

Agmt. No. 3/3/12/2/08

भारतीय विद्युत् व्यापक

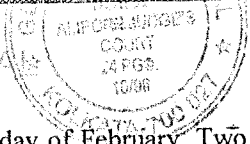
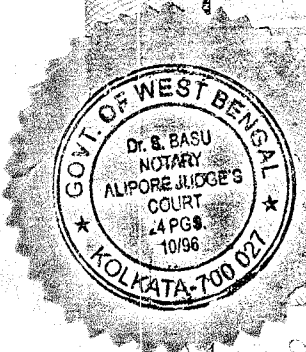
दस  
रुपये

TEN  
RUPEES

RS. 10

INDIA

INDIA NON JUDICIAL



Notary  
Alipore Judge's Court,  
Calcutta-2



पश्चिम बंगाल WEST BENGAL 17AA 968248

THIS AGREEMENT made this the 12<sup>th</sup> day of February, Two Thousand and Eight [2008] BETWEEN **EVERGREEN PROPERTIES PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its Registered Office at 21, Dover Place, Police Station – Gariahat, Kolkata – 700019, represented by its Director **MR. SURESH KUMAR AGARWAL**, son of Mr. Ramji Lal Agarwal, residing at 17/104, Buroshibtalla Main Road, Post Office – New Alipore, Police Station – Behala, Kolkata – 700038, hereinafter referred to as the **“OWNER”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, successors-in-interest, nominees and assigns) of the **‘ONE PART’** AND **AMRITA PROMOTERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its Registered Office at 75/2A, Hazra Road, Police Station – Lake, Kolkata – 700029, represented by its Director **MR. NARESH CHANDRA DAS**, son of Late Narayan Chandra Das, working for gain at 75/2A, Hazra Road, Police Station – Lake, Kolkata – 700029, hereinafter referred to as the **“DEVELOPER”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, successors-in-interest, nominees and assigns) of the **‘OTHER PART’**.

12 FEB 2008

*Suresh* *Basu*





WHEREAS by a Deed of Conveyance dated 3<sup>rd</sup> April 1995, registered at the office of the Registrar of Assurances, Kolkata and recorded in Book No. I, Being No. 2261 for the year 1995, made between Chandra Sekhar De, therein referred to as the Vendor, for the consideration mentioned therein sold, conveyed, transferred, assured and assigned unto the Purchaser therein being Evergreen Properties Private Limited, the Owner herein and the Vendor therein, has thereby transferred all his right, title and interest over and in respect of the land and building and over the common passage in Premises No. 75/2A, Hazra Road, Kolkata – 700029, measuring an area of 1 Cottah 12 Chittacks more or less, more fully described in the Schedule thereunder written and also fully described in **Part – I** of the **First Schedule** hereunder written, unto and in favour of the Owner herein.

AND WHEREAS by another Deed of Conveyance dated 19<sup>th</sup> May 1995, registered at the office of the District Sub-Registrar, Alipore and recorded in Book No. I, Being No. 926 for the year 1995, made between Ashish Kumar De, therein referred to as the Vendor, for the consideration mentioned therein sold, conveyed, transferred, assured and assigned unto the Purchaser therein being Evergreen Properties Private Limited, the Owner herein and the Vendor therein, has thereby transferred all his right, title and interest over and in respect of the land and building and over the common passage in Premises No. 75/2B, Hazra Road, Kolkata – 700029, measuring an area of 4 Cottahs 14 Chittacks 20 Sq. Ft. more or less, more fully described in the Schedule thereunder written and also fully described in **Part – II** of the **First Schedule** hereunder written, unto and in favour of the Owner herein.

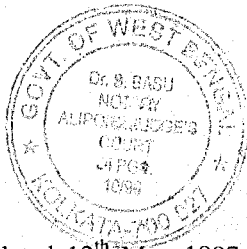
AND WHEREAS by virtue of the aforesaid purchase the Owner became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to as co-owner of Premises No. 75/2A, Hazra Road, Kolkata – 700029, measuring an area of 1 Cottah 12 Chittacks more or less, together with the building standing thereon or on part thereof and also as an absolute owner of Premises No. 75/2B, Hazra Road, Kolkata – 700029, measuring an area of 4 Cottahs 14 Chittacks 20 Sq. Ft. more or less, together with the one storied building standing thereon, more fully and particularly described in **Part – I** and **Part – II** of the **First Schedule** hereunder written and hereinafter referred to as the '**said Schedule – I Property**'.

*[Handwritten signature]*

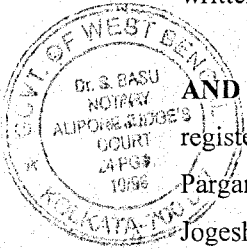
*[Handwritten signature]*

17 FEB 2008

12 FEB 2008



AND WHEREAS by a Deed of Conveyance dated 12<sup>th</sup> May 1997, registered at the office of the Additional District Sub-Registrar, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 93, Pages 127 to 142, Being No. 2527 for the year 1997, made between Yotirmoy De, therein referred to as the Vendor, for the consideration mentioned therein sold, conveyed, transferred, assured and assigned unto the Purchaser therein being Amrita Promoters Private Limited, the Developer herein and the Vendor therein, has thereby transferred all his right, title and interest over and in respect of the undivided one-half share in Premises No. 15D, Sevak Baidya Street, Kolkata – 700029, that is, an area of 4 Chittacks of land more or less alongwith all other easement rights and all ingress and egress right to the said premises, more fully described in the Schedule thereunder written and also fully described in **Part – I** of the **Second Schedule** hereunder written, unto and in favour of the Developer herein.



