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ADDL DIST, SUB-REGISTRAR ALIPORE, SOUTH 24 PGS.

Base der Paul. 8/0 Like D.C. Paul. Aliprie Pilice Courf. VG1.27 1. SHRI RAKESH JAISWAL (PAN-ACXPJ2005P) , son of Basdeo Ram Shaw (Jaiswal) 2. SHRIMATI SWETA JAISWAL (PAN-ACQPJ1911R), wife of Shri Rakesh Jaiswal 3. SHRIMATI PUNAM JAISWAL (PAN-ACLPJ9783A), wife of Shri Ramesh Jaiswal, all by Faith- Hinduism, By Occupation- No.1-Business, Nos.2 & 3- Housewives, all residing at 2, Dhiren Dhar Sarani, Police Station- Muchipara, Post Office- Entally, Kolkata-700012, hereinafter called and referred to as the FIRST PARTY/OWNER (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective legal heirs, executors, administrators, legal representatives, nominees and assigns) of the ONE PART.

AND

M/s CONCRETE GREENS INFRASTRUCTURE PRIVATE LIMITED

(PAN-AAFCC6158D), a Private Limited Company formed under The Companies Act of 1956, having it's registered office at 17A, Shamsul Huda Road, Police Station- Karaya, Post Office- Circus Avenue, Kolkata-700 017, represented by one of it's directors, Mr. Mohammed Ali Azhar (PAN-ADEPA0077C), son of Late Mohammed Ali Anwar, by Nationality- Indian, by Faith- Islam, by Occupation- Business, residing at 17, Elliott Road, Police Station-Park Street, Kolkata-700 016, hereinafter called and referred to as the SECOND PARTY/DEVELOPER (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include it's successors-in-office, , executors, administrators, legal representatives, nominees and/or assigns) of the OTHER PART.

WHEREAS one Anath Bandhu Halder, since deceased was seized and possessed of and otherwise well and sufficiently entitled to a plot of Danga land measuring 6 Cottahs more or less excluding the area of private passage and road lying and situate at Mouza- Brahmapur, J.L.No-48, Pargana-Magura, Touzi Collectorate No-60, R.S. No-169, comprised in R.S.Dag No-626 appertaining to R.S. Khatian Nos-193 under Police Station- Formerly Tollygunge, thereafter Regent Park, at present Bansdroni within the limits of

the Kolkata Municipal Corporation (Ward No-111) in the District of 24 Parganas(S) by way of purchase from the then lawful owners, 1. Torfan Mondal, son of Late Rahaman Mondal, the Revisional Settlement recorded owner, 2. Jiyad Ali Mondal, 3. Sakur Ali Mondal, 4. Monajat Ali Mondal, 5. Amiran Bibi, 6. Jaynab Bibi, 7. Saharan Bewa, by way of a Bengali Deed of Conveyance, registered in the Office of The Sub Registrar at Alipore, recorded in Book No-1, Volume No-96, Pages 135 to 142, Being Deed No-4233 for the year 1973.

AND WHEREAS while being in lawful possession of the aforementioned property, the said Anath Bandhu Halder died intestate on 08.08.1977 leaving behind as his legal heirs, his wife Kanika Halder, four sons namely 1. Prabir Ch. Halder 2. Pranab Ch. Halder 3. Pratul Ch. Halder 4. Pradyut Ch. Halder and two daughters namely 1. Sadhana Halder and 2. Aparna Ghosh as his legal heirs and successors to inherit the aforesaid property left behind by him according to the Hindu Succession Act of 1956.

AND WHEREAS the said Kanika Halder died on 29.11.1991

AND WHEREAS the said Prabir Ch. Halder, a bachelor died on 11.11.1996

AND WHEREAS the said Sadhana Halder, a spinster died on 25.03.1988

AND WHEREAS after the demise of the said Kanika Halder, Prabir Ch. Halder and Sadhana Halder, the other co-sharers, namely, Pranab Ch. Halder, Pratul Ch. Halder, Pradyut Ch. Halder and Aparna Ghosh became the joint owners to the plot of Danga land measuring 6 Cottahs more or less excluding the area of private passage and road lying and situate at Mouza-Brahmapur, J.L.No-48, Pargana- Magura, Touzi Collectorate No-60, R.S. No-169, comprised in R.S.Dag No-626 appertaining to R.S. Khatian Nos-193 under Police Station- Formerly Tollygunge, thereafter Regent Park, at present Bansdroni within the limits of the Kolkata Municipal Corporation (Ward No-111) in the District of 24 Parganas(S)

AND WHEREAS the said Pranab Ch. Halder, Pratul Ch. Halder, Pradyut Ch. Halder and Aparna Ghosh sold, transferred, conveyed the aforementioned plot of Danga land measuring 6 Cottahs more or less excluding the area of private passage and road lying and situate at Mouza- Brahmapur, J.L.No-48, Pargana- Magura, Touzi Collectorate No-60, R.S. No-169, comprised in R.S.Dag No-626 appertaining to R.S. Khatian Nos-193 under Police Station-Formerly Tollygunge, thereafter Regent Park, at present Bansdroni within the limits of the Kolkata Municipal Corporation (Ward No-111) in the District of 24 Parganas(S) to 1) Sachchidananda Bijali, son of Late Ramani Mohan Bijali, 2) Amitava Bijali, 3) Arunava Bijali, both sons of Sachchidananda Bijali, all residing at D-5, Rabindra Pally, Post Office- Brahmaput, Police Station-Bansdroni, Kolkata-96, by a registered Deed of Sale, registered in the Office of The Additional District Sub Registrar at Alipore, recorded in Book No-1, Volume No-99, Pages-293 to 310, Being Deed No-2658 in the year 1999

AND WHEREAS by virtue of the above mentioned sale the said 1) Sachchidananda Bijali, son of Late Ramani Mohan Bijali, 2) Amitava Bijali,

3) Arunava Bijali, both sons of Sachchidananda Bijali became the joint owners of ALL THAT the plot of Danga land measuring 6 Cottahs more or less excluding the area of private passage and road lying and situate at Mouza- in R.S.Dag No-626 appertaining to R.S. Khatian Nos-193 under Brahmapur, J.L.No-48, Pargàna- Magura, Touzi Collectorate No-60, R.S. No-169, comprised Police Station- Formerly Tollygunge, thereafter Regent Park, at present Bansdroni within the limits of the Kolkata Municipal Corporation (Ward No-111) in the District of 24 Parganas(S)

