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पश्चिम बंगाल WEST BENGAL

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ADDITIONAL REGISTRAR OF ASSURANCES-II, KOLKATA

Certified that the Document is admitted to Registration The Signature and the endorsement are the person's own
Additional Registrar of Assurances II, Kolkata

28 AUG 2023

DEVELOPMENT AGREEMENT WITH DEVELOPMENT POWER OF ATTORNEY

1. Date: 25.08.2023
2. Place: Kolkata
3. Parties:

2700
24/8/23
Vet Care No. 250/
JCB 800/
Total
Fees

95471

03 JUL 2023

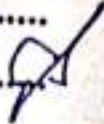
S. R. DAS
ADVOCATE
ALIPORE POLICE COURT
KOLKATA-27

S.L. No.....Sold To.....

Rs.....Adtrs.....

G.C. SAHA
(Govt.) LICENSED STAMP VENDOR
11A, Mirza Galib Street, Kol-87

.....
Issue Date.....Sign.....



03 JUL 2023

- *Ashish Biswas*



8070

- *Ashish Biswas*



ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA

25 AUG 2023

19/08/23







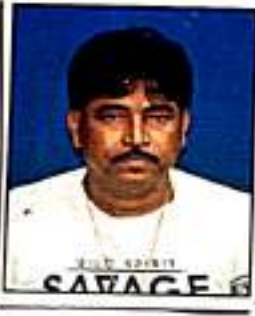

Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue






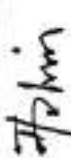


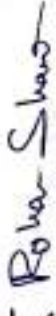
OFFICE OF THE A.R.A. - II KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19022002159066/2023

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mrs Bandana Mondal City:- , P.O:- Sarkarpool, P.S:-Maheshtala, District:-South 24- Parganas, West Bengal, India, PIN:- 700141	Land Lord		8086 	Bandana Mondal 25.8.23
2	Mrs Dolly Mali City:- , P.O:- Sarkarpool, P.S:- Maheshtala, District:- South 24-Parganas, West Bengal, India, PIN:- 700143	Land Lord		8072 	↓ Dolly Mali 25.08.23
3	Mr Pradip Mali Sampa Mirza Nagar, Purba Para, City:- , P.O:- Sarkarpool, P.S:- Maheshtala, District:- South 24-Parganas, West Bengal, India, PIN:- 700143	Represent ative of Developer [P.A. Enterprise]		8071 	Pradip Mali 25/8/23

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Mr Ashish Biswas Block F1, Flat No.7, Sampa Mirza Nagar Government Housing Estate, City:- , P.O:- Sarkarpool, P.S:- Maheshtala, District:- South 24-Parganas, West Bengal, India, PIN:- 700143	Representative of Developer [P.A. Enterprise]		8070 	 25.08.23
5	Mr Ashim Biswas City:- , P.O:- Sarkarpool, P.S:- Maheshtala, District:- South 24-Parganas, West Bengal, India, PIN:- 700143	Land Lord		8083 	 28.08.23
Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Rohan Shaw Son of Mr Bhriгу Narayan Shaw 43B, Narikeldanga Main Road, Kankurgachi, City:- , P.O:- Kankurgachi, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700054	Mrs Bandana Mondal, Mrs Dolly Mali, Mr Pradip Mali, Mr Ashish Biswas, Mr Ashim Biswas		8087 	 25/08/2023

(Satyajit Biswas)
 ADDITIONAL REGISTRAR
 OF ASSURANCE
 OFFICE OF THE A.R.A. -
 II KOLKATA
 Kolkata, West Bengal

- 3.1 BANDANA MONDAL [PAN ADMPM7733P], wife of Sukhamay Mondal, nationality Indian, by faith Hindu, by occupation Housewife, residing at Rampur, Post Office Gobindapur, Police Station Maheshtala, PIN-700141, District South 24 Parganas
- 3.2 DOLLY MALI [PAN CYKPM6572M], wife of Pradip Mali, nationality Indian, by faith Hindu, by occupation Housewife, residing at Sampa Mirza Nagar, Purba Para, Post Office Sarkarpool, Police Station Maheshtala, PIN-700143, District South 24 Parganas
- 3.3 ASHIM BISWAS [PAN AMPPB0916R], son of Ashoke Kumar Biswas, nationality Indian, by faith Hindu, by occupation Service, residing at Block II, Flat No.6, Sampa Mirza Nagar Government Housing Estate, Post Office Sarkarpool, Police Station Maheshtala, PIN-700143, District South 24 Parganas

(Collectively Owners, include successors-in-interest and/or assigns)

AND

- 3.4 P.A. ENTERPRISE [PAN AATFP3854C], a partnership firm, having its registered office at Sampa Mirza Nagar, Purba Para, Post Office Sarkarpool, Police Station Maheshtala, Kolkata 700143, represented by its partners, PRADIP MALI [PAN ATEPM6953H], son of Late Akhil Mali, nationality Indian, by faith Hindu, by occupation Business, residing at Sampa Mirza Nagar, Purba Para, Post Office Sarkarpool, Police Station Maheshtala, Kolkata 700143 & ASHISH BISWAS [PAN BTAPB1828B], son of Ashoke Kumar Biswas, by nationality Indian, by faith Hindu, by occupation Business, residing at Block F1, Flat No.7, Sampa Mirza Nagar Government Housing Estate, Post Office Sarkarpool, Police Station Maheshtala, PIN-700143, District South 24 Parganas
(Developer, include successors-in-interest and/or assigns)

Owners and Developer individually Party and collectively Parties.

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

4. Subject Matter of Agreement

- 4.1 Development of Said Property: Understanding between the Owners and the Developer with respect to the development (in the manner specified in this Agreement) of land measuring about 14 (fourteen) decimal equivalent to 8 (eight) *cottah* 7 (seven) *chittack* 4 (four) square feet, more or less together with structures comprised in R.S. *Dag* No.335 corresponding to L.R. *Dag* No.460, recorded in L.R. *Khatian* Nos. 7119, 1085, 7307, in *Mouza* Sapamirzanagar, J.L. No. 11, situates, lying at Holding No. C2-54/New G.L. Roy Road, within Ward No.011 of Maheshtala Municipality, Post Office Sarkarpool, PIN-700143, Police Station Maheshtala, Additional District Registration Office Behala, District South 24 Parganas (Said Property), more fully described in the 1st Schedule below, by

construction of a ready-to-use G+III storied residential building on the Said Property (New Building).