AND WHEREAS by another Deed of Conveyance dated 24<sup>th</sup> September 1997, registered at the office of the Additional District Sub-Registrar, Alipore, South 24 Parganas and recorded in Book No. I, Being No. 697 for the year 1997, made between Jogesh Chandra De, therein referred to as the Vendor, for the consideration mentioned therein sold, conveyed, transferred, assured and assigned unto the Purchaser therein being Amrita Promoters Private Limited, the Developer herein and the Vendor therein, has thereby transferred all his right, title and interest over and in respect of ALL THAT the demarcated northern side of the Premises No. 75/2A, Hazra Road, Kolkata – 700029, measuring 6 Chittacks 31 Sq. Ft. of land more ore less, together with a two storied dwelling units standing thereon and including all other easement rights and all ingress and egress right to the said premises, more fully described in the Schedule thereunder written and also fully described in **Part – II** of the **Second Schedule** hereunder written, unto and in favour of the Developer herein.

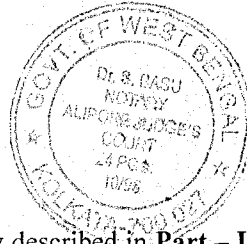
AND WHEREAS by virtue of the aforesaid purchase the Developer herein became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to as co-owner having undivided one-half share in Premises No. 15D, Sevak Baidya Street, Kolkata – 700029, measuring an area of 4 Chittacks of land more or less, including all other easement rights and all ingress and egress right to the said premises and also as co-owner of Premises No. 75/2A, Hazra Road, Kolkata – 700029, being the demarcated northern portion with the building standing thereon measuring an area of 6 Chittacks 31 Sq. Ft. of land more or less, including all other easement rights and all ingress and egress

*[Handwritten signature]*

*[Handwritten signature]*

17 FEB 2008

17 FEB 2008



right to the said premises, more fully and particularly described in **Part – I** and **Part – II** of the **Second Schedule** hereunder written and hereinafter referred to as the '**said Schedule – II Property**'.

**AND WHEREAS** by a registered Deed of Gift dated 1<sup>st</sup> February 1980, registered in the office of the District Sub-Registrar, Alipore and recorded in Book No. I, Volume No. 20, Pages 149 to 152, Being No. 364 for the year 1980, made between Monmohan De, since deceased, therein referred to as the Donor of the One Part and Sri Dilip Kumar De, therein referred to as the Donee No. 1 and Sri Jogesh Chandra De, therein referred to as the Donee No. 2 of the Other Part, the Donor therein conveyed, transferred and assured as and by way of gift out of natural love and affection unto the Donee No. 1 therein, a portion of Premises No.75/2A, Hazra Road, Kolkata – 700029, measuring 1 Cottah 40 Sq. Ft. more or less of Land, together with a dwelling unit standing thereon being the southern side of the aforesaid premises with all easements, amenities and facilities and with the right to use the common passage and underground drainage alongwith the other co-owners of the said premises, more fully described in the Schedule 'Kha' thereunder written and to the Donee No. 2 therein, a portion of Premises No. 75/2A, Hazra Road, Kolkata – 700029, measuring 6 Chittacks 31 Sq. Ft. more or less of land, together with a dwelling unit standing thereon being the northern side of the said premises with all easements, amenities and facilities and with the right to use the common passage and underground drainage alongwith the other co-owners of the said premises, more fully described in the Schedule 'Ka' thereunder written and also fully described in **Part – I** of the **Third Schedule** hereunder written.

**AND WHEREAS** by a Deed of Sale dated 29<sup>th</sup> November 1996, duly registered in the office of the Additional District Sub-Registrar, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 99, Pages 214 to 223, Being No. 3137 for the year 1996, made between Himangshu Kumar De, son of Late Monmohan De, residing at 656/3A, Napier Town, Jabalpur-482001, Madhya Pradesh, therein referred to as the Vendor of the One Part and Dilip Kumar De, therein referred to as the Purchaser of the Other Part, the Vendor for the consideration therein mentioned conveyed, transferred, granted, sold and assigned unto the Purchaser therein, **ALL THAT** the piece and parcel of landed property measuring 4 Chittacks more or less, together with the half portion of the old dilapidated two storied building standing thereon being Municipal Premises No. 15D, Sevak Baidya Street (formerly a portion of 75/2, Hazra Road), Police Station – Lake, Kolkata – 700029,

*[Handwritten signature]*

*[Handwritten signature]*

17 FEB 2008

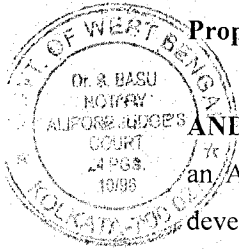
17 FEB 2008

[5]



including all other easement rights and all ingress and egress right to the said premises, more fully described in the Schedule thereunder written and also fully described in **Part – II** of the **Third Schedule** hereunder written.