AND WHEREAS the said 1) Sachchidananda Bijali, son of Late Ramani Mohan Bijali, 2) Amitava Bijali, 3) Arunava Bijali, both sons of Sachchidananda Bijali subsequently sold, transferred, conveyed the plot of Danga land measuring 6 Cottahs more or less excluding the area of private passage and road lying and situate at Mouza- Brahmapur, J.L.No-48, Pargana- Magura, Touzi Collectorate No-60, R.S. No-169, comprised in R.S.Dag No-626 appertaining to R.S. Khatian Nos-193 under Police Station-Formerly Tollygunge, thereafter Regent Park, at present Bansdroni within

the limits of the Kolkata Municipal Corporation (Ward No-111) in the District of 24 Parganas(S) to the Owners herein by a registered Deed of Conveyance, registered in the Office of The Additional District Sub Registrar, recorded in Book No-1, Volume No-148, Pages-145 to 160, Being Deed No-4007 for the year 2000.

AND WHEREAS the First Party/Owner herein, namely 1) Rakesh Jaiswal, 2) Sweta Jaiswal and 3) Punam Jaiswal, by virtue of the above mentioned Deed of Conveyance (Deed No-4007/2000) thus became the joint and absolute owners of ALL THAT the plot of Danga land measuring 6 Cottahs more or less excluding the area of private passage and road lying and situate at Mouza- Brahmapur, J.L.No-48, Pargana- Magura, Touzi Collectorate No-60, R.S. No-169, comprised in R.S.Dag No-626 appertaining to R.S. Khatian Nos-193 under Police Station- Formerly Tollygunge, thereafter Regent Park, at present Bansdroni within the limits of the Kolkata Municipal Corporation (Ward No-111) in the District of 24 Parganas(S)

AND WHEREAS the said 1) Rakesh Jaiswal, 2) Sweta Jaiswal and 3) Punam Jaiswal, being the First Party herein, subsequently got their names mutated in the records of the Kolkata Municipal Corporation in respect of the said land being the Municipal Premises No-591, Rabindra Pally and the said premises has duly been assessed in the names of the said 1) Rakesh Jaiswal, 2) Sweta Jaiswal and 3) Punam Jaiswal by the Kolkata Municipal Corporation, being Assessee No- 31-111-18-0591-3 and being well and sufficiently entitled to the same have been in exclusive use and occupation of the same and exercising the same with all easement rights thereto by paying usual rents and taxes to the Appropriate Authority Concerned..

AND WHEREAS the First Party thus became the sole and absolute owner of ALL THAT Danga land measuring 6 Cottahs more or less excluding the area of private passage and road lying and situate at Mouza- Brahmapur, J.L.No-48, Pargana- Magura, Touzi Collectorate No-60, R.S. No-169, comprised in R.S.Dag No-626 appertaining to R.S. Khatian Nos-193 under Police Station- Formerly Tollygunge, thereafter Regent Park, at present

Bansdroni within the limits of the Kolkata Municipal Corporation (Ward No-111) in the District of 24 Parganas(S) more fully and particularly described in the **Schedule-"A"** hereunder.

AND WHEREAS the First Party/Owner are desirous of developing the said Schedule-"A" property but due to unavoidable circumstances cannot execute the proposed development works themselves.

AND WHEREAS the Second Party/Developer has undertaken and successfully completed a number of such development projects and has the required expertise, sound resources and financial capabilities to undertake and complete such projects.

AND WHEREAS the First Party/Owner having come to know about the goodwill and reputation of the Second Party/Developer, approached and requested the Second Party/Developer to undertake the development work upon their said premises by way of construction of a multi-storied residential building with diverse units and specifications as per sanctioned plan to be obtained from the Kolkata Municipal Corporation.

AND WHEREAS the Second Party/Developer after being approached by the Owner and fully relying upon the representation made by them as hereinbefore recited has made itself satisfied towards the right, title and interest of the First Party/Owner.

AND WHEREAS the Second Party/Developer after having full discussion with the Owner regarding the terms and conditions upon which the development of the said premises can be undertaken has agreed to develop the said premises by construction of the proposed residential building on the Danga land measuring 6 Cottahs more or less excluding the area of private passage and road lying and situate at Mouza- Brahmapur, J.L.No-48, Pargana-Magura, Touzi Collectorate No-60, R.S. No-169, comprised in R.S.Dag No-626 appertaining to R.S. Khatian Nos-193 under Police Station- Formerly Tollygunge, thereafter Regent Park, at present Bansdroni within the limits of

the Kolkata Municipal Corporation (Ward No-111) in the District of 24 Parganas(S) being particularly described in the Schedule – "A" hereafter written and for brevity hereinafter referred to as the **Schedule Premises**.

AND WHEREAS the First Party/Owner has approached the Second Party/Developer for development of their Schedule Premises by constructing a New Building (as per K.M.C. Sanctioned Plan) thereon, consisting of flats, apartments and other covered spaces in accordance with the building plan sanctioned by the Competent Authority of the Kolkata Municipal Corporation in terms of the K.M.C. Act, 1990 and rules and regulations framed there under as amended upto date.

AND WHEREAS upon consideration of the above referred proposal of the First Party/Owner, the Second Party/ Developer has agreed to develop the Schedule Premises subject to the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows: -

ARTICLE - 1 DEFINITION

In this agreement unless the following terms or expression appears contrary or repugnant to the context: -

OWNER shall mean and include the said 1. RAKESH JAISWAL, son
of Basdeo Ram Shaw (Jaiswal) 2. SWETA JAISWAL, wife of Rakesh
Jaiswal 3. PUNAM JAISWAL, wife of Ramesh Jaiswal all residing at 2,
Dhiren Dhar Sarani, Police Station- Muchipara, Post Office-......
Kolkata-700012 their respective legal heirs, executors, administrators,
legal representatives and/or assigns.