- 4.2 Allocation and Demarcation of respective Entitlements: Allocation and demarcation of the respective entitlements of the Owners and the Developer in the New Building to be constructed on the Said Property as per the terms and conditions enumerated in this Agreement.

5. Representations, Warranties and Backgrounds

5.1.1 Background:

Chain of Ownership of Bandana Mondal (Owner No.3.1 herein):

Whereas by virtue of inheritance from Late Aghor Chandra Mallick and Sona Bala Mallick, being the parent of Gour Chandra Mallick, Ashok Chandra Mallick, Sampatti Naskar and Pramila Mondal (collectively Gour Chandra And Others), the said Gour Chandra And Others jointly became the absolute owners of *sali* land measuring about 45 (forty five) decimal, more or less, comprised in R.S. *Dag* No. 335, recorded in R.S. *Khatian* No.356/1, in *Mouza* Sapamirzanagar, J.L.No.11, within the limits of Maheshtala Municipality, Police Station Maheshtala, District South 24 Parganas.

And whereas By a Deed of Conveyance dated 20.06.1994, registered in the Office of the Sub-Registrar, Alipore, South 24 Parganas, in Book No. I, Volume No.93, at Pages 353 to 361, being Deed No.4839 for the year 1994, Gour Chandra And Others sold and transferred *sali* land measuring about 1 (one) *cottah* 15 (fifteen) *chittack* 5 (five) square feet equivalent to 3.21 (three point two one) decimal, more or less, out of 45 (forty five) decimal, comprised in R.S. *Dag* No. 335 corresponding to L.R. *Dag* No. 460, recorded in R.S. *Khatian* No.356/1 and L.R. *Khatian* No.4, in *Mouza* Sapamirzanagar, J.L.No.11, within the limits of Maheshtala Municipality, Police Station Maheshtala, District South 24 Parganas, to Bandana Mondal (Owner No.3.1 herein).

And whereas the Owner No.3.1 herein mutated her name in the records of the Land Reforms Settlement vide L.R. *Khatian* No.1085 as well as in the Assessment Records of the Maheshtala Municipality in respect of her purchased share in L.R. *Dag* No. 460.

Chain of Ownership of Dolly Mali (Owner No.3.2 herein):

Whereas by virtue of inheritance from Late Aghor Chandra Mallick and Sona Bala Mallick, being the parent of Gour Chandra Mallick, Ashok Chandra Mallick, Sampatti Naskar and Pramila Mondal (collectively Gour Chandra And Others), the said Gour Chandra And Others jointly became the absolute owners of *sali* land measuring about 45 (forty five) decimal, more or less, comprised in R.S.*Dag* No. 335, recorded in R.S. *Khatian* No.356/1, in *Mouza* Sapamirzanagar, J.L.No.11, within the limits of Maheshtala Municipality, Police Station Maheshtala, District South 24 Parganas.

And whereas by a Deed of Conveyance dated 18.06.1993, registered in the Office of the District Sub-Registrar at Alipore, South 24 Parganas, in Book No.I, Volume No.155, at Pages 295 to 303, being Deed No.8362 for the year 1993, Gour Chandra And Others sold and transferred *sali* land measuring about 2 (two) *cottah* 4 (four) *chittack* 10 (ten) square feet equivalent to 3.74 (three point seven four) decimal, more or less, out of 45 (forty five) decimal, comprised in R.S. *Dag* No. 335 corresponding to L.R. *Dag* No. 460, recorded in R.S. *Khatian* No.356/1 and L.R. *Khatian* No.4, in *Mouza* Sapamirzanagar, J.L.No.11, within the limits of Maheshtala Municipality, Police Station Maheshtala, District South 24 Parganas, to Rita Chakraborty.

And whereas by a Deed of Conveyance dated 16.05.2016, registered in the Office of the Additional District Sub-Registrar at Behala, South 24 Parganas, in Book No.I, Volume No.1607-2016, at Pages 132378 to 132406, being Deed No.160704085 for the year 2016, Rita Chakraborty sold and transferred *sali* land measuring about 2 (two) *cottah* 4 (four) *chittack* 10 (ten) square feet equivalent to 3.74 (three point seven four) decimal, more or less, out of 45 (forty five) decimal, comprised in R.S. *Dag* No. 335 corresponding to L.R. *Dag* No. 460, recorded in R.S. *Khatian* No.356/1 and L.R. *Khatian* No.4, in *Mouza* Sapamirzanagar, J.L.No.11, within the limits of Maheshtala Municipality, Police Station Maheshtala, District South 24 Parganas, to Subrata Mondal.

And whereas the said Subrata Mondal mutated his name in the records of the Land Reforms Settlement vide L.R. *Khatian* No.6943 as well as in the Assessment Records of the Maheshtala Municipality.

And whereas by a Deed of Conveyance dated 05.08.2021, registered in the Office of the Additional District Sub-Registrar at Behala, South 24 Parganas, in Book No.I, Volume No.1607-2021, at Pages 314063 to 314092, being Deed No.160708615 for the year 2021, Subrata Mondal sold and transferred *sali* land measuring about 2 (two) *cottah* 4 (four) *chittack* 10 (ten) square feet equivalent to 3.74 (three point seven four) decimal, more or less, out of 45 (forty five) decimal, comprised in R.S. *Dag* No. 335 corresponding to L.R. *Dag* No. 460, recorded in L.R. *Khatian* No.6943, in *Mouza* Sapamirzanagar, J.L.No.11, Holding No.C2-55/New G.L. Roy Road, within the limits of Maheshtala Municipality, Police Station Maheshtala, District South 24 Parganas, to Dolly Mali (Owner No.3.2 herein).

And whereas the Owner No.3.2 herein mutated her name in the records of the Land Reforms Settlement vide L.R. *Khatian* No.7307 as well as in the Assessment Records of the Maheshtala Municipality in respect of her purchased share in L.R. *Dag* No.460.