**AND WHEREAS** by virtue of the aforesaid Sri Dilip Kumar De, became seized and possessed of and/or otherwise well and sufficiently entitled to as co-owner of demarcated portion of an area measuring 1 Cottah 40 Sq. Ft. more or less of land, together with a dwelling unit standing thereon being the southern side of the aforesaid premises with all easements, amenities and facilities and with the right to use the common passage and underground drainage alongwith the other co-owners of the said Premises No. 75/2A, Hazra Road, Kolkata – 700029 and also as co-owner having an undivided portion measuring 4 Chittacks more or less of land in Premises No. 15D, Sevak Baidya Street, Kolkata – 700029, including all other easement rights and all ingress and egress right to the said premises, more fully and particularly described in **Part – I** and **Part – II** of the **Third Schedule** hereunder written and hereinafter referred to as the '**said Schedule – III Property**'.



**AND WHEREAS** said Dilip Kumar De, since deceased, during his lifetime entered into an Agreement dated 12<sup>th</sup> March 1999 with the Owner and the Developer herein, for development of the said **Schedule – III Property** as mentioned in the **Third Schedule** thereunder written, on the terms and conditions mentioned therein.

**AND WHEREAS** by virtue of the above-mentioned Sale Deeds and the said Development Agreement, the Owner, the Developer and Sri Dilip Kumar De became the absolute joint respective owners with development physical possession of **ALL THAT** the piece and parcel of land totaling admeasuring an area of **9 Cottahs 12 Chittacks 40 Sq. Ft.** more or less, being the Municipal Premises Nos.75/2A & 75/2B, Hazra Road and No. 15D, Sevak Baidya Street, Kolkata – 700029.

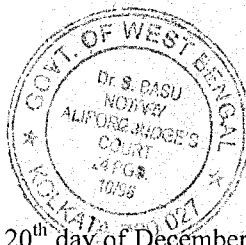
**AND WHEREAS** relying upon the representations of the Owner, the Developer to the said Dilip Kumar De, since deceased, the parties therein expressed and concurrently consented to enter into a registered Deed of Exchange vide dated 23.12.1999 presented on 24.12.1999 for registration in the Office of District Sub-Registrar-I, Alipore, South 24 Parganas.

*[Handwritten signature]*

*[Handwritten signature]*

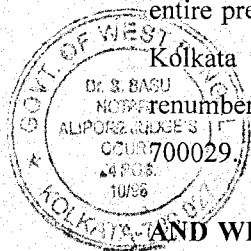
17 FEB 2008

17 FEB 2008



AND WHEREAS said Dilip Kumar De died on the 20<sup>th</sup> day of December 1999, leaving behind his 6 (six) sons namely, [1] Sri Rajendra Kumar De also known as Raju De, [2] Sri Milon Kumar De, [3] Sri Durga Das De, [4] Sri Ranjit Kumar De, [5] Sri Naresh Kumar De and [6] Sri Saroj Kumar De, all resident of 381/F, Panchanantala Road, "Paschim Putiari", Karunamoyee (Tollygunge), Kolkata - 700041, as beneficiaries of equal shares in respect of his immovable properties including the **Schedule III Property**. During his lifetime, said Dilip Kumar De made and published his Last Will and Testament dated 9<sup>th</sup> day of September 1998 appointing Sri Naresh Kumar De and Sri Saroj Kumar De as the Joint Executors to the said Will.

AND WHEREAS by virtue of Deed of Exchange, the Owner and the Developer and the said Joint Executors namely, Sri Naresh Kumar De and Saroj Kumar De have mutated, amalgamated and recorded their names with the Kolkata Municipal Corporation and the entire premises being Nos. 75/2A & 75/2B, Hazra Road and 15D, Sevak Baidya Street, Kolkata - 700029, have mutated and amalgamated and the said entire premises renumbered as Premises No. 75/2A, Hazra Road, Police Station - Lake, Kolkata -



AND WHEREAS the Owner, the Joint Executors namely, Naresh Kumar De and Saroj Kumar De and the Developer became the absolute joint respective owners with development physical possession of **ALL THAT** the piece and parcel of land totaling admeasuring an area of 9 Cottahs 12 Chittacks 40 Sq. Ft. more or less being the Municipal Premises No.75/2A, Hazra Road, Police Station - Lake, Kolkata - 700029, together with the structures standing thereof, more fully and particularly described in the **Fourth Schedule** hereunder written and hereinafter for the sake of brevity referred to as the "Said Premises".

AND WHEREAS the said premises is free from all attachments, acquisitions, requisitions, trusts, tenants, encumbrances, claims or liabilities whatsoever or howsoever and the Owner, the Joint Executors namely, Naresh Kumar De and Saroj Kumar De and the Developer are in vacant and peaceful possession of the entirety of the said premises.

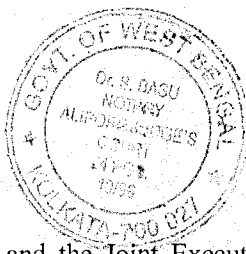
AND WHEREAS the Developer is carrying on business of construction and development of property and has sufficient infrastructure for the purpose.

*[Handwritten signature]*

*[Handwritten signature]*

77 FEB 2008

77 FEB 2008



**AND WHEREAS** the Owner and Developer herein and the Joint Executors namely, Naresh Kumar De and Saroj Kumar De being desirous of developing the said premises, the Joint Executors namely, Naresh Kumar De and Saroj Kumar De has approached the Owner and the Developer herein, for undertaking the development of the said premises and constructing such multi storied building/buildings. The Developer herein had made a Plan of Ground Floor plus Four Storied Building for Commercial Complex and/or Residential Complex and submitted for sanction from the Kolkata Municipal Corporation, hereinafter referred to as the '**said plan**', and at the terms and conditions mentioned hereinafter.