- DEVELOPER shall mean and include CONCRETE GREENS
 INFRASTRUCTURE PRIVATE LIMITED, a Private Limited Company
 formed under The Companies Act of 1956, having it's registered office
 at 17A, Shamsul Huda Road, Police Station- Karaya, Post OfficeCircus Avenue, Kolkata-700017, represented by one of it's directors,
 Mr. Mohammed Ali Azhar.
- 3. SCHEDULE PREMISES shall mean all that Danga land measuring 6 Cottahs more or less excluding the area of private passage and road lying and situate at Mouza- Brahmapur, J.L.No-48, Pargana- Magura, Touzi Collectorate No-60, R.S. No-169, comprised in R.S.Dag No-626 appertaining to R.S. Khatian Nos-193 under Police Station- Formerly Tollygunge, thereafter Regent Park, at present Bansdroni within the limits of the Kolkata Municipal Corporation (Ward No-111) in the District of 24 Parganas(S), now known and numbered as Premises No-591, Rabindra Pally, Kolkata-96.
- ARCHITECT: shall mean the person or persons or firm or company whom the Developer may appoint from time to time as the Architect of the said building.
- SANCTIONED PLAN: shall mean the sanctioned plan to be obtained by the Developer/ Second Party from the Kolkata Municipal Corporation and/or any other competent authority at it's own costs and funds.
- NEW BUILDING shall mean and include proposed multi storied residential building to be constructed by the Second Party/Developer after obtaining sanctioned plan from the Kolkata Municipal Corporation Authorities.
- 7. UNITS :shall mean the flats, offices, shops, godowns, car parking area and /or other spaces in the building intended to be built and constructed as per the sanctioned plan and / or constructed area capable of being exclusively occupied and/or enjoyed.

- 8. COVERED AREA shall mean the plinth area of the building measuring at the level which will be computed by inclusion of the thickness of the internal and external walls and that if any wall be common between separate two portions/ flats/ rooms/ office then only half of the thickness of such walls to be included for computing the area of each separate portion/ flats/ rooms/ office etc.
- 9. COMMON AREA shall mean the area of the lobbies, staircase, landings and other portions of the building intended and required for ingress and egress from any portions/ flats/ rooms/ office or for providing free usage to such portions/ flats/ rooms/ office for the use of the Owners hereto and other co-owners of flats/ offices of the proposed building and common water pump room on the ground floor and upon the terrace of the top floor etc as per sanctioned building plan or plans.
- 10. COMMON PORTIONS shall mean and include the space for common installations in the building for common use and utility i.e. plumbing, electrical, drainage and other installations, fittings, fixtures and machinery which are not exclusive for any portion, flat or office.
- 11.COMMON FACILITIES shall mean and include ultimate roof of the newly constructed building, corridors, stairways, passage ways, common lavatories, pump room, underground water reservoir, overhead water tank, water pump and motor and other facilities which may be mutually agreed upon between the parties required for the establishment, location, enjoyment, provisions, maintenance and/or management of the new building.
- 12.TRANSFEREE/BUYERS shall mean and include person or persons or firms or companies to whom the flats, shops or other spaces in the new building may hereafter be agreed to be transferred along with undivided impartible share of land.

- 13.OWNER'S ALLOCATION shall mean and include 47.5% of the total area on the ground floor and 47.5% of the total built-up area on the upper floors in the proposed newly constructed building including undivided share of Stair, open Space, roof, sewerage, water supply, underground & overhead water reservoir.
- 14. DEVELOPER'S ALLOCATION shall mean and include 52.5% of the entire area on the ground floor, 52.5% of the total built-up area on the upper floors in the newly constructed building after providing the owner's allocation as would be sanctioned by the Kolkata Municipal Corporation in the newly constructed building including all common amenities and facilities proportionately after allotting the Owner's Allocation.\
- 15.PROJECT shall mean the development of land by construction of the proposed building as per sanctioned plan of Kolkata Municipal Corporation for selling of the flats, offices, portions of the building both for residential and commercial purpose only.
- SINGULAR shall include PLURAL and vice-versa.
- 17. FORCE MAJEURE shall mean and include any Act of God including but not limited to natural Calamity like earthquake ,fire etc, civil riot, act of terrorism, labor, unrest and or any other act or acts, rules, regulations, laws and bye-laws which is not under the control of the Second Party/Developer.

ARTICLE - II

OWNER'S REPRESENTATION

The owner is seized and possessed of or otherwise well and sufficiently
entitled to <u>ALL THAT PIECE AND PARCEL OF LAND</u> in the said
Schedule premises, as more fully described in the Schedule – 'A'
hereunder written, free from all encumbrances charges, liens, lis
pendens, claims, demand, liabilities, acquisitions, requisitions, alignments

and trusts whatsoever. The Owner / First Party has represented to and assured the Developer/ Second Party that the said land /premises is free from all encumbrances, attachments, liens, trusts, charges, acquisitions and requisitions or any such charges or claims or titles which is adverse to the absolute free and equitable title of the First Party/Owner and having a clear and marketable title and that there is no impediment of any nature whatsoever for the owner to enter into this Agreement and to entrust the work of Development of the said property unto and in favor of the Developer as per the terms of this Agreement.

If however the said premises or any portion be forced to be acquisitioned or requisitioned by the appropriate authority concerned and the owner fails to get the de-acquisition and de-requisition of the same then the proportionate compensation money of the said land or for such acquisition and requisition and the building constructed thereon shall belong to the Developer. However, during the time of construction work and thereafter flat owner and/or shop/unit owner including Owner / First Party shall also be entitled to get such compensation, if any.

Simultaneously with the execution of this Indenture, the Owner / First Party shall deliver to the Developer's solicitor all copies of documents of title to the property in question duly certified.

- The name of the Owner has been duly mutated in the records of the Kolkata Municipal Corporation and that there is no impediment of any nature on the part of the First Party in entering into this agreement.
- 3. The names of the Owners/ First Party has not been mutated in the records of the Block Land & Land Reforms records and that the same shall be duly completed by the Developer/ Second Party as Constituted Attorney of the First Party, provided that the Owners provide all necessary documents lawfully required to execute such mutation and bear all expenses thereof like deposit of outstanding 'khajna' till date and/or any other charges as may be levied by the Competent Authorities for the same.

ARTICLE – III DEVELOPER'S REPRESENTATION

- The Developer has sufficient knowledge and experience in the matter
 of development of immovable properties and construction of new
 buildings and has also arrangement of sufficient funds for carrying out
 the work of development of the said property and the construction of
 the new building.
- 2. The Developer, after proper enquiry on representations made by the First Party from the appropriate authorities has satisfied himself about the right, title and interest of the First Party/Owner in the said property and that the said property is free from all encumbrances whatsoever. The Developer has agreed to undertake the work of the said premises and construction of the new building on the terms and condition hereinafter recorded
- 3. The Developer herein shall carry out the work of development of the said property and/or construction of the said proposed new building in accordance with the building plan sanctioned by the K.M.C. in accordance with the provisions of the K.M.C. Act, 1990 and/or the Rules, Regulations and Bye-Laws framed there under as amended up to date and as per the terms contained in the Agreement at its own costs and expenses and without creating any financial and other liabilities on the Owner.