Chain of Ownership of Ashim Biswas (Owner No.3.3 herein):

Whereas by virtue of inheritance from Late Aghor Chandra Mallick and Sona Bala Mallick, being the parent of Gour Chandra Mallick, Ashok Chandra Mallick, Sampatti Naskar and Pramila Mondal (collectively Gour Chandra And Others), the said Gour Chandra And Others jointly

became the absolute owners of *sali* land measuring about 45 (forty five) decimal, more or less, comprised in R.S. *Dag* No. 335, recorded in R.S. *Khatian* No.356/1, in *Mouza* Sapamirzanagar, J.L.No.11, within the limits of Maheshtala Municipality, Police Station Maheshtala, District South 24 Parganas.

And whereas by a Deed of Conveyance dated 20.06.1994, registered in the Office of the Sub-Registrar at Alipore, South 24 Parganas, in Book No.I, being Deed No.04840 for the year 1994, Gour Chandra And Others sold and transferred *sali* land measuring about 2 (two) *cottah* 6 (six) *chittack* 10 (ten) square feet equivalent to 3.95 (three point nine five) decimal, more or less, out of 45 (forty five) decimal, comprised in R.S. *Dag* No. 335 corresponding to L.R. *Dag* No. 460, recorded in R.S. *Khatian* No.356/1 and L.R. *Khatian* No.4, in *Mouza* Sapamirzanagar, J.L.No.11, within the limits of Maheshtala Municipality, Police Station Maheshtala, District South 24 Parganas, to Uma Majumder.

And whereas the said Uma Majumder mutated her name in the records of the Land Reforms Settlement vide L.R. *Khatian* No.1071 as well as in the Assessment Records of the Maheshtala Municipality.

And whereas by a Deed of Conveyance dated 11.12.2017 registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No.I, Volume No.1901-2017, at Pages 268092 to 268117, being Deed No.190107886 for the year 2017, Uma Majumder sold and transferred *sali* land measuring about 2 (two) *cottah* 6 (six) *chittack* 10 (ten) square feet equivalent to 4 (four) decimal, more or less, out of 45 (forty five) decimal, comprised in R.S. *Dag* No. 335 corresponding to L.R. *Dag* No.460, recorded in L.R. *Khatian* No.1071, in *Mouza* Sapamirzanagar, J.L.No.11, within the limits of Maheshtala Municipality, lying and situates at G.L. Roy Road, Police Station Maheshtala, District South 24 Parganas, to Ashim Biswas.

And whereas by 2 (two) Deeds of Conveyance registered in the Office of the District Registrar, Alipore, South 24 Parganas, in Book No.I, Volume No.244, at Pages 314 to 323, being Deed No. 13194 for the year 1993 And in Book No.I, Volume No.93, at Pages 391 to 400, being Deed No. 4843 for the year 1994, Gour Chandra And Others sold and transferred *sali* land measuring about 5.96 (five point nine six) decimal, more or less, out of 45 (forty five) decimal, comprised in R.S. *Dag* No. 335 corresponding to L.R. *Dag* No. 460, recorded in R.S. *Khatian* No.356/1 and L.R. *Khatian* No.4, in *Mouza* Sapamirzanagar, J.L.No.11, within the limits of Maheshtala Municipality, Police Station Maheshtala, District South 24 Parganas, to Salil Sengupta.

And whereas by a Deed of Conveyance dated 12th January, 2001, registered in the Office of the District Sub-Registrar II, Alipore, South 24 Parganas, in Book No.I, Volume No.35, at Pages 297 to 308, being Deed No. 1510 for the year 2001, Salil Sengupta sold and transferred *sali* land measuring about 5.96 (five point nine six) decimal, more or less, out of 45 (forty five) decimal, comprised in R.S. *Dag* No. 335 corresponding to L.R. *Dag* No. 460, recorded in R.S. *Khatian* No.356/1 and L.R. *Khatian* No.4, in

Mouza Sapamirzanagar, J.L.No.11, within the limits of Maheshtala Municipality, Police Station Maheshtala, District South 24 Parganas, to Rita Biswas.

And whereas Rita Biswas mutated her name in the records of Land Reforms Settlement vide L.R. *Khatian* No. 1437 as well as in the Assessment Records of Maheshtala Municipality.

And whereas by a Deed of Conveyance dated 05.08.2019, registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, in Book No.I, Volume No. 1904-2019, being Deed No.190407657 for the year 2019, Rita Biswas sold and transferred *sali* land measuring 3.05 (three point zero five) decimal equivalent to 1 (one) *cottah* 13 (thirteen) *chittack* 24 (twenty four) square feet, out of 45 (forty five) decimal, comprised in R.S. *Dag* No. 335 corresponding to L.R. *Dag* No. 460, recorded in L.R. *Khatian* No. 1437, in *Mouza Sapamirzanagar, J.L.No.11, Police Station Maheshtala, situates, lying at Holding No.C2-53/New, G.L. Roy Road, Kolkata-700143, within Ward No.11 of Maheshtala Municipality, Additional District Registration Office Behala, District South 24 Parganas, to Ashim Biswas (Owner No.3.3 herein).*

And whereas the said Owner No.3.3 herein mutated his name in the records of Land Reforms Settlement vide L.R. *Khatian* No. 7119 as well as in the Assessment Records of Maheshtala Municipality in respect of his purchased share in L.R. *Dag* No. 460 being land measuring approximately 7 (seven) decimal.

Absolute Ownership of Owners:

Whereas in the above-mentioned events and circumstances, the Owners have become the joint and absolute owners of land measuring about 14 (fourteen) decimal equivalent to 8 (eight) *cottah* 7 (seven) *chittack* 4 (four) square feet, more or less together with standing structures comprised in R.S. *Dag* No.335 corresponding to L.R. *Dag* No.460, recorded in L.R. *Khatian* Nos. 7119, 1085, 7307, in *Mouza Sapamirzanagar, J.L. No. 11, situates, lying at Holding No. C2-54/New G.L. Roy Road, within Ward No.011 of Maheshtala Municipality, Post Office Sarkarpool, PIN-700143, Police Station Maheshtala, Additional District Registration Office Behala, District South 24 Parganas (Said Property), free from all encumbrances.*

And whereas the Owners applied for conversion of the Said Property before the concerned Office of the Block Land & Land Reforms Office, and the same was allowed and converted from *sali* to *bastu*.

- 5.1.2 **Owners have Marketable Title:** The right, title and interest of the Owners in the Said Property is free from all encumbrances of any and every nature whatsoever.
- 5.1.3 **Owners to ensure Continuing Marketability:** The Owners shall ensure that the Owners' title to the Said Property continues to remain marketable and free from all encumbrances till the completion of the development of the Said Property.