**AND WHEREAS** the Owner and the Developer herein jointly entered into a Supplementary Development Agreement with the Joint Executors of Will of Late Dilip Kumar De on 12.03.2001 on the certain terms and conditions mainly in which allocation of the Sanction Floor Area i.e. 25% (twenty five percent) shall belong to the Joint Executors and beneficiaries of the said Will of Late Dilip Kumar De and balance 75% (seventy five percent) of the both Parties herein.

**AND WHEREAS** the said Joint Executors of the said Will namely, Naresh Kumar De and Saroj Kumar De at the time of signing of the Supplementary Agreement on 12.03.2001 has handed over the vacant, peaceful and khas possession of the said premises to the Developer herein for the purpose of development of the said premises.

**AND WHEREAS** the Owner herein is facing a heavy paucity of funds and therefore the Owner herein given the sole responsibility and liability of developing the said premises to the Developer herein.

**AND WHEREAS** the Owner and the Developer has further agreed to certain terms between themselves for scope of work and allocation of balance Sanction Floor Area i.e. 75% (seventy five percent) of Total Sanction Floor Area.

**NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed by and between the Parties hereto as follows:-

1. The Developer shall develop the said premises of **ALL THAT** the piece and parcel of land measuring an area of 9 Cottahs 12 Chittacks 40 Sq. Ft. more or less at Municipal Premises No. 75/2A, Hazra Road, P.S. Lake, Kolkata – 700029,

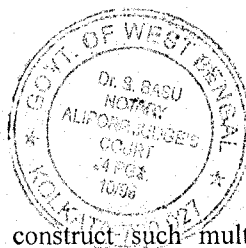
*Signature*

*Signature*

77 FEB 2008

72 FEB 2008





under the Kolkata Municipal Corporation and construct such multi storied building / buildings as per the plan to be sanctioned by the Kolkata Municipal Corporation and other appropriate authorities.

2. Upon such plan being sanction by the Kolkata Municipal Corporation and other appropriate authorities the Developer shall construct and/or cause to be constructed multi storied building / buildings at the said premises, as per the Specifications mentioned in the **Fifth Schedule** hereunder.
3. In consideration of the Owner granting, permitting and authorising the Developer to develop and/or commercially exploit the said premises by erecting constructing and completing such multi-storied building/buildings, the Developer agrees to allocate and handover to the Owner 2000 (two thousand) Square Feet of the Total Sanctioned Floor Area in the proposed multi-storied building/buildings to be constructed together with the undivided proportionate impartible right, title and interest in the common parts, common areas, common facilities and common amenities after constructing and completing the same in all respects by the Developer at its own cost and expenses and hereinafter for the sake of brevity referred to as the **"Owner's allocation"**.



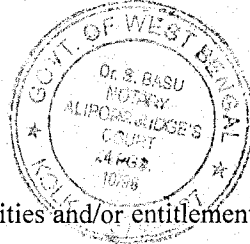
In consideration of the above the Developer herein will be entitled to the remaining F.A.R. of the Total F.A.R. after allocating the 25% (twenty five percent) to the Joint Executors namely, Naresh Kumar De and Saroj Kumar De of the said Will of Late Dilip Kumar De and 2000 (two thousand) Square Feet to Evergreen Properties Pvt. Ltd., the Owner herein, in the proposed building/buildings to be constructed at the said premises together with the undivided, proportionate, impartible, share and interest in the said premises and also together with the proportionate, undivided, share, right, title and interest in the land and common areas, common parts, common facilities, common amenities, the roof, community hall, if any and other area/areas both covered and open in the ground floor of the said building/buildings/said premises, and hereinafter for the sake of brevity referred to as the **"Developer's allocation"**.

*Handwritten signature*

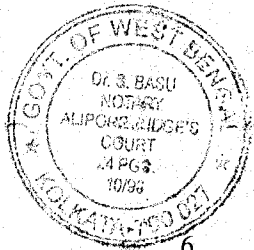
*Handwritten signature*

17 FEB 2008

17 FEB 2008



5. For more fully effectuating the rights and/or authorities and/or entitlements of the Developer in terms of these presents the Owner shall simultaneously with the execution of these presents execute and register in favour of the Developer and/or his nominee or nominees a General Power of Attorney as may be required by the Developer for the purpose of (a) Holding and maintaining the said Premises, (b) To appoint Architects, Contractors and other consultants, (c) To make Plan/Plans and sign for sanction from the appropriate authorities, (d) To apply for and obtain sanction of the Plan (e) Construction of the proposed multi storied building / buildings, (f) to apply for and obtain in the name of the Developer all quotas and entitlements and other allocation and/or for cement, steel, bricks and other building materials allocable to the Developer (g) To apply for and obtain temporary and permanent connection of water, electricity power, gas, telephone, drainage, sewerage supply etc., to the said multi storied building / buildings and other inputs and facilities required for the construction and enjoyment of the said multi storied building/buildings and (h) for implementation of the scheme including the authority and power to sign execute and register the agreement for sale, transfer, deeds, conveyance and other documents as may be required by the Developer for sale of the Developer's allocation to its nominee or nominees further together with right to receive and realise all such advances earnest moneys and other payments from the said nominee and nominees of the Developer, the said Power of Attorney shall remain irrevocable until completion of the said new multi storied building/buildings and the transfer of the Developer's allocation.