ARTICLE – IV OWNER'S COVENANTS

 The Owner hereby appoints the Developer as the Builder for construction of the new building as per the scheme of development expressly contained elsewhere in this agreement. The Developer hereby accepts and confirms its appointment.

- 2. The Owner shall deliver peaceful physical possession of the Schedule Premises to the Developer within 60 days from the date of obtaining the sanctioned plan provided the Owner shall allow access to the Developer, its men and agents to the Schedule premises prior to the date of the commencement of the construction work for taking measurement, for soil test and for performing other statutory obligation.
- The Owner entrusts the work of development of the said property to the Developer herein for the consideration and on the terms and conditions contained in this Agreement.
- 4. The Owner herein shall sign, execute and deliver all applications, letters and other papers and documents from time to time as may be necessary and required for obtaining telephone, electricity, water, drainage, sewerage and other essential service in or upon the said new building or portion thereof either in the name of the Developer, the transferee or buyers or other persons or parties concerning the Developer's Allocation.
- 5. The Owner shall not in any manner object or obstruct in the carrying out of the Development of the said property and/or the construction of the building by the Developer. The Owner herein shall not do or permit any one to do any act, deed, matter or things which may in any manner cause hindrance or obstruction in the matter of development of the said property and/or construction of the proposed new building by the Developer on the Schedule Premises.
- 6. The Owner shall not during the currency of this Agreement and/or pending completion of the project and/or execution and registration of the Deed of Conveyances in respect of the entire Developer's Allocation in any manner encumber mortgage, charge let-out or otherwise deal with, dispose of or enter into Agreement in respect of the said Schedule Premises or any portion thereof.

- 7. The Developer herein or his appointed nominee shall be entitled to represent the Owner before the Block Land & Land Reforms Office, Kolkata Municipal Corporation Authorities, Kolkata Police, the K.M.D.A. Authorities and all other Government authorities and/or departments, C.E.S.C., W.B.S.E.B. as may from time to time be necessary or required for the purpose of carrying out the development work and/or construction of the proposed new building.
- The Developer herein shall be entitled to apply for and obtain all necessary sanctions, permission and/or clearance certificate from the appropriate Government authorities and/or departments as may from time to time be necessary or required.
- 9. The Developer herein shall be entitled to at his discretion retain, appoint and employ such masons, Architects, Engineers, Labour Contractors, Manager, Supervisors, Durwans and other employees for the purpose of carrying out the work of development of construction of the new building as the Developer shall at its discretion think fit and proper.
- 10. The Developer shall be entitled to seek necessary modification and/or modified new plan sanctioned from the Kolkata Municipal Corporation authorities or other appropriate Government authorities and/or Departments for the completion of the Development work and/or construction of the new building and in that case if any signature of the Owner is required then Owner shall give the same.
- 11. The Developer herein besides the Owner's Allocation shall be entitled to erect and/or build several commercial units/ residential flats, covered spaces in the new building pertaining to its allocation for and on account of and on behalf of the intending buyers and/or transferees and/or in its own account at his sole discretion in accordance with the building plans sanctioned by the Kolkata Municipal Corporation.

- 12. The Owner shall not pay any amount in cash or in kind towards the cost of construction of the building save what is contained elsewhere in this agreement.
- 13. The Owner hereby confers absolute right to the Developer to receive or recover its investment comprising of costs of construction, incidental expenses and it's desired profit for undertaking such development work from the prospective buyers of the flats/ apartments, car space, enjoyable covered area under the Developer's Allocation.
- 14. The intending buyers and/or transferees of the Developer's Allocation in respect of the residential flats, shop and other covered spaces at the new building shall be entitled to proportionate impartible share and/or interest in the said land.
- 15. The Developer herein shall be at liberty at his discretion to negotiate with the intending buyers/transferees and to enter into agreement for sale and/or transfer his allocation in respect of the residential flats/commercial units and other covered spaces at the proposed new building and to receive and/or realize the earnest moneys, part payments and other consideration money appropriate for the same without objection by or on behalf of the owners at his own risk and liability.
- 16. The Owner herein shall be entitled to retain the Owner's Allocation in the said new building in the manner as morefully and particularly described in the Schedule-'B' hereinafter written.
- 17. The Owner herein shall transfer and/or convey the undivided proportionate share and/or interest in the said land to the nominated buyers or buyer of the Developer with Flat/Flats/shop/Covered spaces etc. in respect of the share of the Developer's Allocation.
- 18. The Owner herein shall complete the transfer and/or sale of undivided and indivisible proportionate share and/or interest in the said land along with the flat/flats in respect of the allotment of Developer in favor

of the Developer and/or his nominated buyers and/or nominated transferees of flats and other covered spaces at the new Building at the cost of the Developer and/or said nominee by executing and registering appropriate Deed of transfer or other Deeds or other Documents as may be required by the Developer from time to time subject to the stipulations appearing elsewhere in this Agreement.

- 19. The Owner herein firmly and expressly allows the Developer to recover its costs of construction and all incidental expenses thereto from the intending buyer/transferees out of the Developer's Allocation but not from the Owner's Allocation in any case and the Developer undertakes to always ensure that the right, title and interest of the First Party in respect of Owner's Allocation is not affected in any way whatsoever.
- 20. The construction work will be supervised and done directly under the direction of the Architects, Engineer appointed or engaged by the Developer.
- 21. The Owner shall execute and register a Deed of Development Power of Attorney in favor of one of the Director's of the Developing Firm, Concrete Greens Infrastructure Pvt. Ltd, namely Mohammed Ali Azhar at the cost of the Developer for the purpose of obtaining sanction plan, other relevant clearances / permissions from any and/or all competent authorities concerned and also for constructing the building, specifying the right of the Developer to enter into Agreement for Sale of flats / units / shops / enjoyable covered area and to sell the same to the intending buyers and execute and register Sale Deed or Deeds exclusively by the Developer in respect of the Developer's Allocation and also to receive earnest money / booking amount /cost of construction / development charges / whole or part of consideration money from all intending purchaser or purchasers of the said sale exclusively by the Developer.