- 5.1.4 **No Previous Agreement:** The Owners have not entered into any agreement for sale or lease or transfer or development of the Said Property with any person or persons. It is clarified that even if any agreement has been entered into between the Owners and any third party, such agreement shall stand cancelled after execution of this Agreement.
- 5.1.5 **No Requisition or Acquisition:** The Said Property is at present not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise.
- 5.1.6 **No Prejudicial Act:** The Owners have neither done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement.
- 5.2 **Developer's Representations:** The Developer has represented and warranted to the Owners as follows:
- 5.2.1 **Infrastructure and Expertise of Developer:** The Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.
- 5.2.2 **Financial Arrangement:** The Developer is and during the tenure of this Agreement shall remain competent to arrange the financial inputs required for development of the Said Property, *inter alia* by way of construction of the New Building on the Said Property.
- 5.2.3 **No Abandonment:** The Developer shall not abandon, delay or neglect the project of development of the Said Property and shall accord the highest priority, financial as well as infrastructural, to the development of the Said Property.
- 5.2.4 **Developer has Authority:** The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.
- 5.3 **Decision to Develop:** The Owners have decided to develop the Said Property jointly into a single parcel of land and for that purpose applied to the Maheshtala Municipality by a notarized declaration for amalgamating their individual share of land into a single Holding Number and the said Municipality was pleased to allow the same. Subsequent to it, the Owners got a building plan sanctioned by the Maheshtala Municipality and other statutory authorities concerned with sanction (collectively Planning Authorities) vide Building Permit No. SWS-OBPAS/2205/2023/0381 dated 22.05.2023. Pursuant thereto, preliminary discussions have been held with the Developer for taking up the development of the Said Property by constructing the New Building i.e., G+III storied residential building (Project).
- 5.4 **Finalization of Terms Based on Reliance on Representations:** Pursuant to the above and relying on the representations made by the Parties to each

other as stated above, final terms and conditions [superceding all previous correspondence and agreements (oral or written) between the Parties] for the Project are being recorded by this Agreement.

6. Basic Understanding

6.1 **Development of Said Property by Construction of New Building:** The Parties have mutually decided to take up the Project, i.e., the development of the Said Property by construction of the New Building thereon with (1) specified inputs and responsibility sharing by the Parties and (2) exchange with each other of their specified inputs.

6.2 **Nature of New Building:** The Developer shall, at its own costs and without creating any financial or other liability on the Owners, construct, erect and complete the New Building in accordance with the plans sanctioned by the Owners with any renewal and/or amendments thereto and as per the Specifications mentioned in the 2nd Schedule below, as a ready-to-use building with specified areas, amenities and facilities to be enjoyed in common.

7. Appointment and Commencement

7.1 **Appointment:** The Parties hereby accept the Basic Understanding between them as recorded in Clause 6 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Consequent thereto, the Owners hereby appoint the Developer as the developer of the Said Property with the right to execute the Project and the Developer hereby accepts the said appointment by the Owners.

7.2 **Commencement:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of this Agreement and shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.

8. Sanction and Construction

8.1 **Architects and Consultants:** The Owners confirm that the Owners have authorized the Developer to appoint the Architects and other Consultants to complete the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer and the Owners shall have no liability or responsibility.

8.2 **Construction of New Building:** The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owners, demolish the existing structure on the Said Property and construct, erect and complete the New Building on the Said Property comprising of building/s and Common Portions (defined below), in accordance with the sanctioned plans with necessary amendments/modifications, if any. The debris arising out of the demolition of the existing building on the Said Property, or the value thereof shall belong to the Developer and Owners.

- 8.3 **Completion Time:** With regard to time of completion of the Project, it has been agreed between the Parties that the Developer shall construct, erect and complete the New Building within a period of 36 (thirty-six) months from the date of this agreement (Completion Time). It is further agreed between the Parties that the Completion Time can be extended by 6 (six) months by the Developer (Extended Time) and for such extension provided however the Developer shall not be liable for any delay in completing the Project due to Force Majeure (explained below).
- 8.4 **Common Portions:** The Developer shall at its own costs, install and erect in the New Building, common areas, amenities and facilities such as stairways, lifts, passages, common lavatory, electric meter room, pump room, reservoir, overhead water tank, water pump and motor, water connection, drainage connection and sewerage connection as per the sanctioned plan/s with any renewal and/or modifications and/or amendments and other facilities required for establishment, enjoyment and management of the New Building (collectively Common Portions). For permanent electric connection to the flats and other spaces in the New Building (Flats), the intending purchasers (collectively Transferees) shall pay the deposits demanded by authorized and concerned agencies and the Owners shall also pay the same for the Flats/Units in the Owners' Allocation (defined in Clause 11.1 below).
- 8.5 **Building Materials:** The Developer shall be authorized in the name of the Owners to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Building but under no circumstances the Owners shall be responsible for the price/value, storage and quality of the building materials.
- 8.6 **Temporary Connections:** The Developer shall be authorized in the names of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the Said Property, upon payment of all usage charges.
- 8.7 **Modification:** Any amendment or modification to the Building Plans may be made or caused to be made by the Developer in consultation with the Owners, within the permissible limits of the Planning Authorities under Building Rules of the concerned and statutory authorities.
9. **Possession**
- 9.1 **Possession by Owners:** Subject to the Developer meeting the obligations mentioned herein, the Owners shall vacate the entirety of the Said Property and hand over vacant and peaceful possession thereof to the Developer, for the purpose of execution of the Project.

10. Powers and Authorities

10.1 To enable the Developer to specifically perform its obligations arising out of this agreement and subject to the other terms and conditions of this agreement, the Owners agree and undertake to execute, maintain and cause to be registered simultaneously herewith or anytime hereinafter an exclusive special power of attorney (POA) in favour of the Developer. The POA executed by the Owners in favour of the Developer shall remain effective and registered for the entire term of this agreement to enable the Developer to perform all its obligations as stated herein. The Developer shall be entitled to appoint one or more substitutes under the said POA for the exercise of any or all the powers and authorities thereunder in favour of any of its Affiliates.