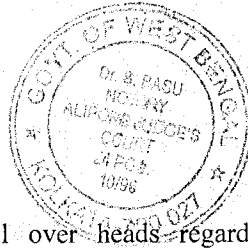
6. Simultaneously with the signing of this Agreement, the Owner has handed over the vacant and khas possession of the said premises to the Developer for the purpose of maintaining and development.
7. The Owner hereby agree to sign and execute such map, plans and other papers as may be required from time to time to enable the Developer to obtain the sanction of the plan and also to obtain all other permissions and approvals and/or sanctions as may be necessary or required from time to time.
8. The entire cost of plan sanction, Architects & Consultants fees and construction of the multi storied building/buildings at the said premises including the Owner's allocation shall be borne and paid by the Developer. Such cost shall include the

*Signature*

*Signature*

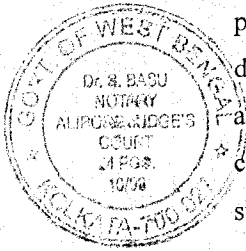
17 FEB 2008

17 FEB 2008



cost of all services, amenities, fittings, fixtures all over heads regarding construction price raise in the cost of materials used for construction, fees payable to the Architects and Engineers in respect of the constructions. The Owner shall not be required to contribute any amount in that respect.

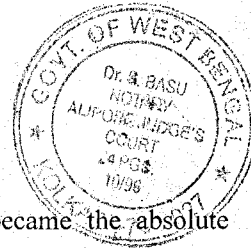
9. The Developer shall be entitled to demolish the existing structures, buildings, erections and construction at the said premises and shall also be entitled to the entire salvage amount receivable from the said existing structures.
10. The Developer shall be entitled to modify or alter the sanction plan if and when the Developer so thinks, fit and proper and in such manner as the Developer may consider necessary or proper and shall bear and pay all costs, charges and expenses including architect's fees in respect thereof during the course of construction.
11. The Developer shall pay the municipal rates and taxes, mutation fees and other outgoings whatsoever pertaining to the said premises.
12. The Developer shall be entitled to apply for and obtain temporary as well as permanent connection for water supply, electricity power, gas, sewerage, drainage, telephones and other inputs and facilities at the said premises and also to apply for and obtain quotas, permits and entitlements and allocations of steel, cement, bricks and other materials for the purpose of construction of the multi storied building/buildings at the said premises.
13. In consideration of the Developer constructing multi storied building/buildings at the said premises and allocating the Owner's allocation therein the Owner shall transfer, convey, assign and assure unto and in favour of the Developer or its nominee or nominees a proportionate undivided indefeasible and impartible share in the land at the said premises in proportion to the Developer's allocation in the multi storied building/buildings at the said premises.



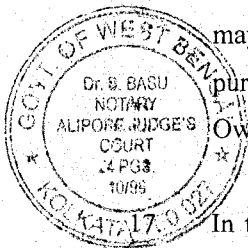
*Secretary*

*[Signature]*

12 FEB 2008



- 14. The Owner's allocation as and when constructed shall become the absolute premises of the Owner who shall be entitled to sell or dispose of the same or parts or portions thereof alongwith proportionate undivided share in the land, and other amenities relating thereto as the sole and absolute Owner thereof.
- 15. The Developer agrees and undertakes to construct and complete construction of the multi storied building/buildings at the said premises and deliver possession of the Owner's allocation therein to the Owner and/or its nominee or nominees within a period of three years from the date of sanction of the building plan and time shall be the essence of contract in that regard.
- 16. For the purpose of transferring, conveying and confirming the transfer of the Developer's allocation in the building at the said premises and perfecting the title of the Developer and/or its nominee or nominees and/or to purchasers of the flats, spaces, car parks, etc. and other areas of the said multi storied building/ buildings, the Owner shall sign and executed such deeds, documents or writings as may be required by the Developer and if necessary the Developer shall join and become a Confirming Party to the Deeds of Conveyance or other documents or writings as may be executed by the Owner in favour of its nominee or nominees and/or the purchasers of the flat, spaces, car parks, etc. and other areas in respect to the Owner's allocation.



In the event of the Developer being prevented from constructing or completing the construction of the multi storied building/buildings at the said premises for reasons beyond its control, i.e. earthquake, flood, riot, etc., the delivery of possession and other consequential provisions shall consequently stand extended.

- 18. The Owner's shall be entitled to transfer, convey or dispose of the Owner's allocation in the multi storied building/buildings at the said premises to its nominee or nominees and intimate such nomination or nominations to the Developer immediately thereafter. Upon such nomination the Developer shall deliver possession of the area to such nominee or nominees of the Owner.