ARTICLE-V DEVELOPER'S COVENANTS

- 1. In consideration of the premises and in consideration of the Owners permitting and/or allowing the Developer herein to develop the said premises in the manner and upon the terms and conditions recorded elsewhere in this agreement the Developer herein shall at its own risk and responsibility and also at his own costs, expenses, risk and responsibility erect and/or construct a new building thereon in accordance with plan sanctioned by the Kolkata Municipal Corporation.
- The Developer specifically and firmly undertakes that the water connection and all other amenities and Developer's allocation shall be provided by the Developer, including electricity connection in the premises.
- 3. The Developer shall keep the Owners indemnified against all actions, suits, proceedings, claims or demands costs, charges and expenses arising out of the Development and/or demolition and/or construction of new building over the said schedule premises or otherwise in any manner whatsoever relating to or concerning the said Schedule premises, new building and/or arising out of this Agreement.
- 4. The Owner herein shall not in any manner be liable and/or responsible for the costs charges and expenses for the development of the said property and/or the construction of the proposed new building and in this respect the Developer hereby agrees to keep the Owner absolutely indemnified and harmless.
- 5. The construction of the said proposed new building shall be made according to the sanctioned plan to be obtained at the cost of the Developer and by the Developer in accordance with the plan sanctioned by the authorities concerned as aforesaid in accordance with the Kolkata

Municipal Corporation Act, 1990 and/or Rules Regulation and Bye-Laws framed there under as amended up-to-date.

- 6. The Developer herein shall keep the Owner absolutely indemnified and harmless against all actions claims and demands which may arise out of any deviation and/or violation of the Municipal Laws and/or any statutory central local acts and rules and regulations framed there under.
- 7. The Developer herein shall be solely responsible or liable for the payment of salaries, wages, charges remunerations of all laborers, masons, supervisor architect, contractors, engineers, chowkidars, durwans, and other employees and staff as may be appointed and/or employed by the Developer for the purpose of development and construction of the new building over the said Schedule Premises and in this regard the Owner shall not be liable or responsible in any manner whatsoever.
- 8. The Developer shall remove scrap building materials and rubbish of all kinds and sort lying at any place in the new building at least 15 days before expiry of the stipulated period for completing the construction work as contained elsewhere in this Agreement.
- 9. After the actual or physical allotment of the Owner's allocation including all common facilities and amenities at the said Schedule premises in the new building the Owners herein shall be entitled to hold, occupy, possess and enjoy the same as an absolute Owner thereof and shall be free to deal with and/or dispose his said allocation in any, manner whatsoever and appropriate the entire amount of consideration arising there from without any objection by or on behalf of the Developer or any other person or persons acting on his behalf.
- 10. The Developer shall be strictly bound to handover the share of the Owner's allocation complete in its entirety and to the full satisfaction of the Owners.

- 11. The Developer shall be entitled to appoint Architect, Engineer Surveyor for construction of the said building and the Architect, Engineer of the Developer shall supervise and control the said construction work at the cost of the Developer.
- 12. The Developer and/or his agents shall be entitled to have free access to the said premises throughout the day after signing this agreement.
- 13. The Developer shall be entitled to execute from time to time any document or documents in respect of the sale of constructed area along with undivided proportionate variable impartible share in the land comprised in the said premises being the Developer's Allocation as the Developer may think fit and proper and present the said documents for registration in the office of the Registrar or Additional Registrar or Sub-Registrar or District Sub-Registrar having jurisdiction over the said premises and also admit execution of any deed of conveyance or other instrument or writings signed and executed by the owner in the office of the above referred authority/authorities and generally to do all things necessary as is expedient for registration of the said deed, instrument and writings as fully and effectually as the Owner themselves would do provided before executing and registering the said final deed of Conveyance in favor of the prospective purchaser or purchasers, the Developer is bound to first deliver peaceful physical possession of the Owner's allocation in the manner described elsewhere in this Agreement.
- 14. The Developer shall be liable to refund the amount of advances if any to the intending buyers if it fails to construct and/or deliver the floor area and/or room or rooms, flat or flats and other spaces booked by such buyers at the building / premises and shall be solely and exclusively liable and responsible for all obligations applications and liabilities financial civil and/or criminal arising there from.
- 15. The Developer shall in terms of the Development Power of Attorney conferred upon him by the Owner sign, execute and register Conveyance

of final Deed of sale in favor of the Buyers, Purchasers in respect of the flat/ shop / apartments under the Developer 's Allocation.

- 16. The Developer shall have sole, exclusive and absolute right to recover his cost of construction in the manner and mode as he deems fit and proper in respect of Developer's Allocation which is more fully set out in the Schedule-'C' hereinafter written.
- 17. The Developer shall have absolute right to fix and settle the price of the flats/shop/apartments with the prospective buyers in respect of his allotment and invite offers and make publicity by way of advertisement or otherwise for selling of the said flats/shop/apartments falling in its allocation subject to the stipulations appearing elsewhere in this Agreement.
- 18. The Developer shall have absolute and exclusive right to put in the prospective buyers of the flats/apartments in possession of it's respective flats/apartments falling in Developer's Allocation and the Owner shall not be entitled to raise any objection in this behalf provided that the Developer does so only after handing over Owner's Allocation complete in all respects and to the full satisfaction of the First Party/Owner.

ARTICLE VI RIGHTS AND LIABILITIES OF THE DEVELOPER:-

1. The Developer shall have all the rights to sell, transfer, convey his/it's allocation to his/it's nominated persons, purchasers, buyers and to receive the entire consideration money of such sale, transfer and to execute and register and sign the Sale Deed/ Deeds in favor of the Purchaser or Purchasers by his/it's own pen by virtue of a IDevelopment Power Of Attorney to be executed and registered under Section 17(1) of the Registration Act by the owner at the Developer's cost and expenses in favor of the Developer empowering the Developer to do or to allocate

to his/it's nominated person or persons and /or purchaser and to receive entire consideration money thereof.

