

Developer against us as the owner of the said property, in any such action or proceedings as aforesaid before any Court civil or criminal or revenue and adduce all written and oral evidence and agree to consent orders and settlements and compromise all such actions and suits as shall be decided by our said attorneys and each of them.

- r) To engage lawyers, solicitors, advocates and other legal agents and sign all vokalatnamas, powers, authorisations, and to revoke such appointments and to appoint others in their or his place and to make payment of their fees.
- s) To receive all moneys and grant receipts and discharges in respect of the amounts to be received on sale and disposal of dwelling units and/or otherwise in connection therewith either in our name or in the name of or through the Developer.
- t) To do all such other acts deeds and things as shall be necessary from time to time for and in relation to and/or in connection with the aforesaid matters of development of the said premises and construction of the buildings and completion of project in connection with intended building and constructions thereof.
- u) To delegate such of the authorities hereby granted to our said Attorneys in their absolute discretion as they or either of them shall think fit and proper and upon such delegation the said Power of Attorney shall be deemed to have been granted by us the said Owner in favour of the said delegate or delegates as the case may be.
- v) AND WE the said Owner do hereby confirm accept and agree that all such Act shall always be binding on us and we do hereby ratify and confirm and agree to confirm and ratify all such acts deeds and things that shall be done by the said attorneys or either and each one of them by virtue of the authorities and powers hereby conferred as our own acts deeds and things as if the same had been done by us and by ourselves.

ARTICLE - E : DEVELOPER'S COVENANTS

1. To develop and make construction of such building and raise such construction as may be sanctioned by the concerned authorities and also those which may be sanctioned and permitted by the concerned authorities in due course of time and may be deemed fit and proper by the developer and to take all steps with regard thereto in all respects and manners and be directly responsible for discharge of responsibilities arising there from.
2. To cause the map or plan and/or an additional plan and/or a revised modified map or plan, if any as may be decided by the Developer, (hereinafter called "the BUILDING PLANS") to be sanctioned by the authorities concerned, after obtaining all other permissions, approvals, clearances and/or sanctions as may be necessary or may be required for the purpose of undertaking and proceeding with the development work of the said project.
3. The developer shall commence the work of construction within a period of 90 days after receiving the complete and satisfactory sanctioned building plan. The developer shall after commencement of construction complete the same within a maximum period of 36 months save any delay which may be occasioned by force majeure conditions.
4. The developer shall put in and invest the required funds or money for construction and completion of the said project which shall be constructed by using first class materials under advice of the architect to be appointed by the Developer.
5. To enter into any agreement for sale of the constructed areas falling within the Developer's Allocation and also if and when so directed by the Owner in respect of the Owner's Allocation also with any prospective purchaser(s) in respect of the properties to be built by virtue of the building plan to be sanctioned and provisional booking in respect of the proposed additional or revised building plan on such terms and conditions as may be deemed fit,

- suitable, warranted and proper by the Developer at its sole discretion and the owner shall not interfere therein in any manner.
6. To appoint architect for the project in consultation with the owner and to bear and pay the fees of such architect.
 7. To construct the buildings by using good and standard quality materials having specifications as may be decided by the architect. However the parties have agreed that the specifications for construction as are mentioned in the Second Schedule hereunder written shall be adhered to by the Developer.
 8. To incur all costs, charges and expenses for the purpose of undertaking the Development Work and for constructing, erecting and completing the said project.
 9. To suitably procure necessary funds of its own for development and construction of the said project without in any way seeking such funds or any part thereof from the land owner.
 10. To primarily and directly be and remain responsible for payment of salaries and other amounts that may have to be paid to the Architects, Engineers, Contractors, Workers and other persons to be engaged in the development work of the said project.
 11. To abide by and primarily and directly be and remain responsible and liable for due compliance of all provisions of law and/or statute and/or local laws pertaining to the said development and construction of the said project and in the event of any failure or contravention thereof, to keep the owner indemnified against all actions, suits, proceedings, costs, charges, damages and expenses.
 12. To primarily and directly be and remain responsible and liable for any accident taking place while carrying on the development and construction work at the said project and to keep the owner indemnified against all actions, suits, proceedings, costs, charges, damages and expenses.
 13. The Developer shall be entitled to raise finances only relating to the developer's allocation from Banks, Financial Institutions, Housing Finance Companies etc. as may be required by the

Developer and to enter into and sign and execute all agreements, contracts, deeds, documents, declarations, papers, affidavits as may be required for the purpose in the name of the land owner(s) to assist the developer with regard thereto.