*Signature*

*Signature*

17 FEB 2008

12 FEB 2008



19. The Developer shall be entitled to enter into Agreements for Sale of the flats, spaces, car parks, etc and other areas of the Developer's allocation in the said premises and to book flats, spaces, car parks, etc. to receive advances, earnest moneys and other payments thereunder and sign all Agreements papers or writings for the purposes as may from time to time be required.
20. The Owner/Developer shall also obtain all necessary clearances and certificates under the provisions of Law as may be required for the purpose of Registration of Sale, transfer and conveyance of the flats, spaces, car parks, etc and other areas of the multi storied building/buildings at the said premises and shall bear and pay all costs, charges and expenses for the same.
21. That each of the Parties herein shall pay and discharge their respective liabilities, dues, obligations, etc. in whatsoever nature whether that liabilities, dues, obligations, etc. was in past or in present or arises in future and keep this Agreement free from all encumbrances and indemnified each other in respect thereof. Further this Agreement shall not be liable for any personal debt or liabilities or obligations in whatsoever nature of any of the Parties hereof.



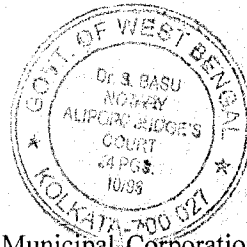
That the Developer agrees not to mortgage or in any way alienate the land, on which the construction shall be made with any Bank/Financial Institution and/or with any third parties. The Developer may mortgage the area of the Developer's allocation i.e. upto remaining F.A.R. of the Total F.A.R. after allocating the 25% (twenty five percent) to the Joint Executors namely, Naresh Kumar De and Saroj Kumar De of the said Will of Late Dilip Kumar De and 2000 (two thousand) Square Feet to Evergreen Properties Pvt. Ltd., the Owner herein.

23. If by reason of any act or omission on the part of the Owner, the Developer is prevented from constructing the multi storied building/buildings at the said premises in terms of this Agreement, the Owner shall forthwith refund to the Developer all moneys if paid by the Developer to the Owner and also compensate the Developer for all losses and damages suffered and costs, charges and expenses incurred by the Developer in pursuance of this Agreement whereupon this Agreement shall stand cancelled.

*[Signature]*

*[Signature]*

12 FEB 2008



24. Upon sanction of the Plan or plans by the Kolkata Municipal Corporation and other appropriate authorities if it is found that there is any variation in the ratio of the Owner's and Developer's allocation, it is hereby agreed by and between the parties that either party will have the option to sell and/or purchase from the other party the floor areas exceeding their respective ratio at the rate to be mutually agreed upon.
25. The Developer shall be fully responsible for any deviation or unauthorised construction or any accident or mishap while making the construction and in no event the Owner shall incur any liability in respect thereof. The Developer shall indemnify and keep indemnified to the Owner against all losses, claims or liabilities, if any, arising out of such accident or mishap.
26. The multi storied building/buildings to be constructed by the Developer at the said premises and the materials to be used therein shall be of the standard marketable quality and no sub-standard or defective materials shall be used by the Developer. All standard services and amenities shall be provided in the said multi storied building/buildings at the said premises. If any additional or better or luxurious quality or workmanship is required by the Owner in the Owner's allocation, the Owner shall be liable to pay additional and extra charges for the same.

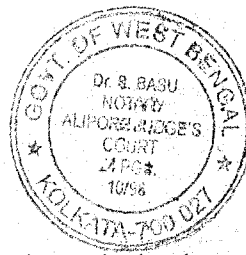


As from the date of service of notice of possession to the Owner and/or its nominee or nominees in occupation of Owner's allocation or portion thereof the Owner shall be responsible to pay and bear and shall forthwith pay on demand to the Developer the proportionate service charges for the maintenance and common facilities in the said multi storied building/ buildings payable in respect of the Owner's allocation the said charges to include proportionate share of premium for the insurance of the said multi storied building/buildings, water, fire and servicing charges and taxes, light sanitary and maintenance, operation, repair and renewal charges, bill collection charges and management of the common facilities, renovation, replacement, repair and renewal of all common wiring, pipes, electrical and mechanical equipments, switch gear, transformers, generators, pump, motors lift and other electrical and mechanical installations, appliances and equipment, stairways, corridors passage ways, park-ways and other common facilities whatsoever as be mutually agreed upon between the parties hereto from

*[Signature]*

*[Signature]*

12 FEB 2008



time to time provided that if additional insurance premium is required to be paid for the insurance of the said multi storied building/buildings by virtue of any, particular usage and/or in the accommodation within the Owner's allocation or any part thereof any additional maintenance or repairs is required by virtue thereof the Owner and/or the persons in occupation of Owner's allocation shall be exclusively liable to pay and the additional premium and/or maintenance and/or repair charges as the case may be.

28. The Owner simultaneously with signing of this Agreement shall hand over all the original Title Deeds, Mutation Certificate, Tax Receipts, etc. to the Developer.
29. Upon Sanction of the plan or plans by the Kolkata Municipal Corporation and other appropriate authorities the Developer can mortgage the said premises only to his allocated share to any Bank or Financial Institution.
30. It was mutually agreed between the Developer and the Owner that upon sanction of the building plan or plans by the Kolkata Municipal Corporation and other appropriate authorities if the Owner/Developer desire to sale their allocation i.e. the Owner's/Developers' allocation then in that event the Owner/Developer shall offer the same to the Owner/Developer and the Owner/Developer agrees to buy the same at a mutually agreed price.

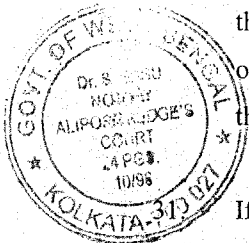
If the Owner/Developer opt the option of selling the Owner's/Developers' allocation as per the clause 28 and the Owner/Developer pays the entire consideration money against the Owner's/Developers' allocation, in such event the Owner/Developer shall be entitle to sell or deal with the entire multi storied building/buildings at the said premises including with the Owner's/Developers' allocation mentioned hereinabove.