- 2. The Developer would be at liberty to sell, lease, transfer, assign, convey, shops, flats, spaces, structure, units of the proposed building to any intending purchaser/ purchasers and execute and register Sale Deed/Deeds in respect of such sale in favor of the purchaser/ purchasers and shall receive entire consideration money against valid receipt by virtue of the Development Power of Attorney to be executed and registered by the owner at the Developer's own costs and expenses in favor of the Developer and none else.
- 3. The Developer hereby covenants and agrees with the Owner that the construction works and any technical and/or engineering defects and/or deviation and/or additions/ alteration of the proposed multi-storied building will be the sole and absolute risk and responsibility of the Developer. The Owner shall however not interfere with the same and shall have no concern with the same and the decision of the Developer shall be final, conclusive and binding with regards thereto. However any deviations and/or addition / alterations so done or caused to be done in any portion of the proposed multi-storied building after the completion of the building in all respects and after obtaining 'Completion Certificate' from the Kolkata Municipal Corporation shall not be the responsibility of the Developer and the Owner/ First Party along with the co-owners of the respective units in the said building shall be liable and responsible for the same.
- 4. The Developer shall be solely authorized to execute and to register the Sale Deed or Deeds concerning to the intending purchaser/s in respect of the units, flats, shops and other space including garage, by virtue of a Development Power of Attorney to be registered under Section 17(1) of the Registration Act by the Owner in favor of the Developer and at the costs of the Developer alone.

- The Owners do hereby nominate, constitute and appoint the Developer above mentioned to execute and perform all or any of the following acts, deeds, matters and things that is to say:
 - a) To prepare necessary plan or plans for the said proposed multistoried building, to sign the said plans and get it sanctioned and/or subsequently revised under various relevant sections of the prevailing laws from the competent authorities and to sign all or any documents whatsoever necessary for and or behalf of the owner.
 - b) To negotiate, discuss and obtain necessary permissions and sanctions from the Kolkata Municipal Corporation, Airport Authority of India, Public Works Department, West Bengal State Electricity Board/ CESC Ltd, S.D.D.M, K.M.D.A, Block Land & Land Reforms Office and all other duly constituted statutory and local bodies/ authorities for developing the said land/premises by effecting construction thereon, to sign all applications, affidavits, papers and documents there for.
 - c) To sell, assign and transfer and/or grant lease of the flats, shops, units, enjoyable covered area of the total built—up area under the Developer's Allocation in the proposed multi-storied building to the intending purchaser/s and to execute and register Sale Deed/s, Lease Deed/s and other documents thereof in the name/s of the purchaser/s or their nominee/s and to receive, collect and realize the entire consideration money and other payments exclusively from the intending purchaser/s in terms of Agreement/s for Sale and /or Agreement for Construction/Development to be entered by and between the intending purchasers and Developer for any or all of the entire built-up area and open to sky space allotted as Developer's share more fully described in the Schedule "C" hereunder.
 - d) The Developer shall have the right to offer, invite, make publicity by way of advertising or otherwise and to promote selling of the flats,

shops, offices, units, enjoyable covered area in respect of the Developer's Allocation.

- e) The Developer shall have exclusive rights to sell, transfer, lease, letout assign and convey undivided proportionate share or interest in
 respect of Developer's Allocation to the intending purchasers and
 execute and register Conveyance, Conveyances, Lease Deed/s in the
 name of the respective Transferees for and on behalf of the Owner by
 virtue of Development Power Of Attorney to be registered in this
 respect and for all other things, matters, deeds in favor of the
 Developer by the Owner and the Developer shall receive and take the
 entire consideration money exclusively only in respect of "Developer's
 Allocation" after providing for "Owners' Allocation" as mentioned
 elsewhere in this agreement and the Owner / First Party shall have no
 claim whatsoever on such receipt by the Developer in respect of
 Developer's Allocation.
- f) The Developer shall have exclusive right to receive all consideration money, rents, sales, profits, and emoluments and grant receipts or valid discharge thereof the said sale and/or lease by virtue of the said Development Power Of Attorney.
- g) The Owner shall co-operate with all the terms and conditions from the date of executing of these presents till the final construction of the proposed multi-storied building is complete in all respects and till the completion of the transfer of flats, shops, offices, units under the Developer's Allocation in respect of the said multi-storied building. In case of failure the Owner shall be liable for damages for such noncompliance and non co-operation with the Developer.
- h) That the Developer is empowered to execute, sign and register all the Agreements for Sale and all the Sale Deed/s or Lease Deed/s in favor of the intending purchasers, transferees, by virtue of the Development Power Of Attorney to be executed by the Owner / First

Party in favor of the Developer in respect of the allocated area, space, units flats and the Owner shall be liable to sign all necessary papers, plan applications for sanction, revalidation of plan and regularization of deviations, if any in the constructed building and all other document/s or papers which will be lawfully required since the date of execution of this agreement till the date of completion of the construction work of the proposed multi-storied building and also till the completion of the execution and registration of all Sale Deeds by the Developer. The Owner shall never raise any claim or objection to the said Sale and/or transfer and to deliver the possession of the respective flats, offices, shops, units, enjoyable covered area to the purchasers and / or transferees in respect of the Developer's Allocation in the said multi-storied building.

i) The purchaser/s, transferees in respect of the Developer's Allocations shall be entitled to use and enjoy all common facilities and easements along with the Owner including proportionate undivided share or interest of land.

ARTICLE - VII

1. The Owner hereby agrees and undertakes to pay all rates and taxes and other dues and outgoings payable to Kolkata Municipal Corporation and/ or Block Land & Land Reforms Department and/ or to any Government or Semi-Government Authority or to any Statutory body or any local authority in respect of the said premises upto the date of execution of these presents and the Developer undertakes to pay all rates and taxes and other dues and outgoings payable to Kolkata Municipal Corporation or to any Government or Semi-Government Authority or to any Statutory body or any local authority in respect of the said premises from the date of execution of these presents till the completion of the project and subsequent handover of the Owner's Allocation.

- The Developer and/or Buyer and/or the Transferee of the Flats/shops/car parking spaces in the new building shall bear and pay the proportionate amount of the Municipal taxes pertaining to their respective floor area after taking possession or registration of the final Deed of Conveyance whichever is earlier.
- 3. The Owner/ First Party firmly undertakes to pay applicable Goods & Service Tax to the Competent Authorities on all consideration money received by the First Party towards sale/ disposal of "Owner's Allocation" and that neither the Second Party/ Developer nor the Constituted Attorney, namely Mohammed Ali Azhar shall in any way be liable and/or responsible to pay applicable Goods & Service Tax on sale consideration money in respect of "Owner's Allocation".