14. The Developer shall always be bound to repay and discharge the financial borrowings that may be obtained by it pursuant to the authority hereby granted.
15. To expeditiously and diligently complete the construction of the said project.

ARTICLE -F : SALE

1. The Developer shall be entitled to sell, deal with, dispose of, transfer the constructed areas falling within the Developer's Allocation in such manner as may be deemed fit and proper by the Developer at such price or value as may be agreed to by the Developer with the Buyer(s) and all amounts payable by such buyers shall be received by the Developer directly without any interference by or on behalf of the owner in any manner whatsoever.
2. The Owner shall be entitled to sell, deal with, dispose of, transfer the constructed areas falling within the Owner's Allocation only through the developer and the Developer shall sell the same at similar price or value as may have been laid down as the prevailing price by the Developer and all amounts payable by such buyers shall be received by the developer who shall remit the same to the Owner in usual course of business. The amounts other than principle consideration being deposits and payments on other heads or accounts which may be payable on account of services and facilities or extra work being payable to the Developer shall be deducted and retained by the Developer out of the remittances to be so made in terms hereof. In case the owner chooses to retain some portions out of the Owner's share, it shall also pay to the

Developer the amounts towards the deposits and payments other than the principle consideration in respect of such retained portions like all other buyers.

3. The owner as the lawful owner of the said premises shall grant, execute and present for registration appropriate deed(s) of sale or deeds of transfer by any other permitted mode of transfer, in favour of the purchaser(s) / transferee(s) being in respect of the proportionate impartible share in the said premises either themselves or through the Developer or the constituted attorney(s) hereby appointed, without seeking to receive payment of any amount or any part of consideration out of the sale proceeds under such agreements / deeds / indenture save as provided herein.
4. For the sake of convenience it has been agreed that the agreements for sale, if any and the deeds of conveyances will be executed by the Attorneys named hereinabove or their appointees and/or delegates in such form and manner and on the terms and conditions as may be decided and determined by the Solicitors of the project.
5. It is agreed that in case the owner entrusts the developer to sell the Owner's allocation also then the developer shall upon receipt(s) of the sale consideration remit the amounts payable to the owner gradually and progressively and shall make full and complete payment of the total amount payable received towards sale of the areas falling within the Owner's allocation after the total amount of consideration in respect thereof is received by the developer in a final manner.

ARTICLE - G : FORCE MAJEURE

- a. The Developer shall not be deemed to have defaulted or committed breach of any of the terms and conditions herein contained in the event the same cannot be performed and/or fulfilled because of any circumstances amounting to force

majeure.

- b. Force Majeure shall mean earthquake, tempest, flood or any other natural calamity, non-availability of building materials, strike, lock out or any other industrial unrest, riot, war or civil commotion and also other circumstances including but not limited to any order of injunction or prohibition imposed on carrying on the said construction which may lead to situation adverse to proceeding with the development and construction and prevent the developer from carrying out and/or discharging its obligation in terms of this agreement.
- c. As a condition precedent for claiming protection under force majeure, the Developer shall notify the owner about existence of force majeure conditions.
- d. It is also agreed that if for any reasons beyond its control, the Developer is unable to proceed with the construction work, no penalty shall be levied on or compensation claimed against the Developer.

ARTICLE -H : GENERAL & MUTUAL CONVENANTS

- a. In case of any unintentional delay, which shall not be within the meaning of force majeure conditions, caused by the developer in completion of construction of the proposed building beyond the said period of time, the developer shall be entitled to approach the owner and request for extension of the said time for completion which the owner shall if considered by it to be prudent and genuine grant to the developer. Provided that in case the developer delays in completion of the entire construction but is able to offer to deliver to the Owner possession of the Owner's share then the delay shall not attract either cancellation or imposition of any penalty in any manner whatsoever.
- b. This Agreement is personal to the parties and the owner shall not be entitled to transfer or assign or in any way deal with its right

title and interest or any portion thereof in respect of the said project and/or the said premises or any part thereof without the prior written consent of the Developer, had and obtained in writing.