The Owners hereby nominate, constitute and appoint the Developer to act as the true and lawful attorney of the Owners and to do execute and perform all or any of the following acts, deeds, matters and things jointly or severally with respect to the Said Property:

- a) Powers and authorities for construction of the New Building on the Said Property in terms of this agreement.
- b) To obtain permission or approval from the Planning Authorities and other authorities as may be required for the development and construction of the New Building in accordance with this Agreement and for that purpose to sign such applications, papers, writings, undertakings, appeals, etc., as may be required.
- c) To cause sanction and/or revalidation and/or modification and/or extension and/or alteration and/or revision of the Plan/Building Plans sanctioned by the Owners, by the Planning Authorities and to pay fees, costs and charges for such sanction, modification, revalidation, alteration, revision, extension as the case may be and upon completion of work, to obtain drainage connection, water connection, occupancy certificate/completion certificate and other certificates from the concerned authorities.
- d) To deal with all statutory authorities and concerned departments for sanction, modification, alteration, extension, revision and re-validation of the Plan/Building Plans and obtaining drainage connection, water connection, other required certificates and in this regard to prepare, sign and submit plans, papers, documents, statements, undertakings, declarations, applications, indemnities and other ancillary papers, as be required.
- e) In relation to such construction, to sign, execute and register any kind of contracts with any third party under the terms and conditions as be deemed fit by the Developer.
- f) To apply for modifications of the plans from time to time as may be required.
- g) To cause survey, test soil, do excavation and other preparatory works for construction of the New Building on the Said Property.

- b) To enter upon the Said Property with men and material as may be required for the purpose of development work and erect the New Building and complete the Project as per the plan sanctioned and/or plans to be sanctioned and/or renewed and/or modified and/or amended by the Planning Authorities.
- i) To demolish existing structures on the Said Property and to construct temporary sheds and go-downs for storage of building materials and running of site office and to construct the New Building and/or any other structure on the Said Property, as required in accordance with the said development.
- j) In relation to such demolition and construction, to sign, execute and register any kind of contracts with any third party on terms and conditions as be deemed fit by the Developer being the Attorney of the Owners.
- k) appoint architect, contractors, sub-contractors consultants, and surveyors as may be required and to supervise the development and construction work of the New Building on the Said Property.
- l) To apply for obtaining quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Building and to complete the Project.
- m) To approach the concerned authorities for the purpose of obtaining permissions and service connections including water, sewerage and electricity for carrying out and completing the development of the Said Property.
- n) To make deposits with the Planning Authorities and other authorities for the purpose of carrying out the development work and construction of the New Building on the Said Property and to claim refunds of such deposits and to give valid and effectual receipt and discharge on behalf of the Owners in connection therewith.
- o) After completion of the construction of the New Building/Project, to apply for and obtain occupation and completion certificate in respect thereof or parts thereof from the Planning Authorities or other concerned authorities.
- p) Powers and authorities for sale of the flats/units in the New Building to the Intending Purchasers within the Developer's Allocation as stated in this Agreement.
- q) To sign and execute any deeds instruments of documents for the purpose of transferring sell the entirety or any part or portion or proportionate undivided share or shares of the Developer's Allocation to the intending purchaser or purchasers save and except Owners' Allocation as stated herein.

- r) To negotiate for sale and sell the entirety or any part or portion or proportionate undivided share or shares of the Developer's Allocation, on terms and conditions as be deemed fit by the Developer and to prepare, sign, execute and deliver agreements and conveyances of the Developer's Allocation.
- s) To sign, execute, modify, cancel, alter, draw, submit and present for registration and have registered before the concerned authorities all papers, documents, declarations, affidavits, applications, returns, confirmations and consents for and in connection with sanction, modification, alteration, revision and re-validation of the plans sanctioned and/or plans to be sanctioned and/or modified and/or amended, and to have the same registered and obtain all permissions and clearances as may be required for the same.
- t) To obtain construction loan from any financial institution by mortgaging the Developer's Allocation and/or any part thereof.
- u) To appear before Notary Public, Registrars, Magistrates and all other officers and authorities and to have notarized, registered and authenticated all agreements, conveyances and other instruments as aforesaid and in particular to present for registration, admit execution, have registered and obtain original of all agreements, conveyances and other instruments for sale of the Developer's Allocation as detailed in this Agreement.
- v) To apply for and obtain all kind of permissions and clearances required for entering into such agreements, conveyances and instruments including but not limited to clearance under the Income Tax Act, 1961, for transfer/sale of the Developer's Allocation to the Intending Purchaser/s.
- w) To receive and pay and/or deposit moneys including fees, rent, interest from any person or persons, body or bodies, authority or authorities and receive fund and to receive and grant valid receipts and discharges in respect thereof.
- x) To accept any service of writ of summons or other legal process can on behalf of and in the name of the Owners and to appear in any court or authority as the Developer deem appropriate and to commence, prosecute and/or defend any action or legal proceedings relating to development of the Said Property in any court or before any authority and for such purpose to appoint any Solicitor, Advocate, Lawyer in the name and on behalf of the Owners or in the name of the Developer and pay the costs, expenses, fee and other outgoings. Further to depose in the court of law or authority, sign vakalatnama, sign and verify the plaint, written statements, affidavits, petitions, applications, appeals etc., and any other document or documents in furtherance of the said objective. Provided always that this authority shall be available to and exercised by the Developer strictly only in cases where such litigation would touch or concern the development of the Project on the Said Property without in

anyway relating to or affecting the title of the Said Property or the Owners' Allocation.

- y) To do and perform all acts, deeds, matters and things necessary for all or any of the purposes aforesaid and for giving full effect to the powers and authorities herein before contained, as fully and effectually as the Owners could do in person.
- 10.2 The Owners hereby ratify and confirm, and agree to ratify and confirm all acts, deeds and things lawfully done in the interest of the Project and in accordance with the terms and conditions of this agreement by the Developer and persons nominated by the Developer in pursuance of the powers and authorities granted as aforesaid.
- 10.3 Notwithstanding grant of the aforesaid powers and authorities, the Owners shall grant to the Developer and/or its nominees a registered General Power of Attorney for the purpose of doing all acts required to be performed by the Developer for the Project simultaneously on execution of this Agreement and the costs on account thereof shall be borne by the Developer.
- 10.4 Notwithstanding grant of the aforesaid General Power of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. for the purpose of development of the Said Property.
- 10.5 While exercising the powers and authorities under the Power or Powers of Attorney to be granted by the Owners in terms hereof, the Developer shall not do any such act, deed, matter or thing which would in any way infringe the rights of the Owners in any manner or put any financial or other obligation claim or liability upon the Owners.