ARTICLE - VIII

OBLIGATIONS OF COMMENCEMENT AND DURATION

- This Agreement shall be deemed to have commenced with effect from the date of execution of this Agreement.
- 2. The Developer shall commence the work of construction of the above referred schedule premises within 90 days reckoned from the date of obtaining sanctioned plan from the Kolkata Municipal Corporation and/or getting the vacant peaceful physical possession of the schedule premises, whichever is later. The Developer further undertakes to obtain the sanction plan from the K.M.C. within one year and 6 months from the date of signing of these presents subject to the Owner providing all necessary documents lawfully required for such sanction including any clearance required from any Government, Semi-Government, Local Body and/or any other Statutory Body under the provisions of the prevailing laws of the land..

- 3. That the construction of New building (as per K.M.C. Sanction Plan) shall be completed within 18 months (with a grace period of 3 months) positively after sanctioning of K.M.C. Plan and/ or getting vacant physical possession of the Schedule Premises, whichever is later. If the construction of the new building is not completed within the stipulated period of 18 months (with a grace period of 3 months) from the date of sanction of K.M.C.Plan, then in that case the Owner shall have every right and authority to negotiate/deal with any other person/ authority/ firm/ company etc. for developing the said property under the provisions of law and the existing Developer herein shall not raise or make any objection to the same and also in such event this Development. Agreement shall be treated as cancelled.
- 4. The time stipulated elsewhere in this Agreement for the completion of the work shall stand extended in the event of supervening obstruction caused by earthquake flood riot and fire or other clauses under 'force majeure' only but not for labour problems and/or for shortage of fund.
- Time is the essence of this agreement.

ARTICLE – IX FORCE MAJEURE CLAUSE

That for any act of God like flood, earthquake, rights, civil war, act of terrorism, or any political or civil disputes, the construction cannot be completed within the stipulated period of 18 (eighteen) months with a grace period of extension of another 3 (three) months then this agreement will be extended as mutually agreed upon between the parties.

ARTICLE – X TERMINATION/CANCELLATION

'That if at any point of time it is found that the Schedule premises or any portion 'thereof is affected by any scheme of alignment of the Kolkata Metropolitan Development Authority or is notified to be acquired /requisitioned by the Government or any other public body or authority then the Developer shall have the option of rescinding this Agreement.

ARTICLE - XI MISCELLANEOUS

- Nothing contained in these present shall be construed as a demise or assignment or conveyance otherwise by the Owner in favor of the Developer.
- The Owner and the Developer have entered into this Agreement purely on principal to principal basis and nothing herein contained shall in any manner be deemed to be construed as a Partnership or Joint Venture between the parties nor shall the parties hereto constitute an Association of Persons.
- 3. That in case of breach of any of the covenants by the parties herein, each party shall have the right to seek for specific performance, in the terms & condition of this Agreement save & except what is expressly noted in this Agreement & in that event this Agreement cannot be cancelled by any of the parties hereto.
- 4. The Developer in consultation with the owner and all other flats Owners/ occupiers shall be responsible to frame scheme for proper management and maintenance and administration of the building as also common essential service and areas and further to make rules and regulations for the same.
- The construction work shall be carried out strictly in accordance with the specification as described in the Schedule-'D' hereinafter written.

- 6. That the roof of the building will be treated as common.
- 7. That in case any dispute arising out from the said development work and construction of the said multistoried building, the matter shall at first be amicably settled between the parties hereto failing which the matter shall be referred to a single arbitrator appointed jointly by both parties and the dispute shall be resolved as per the Arbitration and Conciliation Act 1996 amended upto date.
- That before handing over possession to any intending purchaser or purchasers of the Developer from Developer's Allocation, the owner shall be given in possession of his Owner's Allocation complete in all respects at first and to his full satisfaction.
- 9. That the Developer during the tenure of the agreement shall not create any encumbrance in respect of the premises and if it is so done the owner shall have the right to cancel the agreement and the risk and responsibilities and liabilities shall remain with the Developer. The owner will not interfere regarding the bookings of the built-up area of the Developer's portion.

ARTICLE - XII JURISDICTION

The Court within the jurisdiction alone shall have the jurisdiction to entertain try and determine all actions suits and proceedings arising out of these presents between parties hereto save what is expressly accepted elsewhere in this Agreement.

SCHEDULE 'A' REFERRED TO ABOVE

ALL THAT piece and parcel of Danga land measuring 6 Cottahs more or less excluding the area of private passage and road lying and situate at Mouza- Brahmapur, J.L.No-48, Pargana- Magura, Touzi Collectorate No-60, R.S. No-169, comprised in R.S.Dag No-626 appertaining to R.S. Khatian Nos-193 under Police Station- Formerly Tollygunge, thereafter Regent Park, at present Bansdroni within the limits of the Kolkata Municipal Corporation (Ward No-111) in the District of 24 Parganas(S), now known and numbered as Premises No-591, Rabindra Pally, Kolkata-700 096, which is butted and bounded as follows:

ON THE NORTH

: By Part of R.S. Dag No-625/1238

ON THE SOUTH

: By 10'-0" wide private passage

ON THE EAST

:By Part of R.S. Dag No-631, 635

ON THE WEST

:By 15'-0" wide K.M.C'. Black top road

SCHEDULE 'B' REFERRED TO ABOVE

OWNER'S ALLOCATION

ALL THAT the 47.5% area in the entire ground floor and 47.5% of the total built-up area on the upper floors in the proposed newly constructed G+III residential building including undivided share of Stair, open Space, roof, sewerage, water supply, underground & overhead water reservoir as would be sanctioned by the Kolkata Municipal Corporation in respect of Premises No: 591, Rabindra Pally, Police Station- Bansdroni, Post Office- Brahmapur, Kolkata-700096.

SCHEDULE 'C' REFERRED TO ABOVE DEVELOPERS'S ALLOCATION

ALL THAT the 52.5% area in the entire ground floor. 52.5% of the total builtup area on the upper floors in the newly constructed G+III residential building
after providing the Owner's Allocation as would be sanctioned by the Kolkata
Municipal Corporation in the newly constructed building including all common
amenities and facilities proportionately after allotting the Owner's Allocation
in respect of Premises No-591, Rabindra Pally, Ward No-111, Police
Station-Bansdroni, Kolkata-700 096.