- c. The scope, intent, purpose and purport of this Agreement shall be limited to the said project to be developed in the manner recorded herein and none of the parties shall vary or be entitled to vary the same in any manner without a formal written Agreement or other instrument of mutual accord. The rights of the Developer hereunder shall always remain unaffected and the Developer shall proceed with the construction without any delay hindrance or impedance therein.
- d. The original title documents including the said deed of conveyance dated 11th November, 2003 shall be held safely securely and unobliterated by the Owner which shall be produced for inspection in such manner and at such times as may reasonably be directed by the Developer till completion of the construction and sale / transfer of the entire saleable area whereupon the Owner shall hand over the said title documents to the owners' association or the company which may be formed in that regard.
- e. The solicitors & advocates for the project shall be M/s. Kanodia & Co., Temple Chambers, 4th Floor, 6, Old Post Office Street, Kolkata - 700001.
- f. All documents relating to the project including but not limited to agreements for sale and conveyances shall be drawn and finalized by the said solicitors and the same shall be binding on the Owner, Developer and all buyers.
- g. All fees, costs, charges and expenses concerning the agreements for sale and conveyances shall be paid by the buyers to the said advocates.
- h. All stamp duty and registration fees together with other related expenses payable in respect of the deeds of conveyances to be executed in favor of the buyers shall be fully borne and paid by the

buyers.

ARTICLE - I : NEGATIVE COVENANTS

- a. None of the parties shall do any act, deed matter or thing contrary to what has been expressly agreed upon herein including variation modification enlargement reduction or other change in the scope of this agreement unless agreed upon in writing.
- b. None of the parties shall do any act deed matter or thing whereby the progress of the development work of the said project is impeded or hindered.
- c. None of the parties shall initiate any legal proceedings or cause to be initiated legal proceedings and in the event of any disputes or differences between the parties hereto regarding interpretation or meaning or effect or consequences of any of the terms and conditions herein contained or touching these presents or determination or any liability either during the continuance of the agreement recorded herein or after the determination hereof, the same shall be referred to Arbitration as mentioned hereafter.

ARTICLE - J : ARBITRATION

- a. All disputes and differences between the parties hereto regarding the construction or interpretation and/or enforceability of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be referred to the sole arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- b. The Arbitral Tribunal shall have summary powers and also powers to give interim award and/or direction.
- c. It will not be obligatory on the part of the Arbitrator to give any speaking or reasoned award.

ARTICLE -K : JURISDICTION

The Principal Civil Courts at Kolkata shall have exclusive jurisdiction to entertain and try all actions, suits and proceedings arising out of this Agreement.

ARTICLE- L : NOTICES

All notices shall be served by the parties on each other through registered post with acknowledgement due and such notices shall be deemed to have been properly served on the 4th day of handing over the same to the postal authorities irrespective of the addressee receiving or refusing to receive the notice. In emergencies facsimile messages followed by notices as aforesaid may also be sent by the parties. The address of the parties for such notices, unless changed later by due notice, shall be as are mentioned in this agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT that the land and building comprised in and being the municipal premises No. 3, Surti Bagan Street, P. S. Jorasanko, Kolkata - 700073 having an area of land measuring about 06 (six) Cottahs and 08 (eight) Chittacks be the same a little more or less together with the existing old and dilapidated ground plus four storied building and other structure standing thereon together with revenue free land thereunto belonging and on part whereof the same is erected and built, being plot no. 77 in the improvement scheme No. I and formed out of portion of old premises no. 21/7, Tarachand Dutta Street, 7, Peary Lal Mullick Land old Star lane and being portion of Holding nos.193 and 199 in Block No.10 in the North Division of Calcutta Metropolitan City Together with 35 legal/illegal occupiers yielding monthly rent of

Rs.3,000.00 approx out of which a portion is being deposited in Rent Control bearing Assessee Number 11-044-37-0003-1 in the records of Kolkata Municipal Corporation under Police Station Jorashanko and butted and bounded -

On the North: Partly 22 and 24, Tarachand Dutt Street and 4, Mandir Street.

On the South : 1, Surti Bagan Street.

On the East : 40 ft. wide Surti Bagan Street.

