY
INDIA BULLS HOUSING FINANCE PVT LTD

At Kolkata in the presence of:

- ① *Pragna Pragny Ranjan*
52, Chowdhury Rd
Kolkata-700072
- ② *Sanjay K. Mohanty*

SIGNED AND DELIVERED BY
DUNE LEASING & FINANCE LIMITED

at Kolkata in the presence of:

- ① *Pragna Pragny Ranjan* 52, Chowdhury Rd (Kolkata-700072)
Kolkata-700072
- ② *Sanjay K. Mohanty*

SIGNED AND DELIVERED BY
SMT. ANJALI DEVI JAJODIA

at Kolkata in the presence of:

- ① *Pragna Pragny Ranjan* 52, Chowdhury Rd
Kolkata-700072
- ② *Sanjay K. Mohanty*

E. K. JAJODIA & SONS (HUF)

E. K. Jajodia
Karia

E. K. Jajodia

Salarpara Properties Pvt. Ltd.

[Signature]
Director
(CAPMPSE24UP)



Jateeni Jain

(HATEENI JAIN)
(1) (AABC13672A)
(2) (ADPPJ 0747R)

DUNE LEASING & FINANCE LTD.

[Signature]
Director/Authorized Signatory

Anjali Jajodia
(ANJALI DEVI JAJODIA)

SIGNED AND DELIVERED BY
SMT. NISHA KANOI at Kolkata

Nisha Kanoi
(NISHA KANOI)

In the presence of:

- ① *Pradyumn*
Pradyumn Kanoy
52, Chandernagore Rd
West End 53
- ② *Sanjay Kumar Mahapatra*
S. C. Avenue
Kolkata - 700072

SIGNED AND DELIVERED BY
SMT. SHALINI JALAN at Kolkata

Aditya Sajodia
(ADITYA SAJODIA)
ON BEHALF AUTHORIZED
SYNOPSIS OF Shalini
Jalan.

In the presence of:

- ① *Pradyumn*
Pradyumn Kanoy
52, Chandernagore Rd
West End 53
- ② *Sanjay Kumar Mahapatra*
S. C. Avenue
Kolkata - 700072

Drafted and prepared in
My office

R. L. Gaggar

R. L. Gaggar
Advocate, High Court,
Calcutta



Name ADITYA KUMAR JASODIA

Signature Aditya



Name APURVA SALARPURCA

Signature A. Sp




Name YATEEN JAIN


Signature Yateen



Name ANJALI DEVI JASODIA

Signature Anjali Jasodia

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name NISHA KANDI
 Signature 

		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					

Name
 Signature

		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					

Name
 Signature

		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					

Name
 Signature



Government Of West Bengal
Office Of the A.D.S.R. ALIPORE
District-South 24-Parganas

Endorsement For Deed Number : I - 06530 of 2014
(Serial No. 08023 of 2014 and Query No. 1605L000013887 of 2014)

On 22/08/2014

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

Presented for registration at 17.25 hrs on 22/08/2014, at the Private residence by Apurva Salarpuria
Claimant.

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

Execution is admitted on 22/08/2014 by

1. Aditya Kumar Jajodia, son of Late Krishna Kumar Jajodia , 24/3, Alipore Road, Kolkata, Thana:-Alipore, District-South 24-Parganas, WEST BENGAL, India, Pin :-700027, By Caste Hindu, By Profession : Business
2. Aditya Kumar Jajodia
Karta, K . K . Jajodia & Sons (H U F), 24/3, Alipore Road, Kolkata, Thana:-Alipore, District-South 24-Parganas, WEST BENGAL, India, Pin :-700027.
. By Profession : Business
3. Aditya Kumar Jajodia
Director, Dune Leasing & Finance Ltd., 22, Basant Row, Vasant Vihar, New Delhi, India, Pin :-110057.
. By Profession : Business
4. Yateen Jain
Authorised Signatory, India Bulls Housing Finance Ltd. (I H F L), M - 52 & 53, Connaught Place, New Delhi, India, Pin :-110001.
. By Profession : Business
5. Anjali Devi Jajodia, wife of Late Krishna Kumar Jajodia , 3, Bhagwan Das Road, New Delhi, India, Pin :-110001, By Caste Hindu, By Profession : Others
6. Nisha Kanoi, wife of Aditya Kanoi , 13/2, Ballygunge Park Road, Kolkata, Thana:-Karays, District-South 24-Parganas, WEST BENGAL, India, Pin :-700019, By Caste Hindu, By Profession : Others
7. Apurva Salarpuria
Director, Salarpuria Properties Pvt. Ltd., 5, Chittaranjan Avenue, Kolkata, Thana:-Hare Street, District-Kolkata, WEST BENGAL, India, Pin :-700072.
. By Profession : Business
Identified By Subhas Ch. Das, son of Late P Des, 6, Old Post Office Street, Kolkata, Thana:-Hare Street, District-Kolkata, WEST BENGAL, India, Pin :-700001, By Caste: Hindu, By Profession: Service.

Executed by Attorney

Execution by

(Md. Shadman)

ADDITIONAL DISTRICT SUB-REGISTRAR

25/08/2014 16:18:00

Endorsement Page 1 of 2



Government Of West Bengal
Office Of the A.D.S.R. ALIPORE
District:-South 24-Parganas

Endorsement For Deed Number : I - 06530 of 2014
(Serial No. 08023 of 2014 and Query No. 1605L000013887 of 2014)

1. Aditya Kumar Jajodia, son of Late Krishna Kumar Jajodia , 24/3, Alipore Road, Kolkata, Thana:-Alipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027 By Caste Hindu By Profession: Business, as the constituted attorney of Shalini Jalan(Confirming Party) is admitted by him.

Identified By Subhas Ch. Das, son of Late P Das, 6, Old Post Office Street, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, Pin :-700001, By Caste: Hindu, By Profession: Service.

(Arnab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 25/08/2014

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

Payment of Fees:

Amount by Draft

Rs. 2112010/- is paid , by the draft number 087081, Draft Date 11/08/2014, Bank Name State Bank of India, ESPLANADE, received on 25/08/2014

(Under Article : B = 2111989/- , E = 21/- on 25/08/2014)

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.-37,80,32,245/-

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

Deficit stamp duty

Deficit stamp duty Rs. 75021/- is paid , by the draft number 087080, Draft Date 11/08/2014, Bank : State Bank of India, ESPLANADE, received on 25/08/2014

(Md. Shadman)
ADDITIONAL DISTRICT SUB-REGISTRAR

(Md. Shadman)
ADDITIONAL DISTRICT SUB-REGISTRAR

25/08/2014 16:18:00

Endorsement Page 2 of 2

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 27
Page from 4003 to 4056
being No 06530 for the year 2014.



Arnab Basu

(Arnab Basu) 02-September-2014
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. ALIPORE
West Bengal



ORIGINAL IS IN A PART 1000

Arnab Basu

Checked by

Additional District Sub-Registrar, Alipore,
South 24 Parganas