11. Owners' Consideration

- 11.1 Owners' Allocation: The Developer shall, at its own costs and expenses, construct, finish, complete the Project and make available to the Owners in tenable condition Flats/Units in the New Building. The Owners shall be entitled to get about 35% (thirty-five percent) of the total constructed area and saleable area in the New Building (collectively Owners' Allocation). It is clarified that the Owners' Allocation shall include undivided, impartible and indivisible share in (1) the Common Portions and (2) the land contained in the Said Property.

It is agreed between the Parties that the Owners shall be distributed and allotted in the manner as stated below:

Ashim Biswas:

- a) Flat/Unit No. E on the First Floor of the proposed New Building;
- b) Flat/Unit No. F on the Second Floor of the proposed New Building;
- c) Flat/Unit No. A on the Third Floor of the proposed New Building;
- d) Undivided 17.5% share on the Ground Floor of the proposed New Building.

The Allocation of Ashim Biswas in respect of his undivided 17.5% share on the Ground Floor of the proposed New Building will be effected on or after the registration of Partition Deed. The Owner No.3.3 and the Developer hereby affirms to execute any deed and/or document and/or transfer

document with respect to their undivided shares on the Ground Floor, together and jointly, in accordance with the terms of this agreement in favour of any intending transferee/s.

Dolly Mali:

a) Flat/Unit No. D on the First Floor of the proposed New Building;

Bandana Mondal

a) Flat/Unit No. B on the First Floor of the proposed New Building;

b) Flat/Unit No. C on the First Floor of the proposed New Building

11.2 **Pecuniary Consideration:** In addition to the above, at or before the execution of this Agreement, the Developer has paid a refundable interest free security deposit of Rs.18,000/- (Rupees eighteen thousand) only to the Owners (Pecuniary Consideration), receipt of which the Owners hereby as well as by the Receipt and Memo of Consideration hereunder written, admit and acknowledge.

12. Developer's Consideration

12.1 **Developer's Allocation:** The Developer shall be exclusively entitled to the Developer's Allocation which is about 65% (sixty-five percent) of the total constructed area and saleable area in the New Building (collectively Developer's Allocation) with exclusive right to transfer or otherwise deal with the same in any manner the Developer deems appropriate, without any right, claim or interest therein whatsoever of the Owners and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation. It is clearly understood that the dealings of the Developer with regard to the Developer's Allocation shall not in any manner fasten or create any financial liabilities upon the Owners. However, any transfer of any part of the Developer's Allocation shall be subject to the other provisions of this Agreement. It is clarified that the Developer's Allocation shall include undivided, impartible and indivisible share in (1) the Common Portions and (2) the land contained in the Said Property.

13. Dealing with Respective Allocations

13.1 **Demarcation of Allocations:** The Parties hereby mutually demarcate and allocate the Owners' Allocation and the Developer's Allocation in a fair and equitable manner including as to location, floor, etc. It is clarified that if there are any variations of the plan/s, the Parties shall by mutual consent vary their respective allocations, if necessary.

13.2 **Owners' Allocation:** The Owners shall be exclusively entitled to the Owners' Allocation with exclusive right to transfer or otherwise deal with the same in any manner the Owners deem appropriate, without any right, claim or interest therein whatsoever of the Developer and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession of the Owners' Allocation. It is clearly understood that the dealings of the Owners with regard to the Owners' Allocation shall not in any manner fasten or create any financial liabilities upon the Developer. However, any transfer of any part of the Owners' Allocation shall be subject to the other provisions of this Agreement.

13.3 **Developer's Allocation:** The Developer shall be exclusively entitled to the Developer's Allocation with exclusive right to transfer or otherwise deal

with the same in any manner the Developer deems appropriate, without any right, claim or interest therein whatsoever of the Owners and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation. It is clearly understood that the dealings of the Developer with regard to the Developer's Allocation shall not in any manner fasten or create any financial liabilities upon the Owners. However, any transfer of any part of the Developer's Allocation shall be subject to the other provisions of this Agreement.

13.4 **Transfer of Developer's Allocation:** In consideration *inter alia* of the Developer constructing and handing over the Owners' Allocation to the Owners, the Owners shall execute deeds of conveyances of the undivided share in the land contained in the Said Property and the plan/s as be attributable to the Developer's Allocation, in such part or parts as shall be required by the Developer, in favour of the Transferees nominated by the Developer. Such execution of conveyances shall be through the Developer exercising the powers and authorities mentioned above.

13.5 **No Objection to Allocation:** The Parties confirm that neither Party has any objection with regard to their respective allocations.

13.6 **Cost of Transfer:** The costs of the aforesaid conveyances including stamp duty and registration fees and all other legal expenses shall be borne and paid by the Developer or the Transferees.

14. **Municipal Taxes, *Khajnas* and Outgoings**

14.1 **Relating to Period Prior to Date of Agreement:** All Municipal rates, taxes, *khajnas*, penalty, interest and outgoings (collectively Rates) on the Said Property relating to the period prior to the date of this agreement shall be borne, paid and discharged by the Owners.

14.2 **Relating to Period After Date of Agreement:** As and from the date of execution of this Agreement, the Developer shall be liable for the Rates in respect of the Said Property, till such time the New Building is ready for occupation with all necessary approvals/sanctions from the appropriate authorities, after which, the Parties shall become liable and responsible for the Rates in the ratio of their sharing in the New Building.

15. **Possession and Post Completion Maintenance**

15.1 **Possession of Owners' Allocation:** Within 30 (thirty) days of the date of the New Building being completed as certified by the Architects, the Owners shall take possession of the Owners' Allocation.

15.2 **Possession Date and Rates:** On and from such date of the Owners taking possession (Possession Date), the Parties shall become liable and responsible for the Rates in respect of their respective Allocations.

15.3 **Punctual Payment and Mutual Indemnity:** The Parties shall punctually and regularly pay the Rates for their respective allocations to the concerned authorities and the Parties shall keep each other indemnified

against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them, as the case may be, consequent upon a default by the other.

15.4 **Maintenance:** The Developer and the Owners shall jointly and mutually frame a scheme for the management and administration of the New Building. The Owners hereby agree to abide by all the rules and regulations to be so framed for the management of the affairs of the New Building.