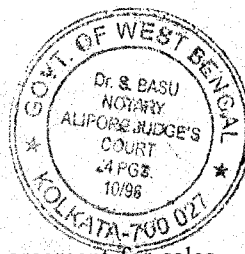
32. The Developer hereby further agrees that over and above the Specification specified in the **Fifth Schedule**, the Developer will provide the same specification for the Owner's allocation as the Developer provides for their allocation.

*[Handwritten signature]*

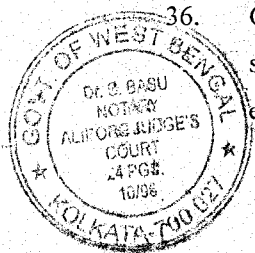
*[Handwritten signature]*

12 FEB 2008





33. The Owner undertakes to sign, execute and confirm all the Agreement for sales and/or deed of conveyances in favour of the Developer or its nominee or nominees as and when it is required by the Developer.
34. This Agreement is irrevocable if not extended mutually, the Developer, its nominees and/or its men and agent will not be called upon to hand over the possession hereby given to the Developer.
35. That all disputes and differences by and between the parties to this Agreement arising in connection with this Agreement the parties hereto the same shall be referred to the sole Arbitrator under the Arbitration and Conciliation Act, 1996 as modified from time to time and the said sole Arbitrator shall enter upon the reference within a fortnight from the date of receipt of the claim from any party to this Agreement and make and publish his/her Award within six months from the date of entering into the reference. If however, the appointed Arbitrator's is unwilling or unable to act as such Arbitrator and/or there is difference in opinion regarding appointment of Arbitrator then each parties will appoint an arbitrator of their choice and the said two arbitrators will appoint an Umpire or the third Arbitrator who will enter reference and will make and publish Award.
36. Courts at Kolkata alone shall have jurisdiction to try and entertain all actions, suits, proceedings arising out of this Agreement and all costs, charges and expenses in respect thereof.



**THE FIRST SCHEDULE ABOVE REFERRED TO**

**PART - I**

**ALL THAT** the piece and parcel of land measuring 1 Cottah 12 Chittacks more or less, together with the right, title and interest in upon and over the common passage being a portion of Premise No. 75/2A, Hazra Road, Police Station - Lake, Kolkata - 700029.

*[Handwritten signature]*

*[Handwritten signature]*

17 FEB 2008





PART - II

ALL THAT the piece and parcel of land admeasuring 4 Cottahs 14 Chittacks 20 Sq. Ft. more or less, together with the one storied building standing thereon with all easements amenities and facilities attached thereto with the right use the common passage being Municipal Premise No. 75/2B, Hazra Road, Police Station - Lake, Kolkata - 700029.

THE SECOND SCHEDULE ABOVE REFERRED TO

PART - I

ALL THAT the undivided one-half share in Premises No. 15D, Sevak Baidya Street, Police Station - Lake, Kolkata - 700029 admeasuring 4 Chittacks of landed property together with all other easement right attached thereto.



PART - II

ALL THAT the demarcated northern side of the Premises No. 75/2A, Hazra Road, Police Station - Lake, Kolkata - 700029, admeasuring 6 Chittacks 31 Sq. Ft. more or less, together with the two storied dwelling unit standing thereon.

THE THIRD SCHEDULE ABOVE REFERRED TO

PART - I

ALL THAT the piece and parcel of land admeasuring 1 Cottah 40 Sq. Ft. more or less, together with the dwelling units standing thereon being the southern side of Premises No.75/2A, Hazra Road, Police Station - Lake, Kolkata - 700029, together with all easements, amenities and facilities and with the right to use the common passage and underground drainage alongwith the co-owner of the said premises.

*Handwritten signature*

*Handwritten signature*

172 FEB 2008

**PART - II**

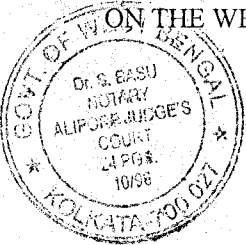
**ALL THAT** the piece and parcel of landed property measuring 4 Chittacks more or less, together with the half portion of old dilapidated two storied building standing thereon being Municipal Premise No. 15D, Sevak Baidya Street (formerly a portion of 75/2, Hazra Road), Police Station - Lake, Kolkata -700029, including all other easements, rights and all ingress and egress right to the said property.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

(Said Premises)

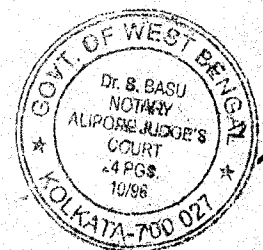
**ALL THAT** the piece and parcel of Land measuring an area of 9 Cottahs 12 Chittacks 40 Sq. Ft. more or less being the Municipal Premises No.75/2A, Hazra Road, Police Station - Lake, Kolkata - 700029, butted and bounded in the manner following that is to say :

- ON THE NORTH : By remaining portion of land of Premises No.75/2A, Hazra Road, Kolkata - 700029;
- ON THE EAST : By Sevak Baidya Street, Kolkata - 700029;
- ON THE SOUTH : By Common Passage; and
- ON THE WEST : By Premises No. 15/C, Sevak Baidya Street, Kolkata - 700029.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**SPECIFICATION**

1. **Foundation** :: Safe foundation as per the recommendations of the Soil Investigation Report and K.M.C. Empanelled Structural Engineers designs.
2. **Structural** :: R.C.C. Framed Structure as per the detail designs of K.M.C. Empanelled Structural Engineer. Outside Walls 250<sup>th</sup> Cement Brickwork with 1<sup>st</sup> Class Picked Bricks all Steel used in the construction should be of TISCO and all Cements used should be of L & T or ACC or Tata.