The Developer in consideration of his exclusive investment shall have the absolute right to keep, retain and/or sell the above referred floor area with or without flats/room constructed thereon falling in its share according to its choice, discretion or convenience.

SCHEDULE 'D' REFERRED TO ABOVE SHOWING SPECIFICATIONS:

STRUCTURE:

R.C.C. Super-Structure as per approved plan of the K.M.C. using approved materials and standard workmanship.

BRICK-WORK:

External walls shall be 8"/5" thick. Internal walls shall be 3"/5" thick with both sides plaster.

FLOORING:

All rooms, dining area, balconies shall be completed with 2'0"X2'0" Vitrified Floor tiles flooring.

Bathrooms/toilets, kitchens shall have 1'0"X1'0" anti-skid tiles flooring.

DOORS:

All door frames shall be of 4"X21/2" section salwood. .All doors shall be Hotpress flush type doors with enamel paint finish on both sides .

All Bathroom and toilet doors shall be P.V.C.

Main door shall be fitted with 01 No 8" Tower Bolt, O2 Nos. door handles, 01No.Night latch,01No.Door viewer, 01No.buffer,01No.door stopper. Bedroom doors will be fitted with 02 Nos of 4"handles, 02 Nos 8"Tower bolts,01 No Door stopper and 01 No buffer All bathrooms and kitchen doors shall be fitted with 02Nos of 4"/6" Tower Bolt,02 Nos. 4" handles, 01No. door stopper, 01No.buffer.

WINDOWS & GRILLS:

All windows shall be aluminum windows (sliding type) with grills (10mm/12mm) M.S. Square bars) and 4mm/3.5mm 'pin-head' glass-panes.

ELECTRIFICATION:

Electrification shall be mainly conceal type using copper wire of various dimensions as per architect's recommendation. The wires used shall be of Anchor/ Havells or equivalent brand and FR (Fire-retardant) grade. Switches and Sockets shall be Anchor/Preety/ Runner make (Piano type). The building shall have separate earthings for flats.

Break-up of electrical points :-

Living/Dining area shall have 04Nos. light points, 02Nos. Fan points 03nos.Plug points.

Bedrooms shall have 03nos. Light points, 01no. Fan point, 01no. Plug point. Master bedroom shall have an extra A.C. point. Kitchen shall have 01no. Light point, 01no. Fan/ exhaust fan point, 01no. Power point.

Bathroom/toilets shall have 02no. Light points,01no. Exhaust fan point, 01no. Power points. Besides the above points adequate electrical points shall be provided for running general appliances like refrigerator, washing machine etc.

PLUMBING & SANITARY:

All plumbing lines shall be concealed using P.V.C.& G.I. pipes with G.I. fittings.

Sanitary fittings shall be of Hindware/Parryware/ Somex/ Sonata make.

All bathrooms shall be fitted with 2-hole wall mixture with overhead shower,01no.basin with pillar cock, 01no. EWC with cistern and bib-cock.(All of 'Essco make)

TILES & GRANITE:

All bathrooms shall be fitted with glaze tiles upto door height. Kitchen Platform shall consist of black/red/green granite fitted on black-stone. Walls upto 3'6" height over the kitchen platform shall be fitted with glaze tiles.

STAIRCASE & LANDINGS:

Staircase and landings shall be finished with grey citu mosaic. Staircase shall be fitted with superior design railing with PVC hand rail.

WATER SUPPLY:

Submersible pump of 'Kirloskar' or equivalent make shall be provided to Pump water from the underground water reservoir to the overhead tank.

PARIS & PAINTS:

All internal surfaces of wall shall be finished with appropriate coatings of plaster of paris (Smooth finish). External walls shall be painted with cement based paints (ICI/ BERGER /ASIAN).

WATER PROOFING:

The roof of the building shall be treated with cement/sand/ stone mortar with recommended compounds and chemicals for water-proofing.

LIFT

One 4/5 Passenger lift of reputed make shall be provided.

IN WITNESS WHEREOF the parties hereto subscribed their hands and signatures below on the day, month and year mentioned first.

SIGNED, SEALED AND DELIVERED BY THE ABOVE NAMED OWNER IN PRESENCE OF:

1. Shahii Almad. 810 lt. A. Almad. 48/4/2, Posiget street. Kot. 700017. P.S. Karaya.

2. Bosse der Paul. Alipore Police Comp. Wal. 27 Rakenh Jainund Runam Jainual. Sweta Jainwal.

SIGNATURE OF THE OWNER

SIGNED, SEALED AND DELIVERED

BY THE ABOVE NAMED DEVELOPER/
BUILDER IN PRESENCE OF:

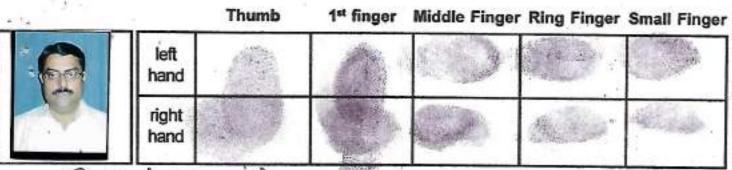
CONCRETE GREENS INFRASTRUCTURE (P) LTD.

Director

(MOHAMMED ALI AZHAR)

SIGNATURE OF THE DEVELOPER

Shalnaz Jahan Begum SHAHNAZ JAHAN BEGUM Advocate, High Court, Calcutta Enrolment No.- F/92/2015



Name Rakesh Jusual
Signature Rakesh Jusual

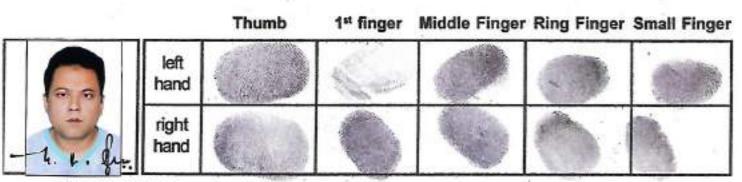
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	right hand					

Name Punera Zaisad.

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	right hand	de de la companya de				(1)

Name

Signature Sweets Jackway.



Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1605-2017, Page from 149216 to 149257 being No 160505520 for the year 2017.



Digitally signed by AMITAVA CHANDA Date: 2017.08.31 15:40:05 +05:30 Reason: Digital Signing of Deed.

Q_du

(Amitava Chanda) 31/08/2017 15:40:05
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
West Bengal.

(This document is digitally signed.)