15.5 **Maintenance Charge:** The Transferees and the Owners shall manage and maintain the Common Portions and services of the New Building [if necessary, by forming a body (Association)] and shall collect the costs and service charge therefor (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Building, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipment. Advance/deposit towards Maintenance Charge shall also be collected, to ensure that funds are readily available for proper maintenance and upkeep of the New Building.

16. Common Restrictions

16.1 **Applicable to Both:** The Owners' Allocation and the Developer's Allocation in the New Building shall be subject to the same restrictions as are applicable to multi-storied ownership buildings, intended for common benefit of all occupiers of the New Building.

16.2 **Installation of Telecommunication Tower:** The Owners and Developer confirm, declare and mutually agree that neither Party shall install nor permit to be installed any Telecommunication Tower or other Towers on the roof or any other space/area/portion of the New Building.

17. Obligations of Developer

17.1 **Completion of Development within Completion Time:** The Developer shall complete the entire process of development of the Said Property within the Completion Time and/or the Extended Time.

17.2 **Meaning of Completion:** The word 'completion' shall mean habitable state with water supply, sewage connection, electrical installation and all other facilities and amenities as be required to be provided to make the Flats ready-for-use (as certified by the Architect) and lift license. Reasonable variance in period of completion shall be acceptable to the Parties.

17.3 **Compliance with Laws:** The execution of the Project shall be in conformity with the prevailing rules and by-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure compliance.

- 17.4 **Planning, Designing and Development:** The Developer shall be responsible for planning, designing and development of the New Building with the help of the Architect, professional bodies, contractors, etc.
- 17.5 **Specifications:** The Developer shall construct the New Building as per the specifications given in the 2nd Schedule below (Specifications).
- 17.6 **Commencement of Project:** The development of the Said Property shall commence as per the Specifications, Building Plans, Scheme, rules, regulations, by-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, the Owners having no responsibility in respect thereof in any manner whatsoever.
- 17.7 **Construction at Developer's Cost and Responsibility and Warranty:** The Developer shall construct the New Building at its own cost and responsibility and shall be responsible for construction defects for a period of 1 (one) year from the date of completion in accordance with the relevant acts and rules of the State. The Developer shall alone be responsible and liable to Government, Corporation and other authorities concerned and to the occupants/Transferees and shall alone be liable for any loss or for any claim arising from such construction (including labour liabilities and workmen's compensation) and shall indemnify the Owners against any claims, loss or damages for any default or failure or breach on the part of the Developer.
- 17.8 **Tax Liabilities:** All tax liabilities applicable in relation to the development and other dues shall be paid by the person liable to pay such tax and due in accordance with law.
- 17.9 **Permission for Construction:** It shall be the responsibility of the Developer to obtain all sanctions, permissions, clearances and approvals required from various Government authorities for sanction/modification/renewal/alteration/amendments of the Building Plans and execution of the Project. The expenses to be incurred for obtaining all such sanctions, permissions, clearances and approvals shall be borne by the Developer.
- 17.10 **No Assignment:** The Developer hereby agrees and covenants with the Owners not to transfer and/or assign the benefits of this Agreement or any portion thereof, without the consent in writing of the Owners.
- 17.11 **No Violation of Law:** The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of law, regulation or rule applicable to construction of the New Building.
- 17.12 **No Possession to Third Party:** The Developer hereby agrees and covenants with the Owners not to part with possession of the Developer's Allocation or any part or portion thereof unless possession of the Owners' Allocation is delivered to the Owners in the manner mentioned herein provided however this shall not prevent the Developer from entering into any agreement for sale or transfer or to deal with the Developer's Allocation.

18. Obligations of Owners

- 18.1 **Co-operation with Developer:** The Owners undertake to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property.
- 18.2 **Act in Good Faith:** The Owners undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 18.3 **Documentation and Information:** The Owners undertake to provide the Developer with any and all documentation and information relating to the Said Property as may be required by the Developer from time to time.
- 18.4 **No Dealing with Said Property:** The Owners covenant not to let out, grant lease, mortgage and/or charge the Said Property described in the 1st Schedule below or any portions thereof save in the manner envisaged by this Agreement.

19. Indemnity

- 19.1 **By the Developer:** The Developer hereby indemnifies and agrees to keep the Owners saved harmless and indemnified of, from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owners in relation to the construction of the New Building and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's consultants, employees and/or the Transferees and any breach resulting in any successful claim by any third party or violation of any permission, rules regulations or by-laws or arising out of any accident or otherwise.
- 19.2 **By the Owners:** The Owners hereby indemnify and agree to keep the Developer saved harmless and indemnified of, from and against any and all loss, damage or liability (whether criminal or civil) suffered by Developer in the course of implementing the Project for any successful claim by any third party for any defect in title of the Said Property or any of the Representations of the Owners being incorrect.

20. Developer's Warranties

- 20.1 **By Developer:** The Developer warrants to the Owners that:
- 20.1.1 They have all necessary rights, licenses, permissions, powers and capacity to enter into this Agreement and to perform the obligations hereunder and in so doing, is and shall not be in breach of any obligations or duties owed to any third parties and will not be so as a result of performing its obligations under this Agreement.

21. Limitation of Liability

- 21.1 **No Indirect Loss:** Notwithstanding anything to the contrary herein, neither the Developer nor the Owners shall be liable in any circumstances

whatsoever to each other for any indirect or consequential loss suffered or incurred.