On the West : 6 Mandir Street.

THE SECOND SCHEDULE ABOVE REFERRED TO:

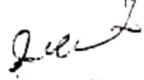
CONSTRUCTION SPECIFICATIONS

1. **Foundation** - Pile foundation, basement raft with strip beams
2. **Superstructure** - RCC frame
3. **Walls** -
Internal : 76.2 mm thick brick masonry
External : 203.2 mm thick brick masonry
4. **Doors** - Flush Door.
5. **Windows** - Aluminum Sliding / UPVC Sliding.
6. **Living/Dining Room & Bedrooms** - Marble/Vitrified Tiles.
7. **Kitchen** -
8. **Floor**: Marble/Vitrified Tiles.
Counter: Black Stone.
Walls: Glaze Tiles upto 2 ft. high from kitchen slab/counter.
9. **Toilets** -
Floor : Anti skid Tiles/Marble.
Wall : Glaze Tiles upto 7 ft. height from floor.
Sanitary ware: Parryware/Any reputed make.
10. **Electrical** Internal Copper Wire, switches make of Anchor or any reputed make.
11. **Interior Finish** - POP.
12. **Exterior Finish** - Weather coat of any reputed make.
13. **Elevators** - OTIS/KONE.
14. **Water supply**
Source: KMC.
Distribution : Under ground reservoir and overhead tank.
15. **Other Features** (at an Extra cost)

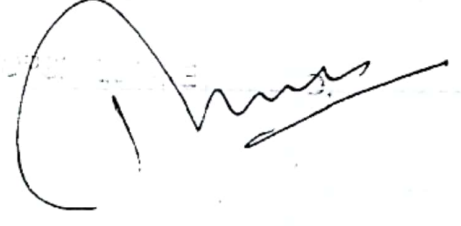
Power Supply : CESC Ltd.
 Standby power : Generator (On extra cost).
 Telephone / Cable TV : Internal provision provided.

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

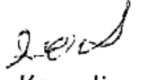
SIGNED SEALED AND DELIVERED
 by the DEVELOPER at Kolkata
 in the presence of :


 (S. K. Kanodia, Advocate,
 High Court, Calcutta.)

Rajesh Jaiswal
 75/1, KAILASH BOSE STREET
 KOLKATA - 700006


 (RADENDRA JAIN)

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

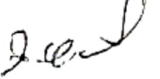

 (S. K. Kanodia, Advocate,
 High Court, Calcutta.)

BHROSEMAND COMMERCE PVT. LTD.

 (B. GOUTHAN CHAND) Director

Rajesh Jaiswal

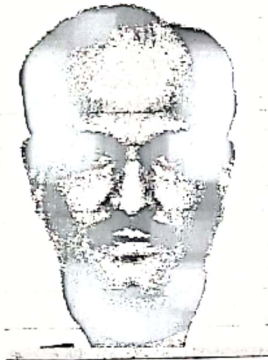
Drafted by me.


 (S. K. Kanodia, Advocate,
 High Court, Calcutta. Bar
 Council Regn. No. WB/347/76)

SPECIMEN FORM FOR TEN FINGER PRINTS

Sl. No. Signature of the executant and/or Purchaser/ Presentants

1.



LITTLE



RING



MIDDLE



FORE



THUMB

LEFT HAND



THUMB



FORE



MIDDLE



RING



LITTLE

RIGHT HAND

2.



LITTLE



RING



MIDDLE



FORE



THUMB

LEFT HAND



THUMB



FORE



MIDDLE



RING



LITTLE

RIGHT HAND

3.

LITTLE

RING

MIDDLE

FORE

THUMB

LEFT HAND

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2016, Page from 148641 to 148682
being No 190204725 for the year 2016.



Digitally signed by ASHOK KUMAR
BISWAS

Date: 2016.12.15 13:08:48 +05:30
Reason: Digital Signing of Deed.

Biswas

(Ashoke Kumar Biswas) 15-12-2016 13:08:47
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
West Bengal.

CERTIFIED TO BE A TRUE COPY

CHECKED BY

Haradkumbes.
02-03-18-

(This document is digitally signed.)

ADDL. REGISTRAR OF ASSURANCES-I.
KOLKATA

02-03-18-