*S. Basu* *R. Basu*  
12 FEB 2000



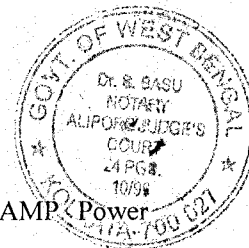
3. **Doors** :: Salwood Frame and Teakwood Shutters should be of solid paneled type with Standard Brass Fittings and Godrej Locks. Doors will be polished.
4. **Windows** :: Salwood Frames and Glazed Shutters with Figured / Tinted Glass Windows to have M.S. Ornamental Grill Tiles (Primer & Paint – Asian, I.C.I., Berger).
5. **Flooring** ::
- a] **Drawing / Dining and Rooms** :: White Mosaic Tiles with 2B Multi Colour Chips.
- b] **Kitchen** :: Marble Floor with Black Stone Kitchen Counter. Kitchen Walls to have Glazed Tiles of approved colour upto a height of 2100 from Floor 3 Pcs. 10" Wide Marble Racks (Glazed Tiles Co. - Partek, Kazaria).
- c] **Toilet** :: Marble Floor and Glazed Tiles of approved colour and designs upto a height of 2100 from Floor (Glazed Tiles – Partex, Kazaria).
6. **Walls** :: All Inside Walls to be finished with Plaster of Paris and Two Coats of Cement Primer (Primer – Asian, I.C.I. Berger).
7. **Sanitary Fittings** :: Coloured Sanitary Fittings of Parryware, Hindusthan or Cera Make.  
All C.P. Fittings to be of 'Jaquar'.  
All Toilets to have Hot and Cold Water Lines and suitable Mixture Taps.
8. **Electricals** :: The Wiring should be with Minature Circuit Breakers.



*Basu*

*[Signature]*

12 FEB 2008



Toilets and Kitchen to have 15 AMP Power Points.

The Writing should be with Finolex Wires and Anchor Roma Switches.

The Electrical Wiring should have proper Earthing.

9. **Water**

:: Underground Reservoir and Overhead Tank with sufficient capacity of Pump Set and sufficient capacity of Deep Tubewell for 24 Hours of Water Supply.

Pump Make – B.E. Crompton.

Deep Tubewell – Hickson.

10.

:: All the Pipes must be of Tata make and sufficient wide.

11. **Outside Faced**

:: Good Quality Architectural Design with Stone and Snowcem Painted.

12. **Lift**

:: Adequate capacity Lift of standard make such as OTIS.

13. **Apartment Name**

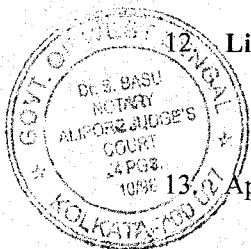
:: Pushpa Apartment

14.

:: Steps and Stairs Balustrade Staircase Balustrade to have made of M.S. Bar of approved design and finished with Primer and Paint,  
Staircase : Floor to have White Mosaic (Primer and Paint : Asian, Berger, I.C.I.).

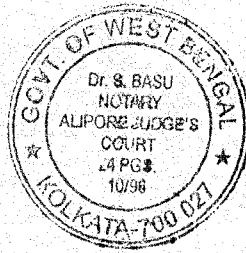
15.

:: Both the parties must consult for any work before hand.



*Signature*

17 FEB 2008



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

**SIGNED SEALED AND DELIVERED**

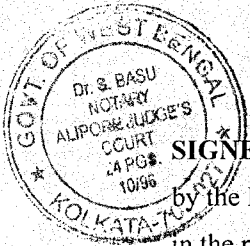
by the **OWNER** at Kolkata  
in the presence of:

M. Srinivas Kanti Goswami  
12A Lakshmi Para Lane  
Chatterjee Bagampani  
Dist. Hooghly  
Pin - 712204

**EVERGREEN PROPERTIES PVT. LTD.**

*Sudesh Ho. Ag. 2004*  
**Director**

Biswanjit Kundu  
Sourav Ganguly Avenue  
Udayachal, Babulata  
P.O. R. Gopalpur,  
Kolkata - 700136.



**SIGNED SEALED AND DELIVERED**

by the **DEVELOPER** at Kolkata  
in the presence of :

① Sanjoy Kumar Roy  
408/17, DKO 12th CE  
Udayachal, Kot. 37

**AMRITA PROMOTERS PVT LTD**

*Nareesh Chandra Das*  
**Director**

② Nirmal Maity

23 Rush-tonjee - S. U.  
Kolkata - 19 -

**IDENTIFIED BY ME**

*Saswati Sharma*  
**Advocate**

Signature (s) of the Exccutant or  
proper identification at  
Alipore Judges' Court, Kol-700021  
under Notaries Act, 1952.

*S. Basu*

(Dr. S. BASU)  
Notary, Govt. of West Bengal  
Reg. No. 10/96