22. Miscellaneous

- 22.1 **Parties Acting under Legal Advice:** Each Party has taken and shall take own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.
- 22.2 **Essence of Contract:** In addition to time, the Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 22.3 **Documentation:** The Developer shall be responsible for meeting all costs and expenses towards execution and registration of any document for giving effect to all or any of the terms and conditions set out herein, including this Agreement. All documents with regard to agreement for sale, conveyance, lease etc. shall be drafted by the Developer's legal advisor.
- 22.4 **Valid Receipt:** The Owners shall pass valid receipts for all amounts paid under this Agreement.
- 22.5 **No Partnership:** The Owners and the Developer have entered into this Agreement on principal-to-principal basis, and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 22.6 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 22.7 **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the New Building by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owners. Further, various applications and other documents may be required to be made or signed by the Owners relating to which specific provisions may not have been made herein. The Owners hereby undertake to do all such acts, deeds, matters and things and execute any additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer.
- 22.8 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

- 22.9 **Taxation:** The Owners shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly, the Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Owners' Allocation and the Owners shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 22.10 **Name of New Building:** The name of the building shall be mutually decided by the Developer and the Owners.
- 22.11 **No Demise or Assignment:** Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the Said Property or any part thereof to the Developer by the Owners or as creating any right, title or interest therein in favour of the Developer except to develop the Said Property in terms of this Agreement.
23. **Defaults**
- 23.1 **No Cancellation:** In the event of any default on the part of one Party, the other Party shall be entitled to sue the Party in default for specific performance of this Agreement and also for damages.
24. **Force Majeure**
- 24.1 **Circumstances Of Force Majeure:** The Parties shall not be held responsible for any consequences or liabilities under this Agreement if the Parties are prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God (2) acts of Nature (3) acts of War (4) fire (5) insurrection (6) terrorist action (7) civil unrest (8) riots (9) strike by material suppliers, workers and employees (10) delay on account of receiving statutory permissions (11) any notice, order of injunction, litigation, attachments, etc. and (12) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations (collectively Circumstances Of Force Majeure).
- 24.2 **No Default:** The Parties shall not be deemed to have defaulted in the performance of their contractual obligations whilst the performance thereof is prevented by Circumstances Of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence and cessation of any event constituting Circumstances of Force Majeure.
25. **Entire Agreement**
- 25.1 **Supercession:** This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous

discussions/correspondence and agreements between the Parties, oral or implied or written, but does not supersede any document signed contemporaneously.

Severance

26.1 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.

Amendment/Modification

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

Rules of Interpretation

29.1 **Presumptions Rebutted:** It is agreed that all presumptions which may arise in law at variance with the express provisions of this Agreement stand rebutted and that no presumptions shall arise adverse to the right, title and interest of Parties to the Said Property under this Agreement.

29.2 **Statutes:** Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.

29.3 **Number and Gender:** Words denoting the singular number include, where the context permits and requires, the plural number and *vice-versa*. Words denoting any gender include the other genders.

29.4 **Party:** In this Agreement, a reference to a Party includes that Party's successors and permitted assigns.

29.5 **Definitions:** In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

- 29.6 **Schedules:** Schedules appended to this Agreement form a part of this Agreement and shall always be taken into consideration for interpreting the complete understanding between the Parties. Any reference to a schedule is a reference to a schedule or plan to this Agreement.
- 29.7 **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.
- 29.8 **Including:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 29.9 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.

**1st Schedule
(Said Property)**

All That piece and parcel of *bastu* land measuring about 14 (fourteen) decimal equivalent to 8 (eight) *cottah* 7 (seven) *chittack* 4 (four) square feet, more or less together with structures comprised in R.S. *Dag* No.335 corresponding to L.R. *Dag* No.460, recorded in L.R. *Khatian* Nos. 7119, 1085, 7307, in *Mouza* Sapamirzanagar, J.L. No. 11, situates, lying at Holding No. C2-54/New G.L. Roy Road, within Ward No.011 of Maheshtala Municipality, Post Office Sarkarpool, PIN-700143, Police Station Maheshtala, Additional District Registration Office Behala, District South 24 Parganas

The Said Property is butted and bounded as follows:

- | | |
|---------------------|---|
| On the North | : By Land of Ashim Biswas |
| On the East | : By 10 feet wide common passage |
| On the South | : By Part of L.R <i>Dag</i> No. 460 and 12 feet wide common passage |
| On the West | : By Land & House of Abhay Kumar Bhattacharjee |

**2nd Schedule
(Specifications)**

Structure	:	Earthquake resistant RCC framed construction with infill brick walls.
Wall	:	Interior : Wall putty / white cement paint.
Outside Walls	:	High quality weather proof cement paint.
Doors	:	Tough timber frames & sloid core flush shutter.
Windows	:	Aluminum sliding window with fully glazed shutter
Floors	:	Bedroom, Living & Dining : Vitrified floor tiles.
Kitchen	:	Ceramic tiles floor with black stone counter & sink. ii) Dado of ceramic tiles upto 2ft above the counter.
Toilet & Sanitary Fittings	:	Ceramic tile floor. Dado of ceramic tiles on the wall up to door height. White sanitary ware of a reputed make. C.P. fitting of a reputed make.
Stair Case	:	Stones/ tiles/ marble.
Lift	:	Passenger lift of reputed make.
Water supply	:	24 hrs. water supply.
Electrical	:	Piano type switches of anchor or equivalent make. Necessary electrical point with switches in all bedroom, living/dining, kitchen, and toilet. Concealed electrical wiring with PVC insulated copper wire of a reputed make.
Security Amenities	:	CCTV & Intercom.

30. Execution and Delivery

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

Bandana Mondal

बंदना मंडल

[BANDANA MONDAL]

[DOLLY MALI]

Read over and explained to landlond,
in her vernacular, the purport of this
agreement, by me
Rohan Shoa.

Ashim Biswas

[ASHIM BISWAS]
[OWNERS]

Pradip Madi

Ashish Biswas

[P.A. ENTERPRISE]
[DEVELOPER]

Drafted by

Titil Dutta

Advocate WB/2072/2009
High Court
Calcutta

Witnesses:

Signature Titil Dutta

Name TITIL DUTTA

Father's Name Kalyan Dutta

Address Delta House,
Kol-1

Signature Rohan Shoa

Name ROHAN SHAW

Father's Name Sri Bhagwan Dnyaneshwar Shoa

Address 13/B Daxi Nagar Main
Road Kol-700044

Receipt and Memo of Consideration

Received from the within named Developer the within mentioned sum of Rs.18,000/- (Rupees eighteen thousand) towards Interest Free Refundable Security Deposit for development of the Said Property described in the 1st Schedule above, in cash.

Bandana Mondal
[BANDANA MONDAL]

दोल शर्मा
[DOLLY MALI]

Ashim Biswas
[ASHIM BISWAS]
[OWNERS]

Witnesses:

Signature Tital Dutta
Name TITIL DUTTA
Father's Name Kalyan Dutta
Address Delta House,
Kot-1

Signature Rohan Shaw
Name ROHAN SHAW
Father's Name Sri Bhinaga Naraya Shaw
Address 43/B Navikel Dange Mar Road
KOL-700074