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certified that the document is admitted to registration, the signature sheets and the endorsement sheets attached with this document are part of this document

District Sub-Registrar-IV
Alipore, South 24-Pgs.

20 JUL 2020

21/7/20

THIS DEVELOPMENT AGREEMENT made this the 20th day of July, TWO THOUSAND AND TWENTY BETWEEN 1) KHAITAN CONSTRUCTION LLP, (INCOME TAX PAN AAOFK7355G), a limited liability partnership incorporated and registered under The Limited Liability Partnership Act, 2008, having its registered office and principal place of business at 10A, Rawdon Street, Rawdon Enclave, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, represented by its Partner SRI RAVINDRA KHAITAN (INCOME TAX PAN AFQPK8488R), son of Late Ratan Lal Khaitan, by caste Hindu, by occupation business and at present working for gain at Rawdon Enclave, 10A, Rawdon Street, 1st Floor,

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11 JUL 2020

Rs.....Date.....

Name:- ARJUN GOPE, Advocate

Address:- Alipur Police Court, Kol-27

Vendor:.....

I. CHAKRABORTY

6B, Dr. Rajendra Prasad Sarani
Kolkata-700 011.

VCT No- 1343



(RAVINDRA KHAITAN)

Khaitan Construction LLP

Partner / Authorised Signatory

District Sub-Registrar-IV
Alipore, South 24-Pgs.

20 JUL 2020

Haridas Sarda,
s/o. Late B. Sarda
village + P.O. Sambesin
P.S. Jaynagar
South 24 Parganas
Pin No. 743385,
Serice.

Kolkata – 700 017, 2) **SRI ROHIT KHAITAN, (INCOME TAX PAN BGLPK9094A)**, son of Sri Rajendra Khaitan, by occupation business, 3) **SRI AYUSH KHAITAN, (INCOME TAX PAN BWNPK9966M)**, son of Sri Rajendra Khaitan, by occupation business, 4) **SRI ANSHUL KHAITAN, (INCOME TAX PAN DQKPK3956G)**, son of Sri Raj Kumar Khaitan, by occupation business, 5) **SMT. ANITA KHAITAN, (INCOME TAX PAN AFQPK8489Q)**, wife of Sri Raj Kumar Khaitan, by occupation housewife, 6) **SMT. RADHA KHAITAN, (INCOME TAX PAN AFZPK7779Q)**, wife of Sri Rajendra Khaitan, by occupation housewife, 7) **SMT. PRITI KHAITAN, (INCOME TAX PAN AEUPK7283B)**, wife of Sri Ravindra Khaitan, by occupation housewife, 8) **SMT. SANDHYA KHAITAN, (INCOME TAX PAN AJUPS9094D)**, wife of Sri Jitendra Khaitan, by occupation housewife, all by caste Hindu and all at present residing at 'Silver Spring' No. 5, J. B. S. Halden Avenue, Police Station Tiljala now Pragati Maidan, Post Office Dhapa, Kolkata – 700 105, 9) **COMPASS TRADELINK PVT. LTD., (INCOME TAX PAN AADCC8383N)**, a private limited company having its registered office at Express Tower, 4th Floor, 42A, Shakespeare Sarani, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, represented by its Director, **SRI ANSHUL KHAITAN, son of Sri Raj Kumar Khaitan, (INCOME TAX PAN DQKPK3956G)**, by caste Hindu, by occupation business and at present working for gain at Rawdon Enclave, 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, 10) **MICROGRAPH VINIMAY PVT. LTD., (INCOME TAX PAN AAGCM3163P)**, a private limited company having its registered office at Express Tower, 4th Floor, 42A, Shakespeare Sarani, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, represented by its Director, **SRI ROHIT KHAITAN, (INCOME TAX PAN BGLPK9094A)**, son of Sri Rajendra Khaitan, by caste Hindu, by occupation business and at present working for gain at Rawdon Enclave, 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, 11) **NIGHTANGLE TRADERS PVT. LTD., (INCOME TAX PAN AADCN1632P)**, a private limited company having its registered office at Express Tower, 4th Floor, 42A, Shakespeare Sarani, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, represented by its Director, **SRI AYUSH KHAITAN, (INCOME TAX PAN BWNPK9966M)**, son of Sri Rajendra Khaitan, by caste Hindu, by occupation business and at present working for gain at Rawdon Enclave, 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, 12) **PIONEER NIWAS PVT. LTD., (INCOME TAX PAN AADCP9836F)**, a private limited company having its registered office at Rawdon Enclave, No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, represented



VCT 200 1344

Ajmal Chaitu

For Nightangle Traders Pvt. Ltd,

Ajmal Chaitu

Director

For Bangabhumi Constructions Pvt. Ltd.

AS



Director



For PIONEER NIWAS PVT. LTD.

AS

Director

District Sub-Registrar-IV
Alipore, South 24-Pgs.

20 JUL 2020

For BOLERO COMMERCIAL PVT. LTD.

AS

Director

by its Director, **SRI RAVINDRA KHAITAN (Pan No. AFQPK8488R)**, son of late Ratan Lal Khaitan by caste Hindu, by occupation business and at present working for gain at Rawdon Enclave, 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **13) BANGABHUMI CONSTRUCTIONS PVT. LTD., (INCOME TAX PAN AACCB3587G)**, a private limited company having its registered office at 'Rawdon Enclave', No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, represented by its Director, **SRI RAVINDRA KHAITAN (INCOME TAX PAN AFQPK8488R)**, son of Late Ratan Lal Khaitan, by caste Hindu, by occupation business and at present working for gain at Rawdon Enclave, 10A, Rawdon Street, 1st Floor, Kolkata – 700 017, **14) BANGABHUMI REAL ESTATE PVT. LTD., (INCOME TAX PAN AADCB6698R)**, a private limited company having its registered office at Rawdon Enclave, No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, represented by its Director, **SRI ROHIT KHAITAN, (INCOME TAX PAN BGLPK9094A)**, son of Sri Rajendra Khaitan, by caste Hindu, by occupation business and at present working for gain at Rawdon Enclave, 10A, Rawdon Street, 1st Floor, Kolkata – 700 017, **15) GREENTOWN RETAILS PVT. LTD., (INCOME TAX PAN AADCG9185A)**, a private limited company having its registered office at Rawdon Enclave, No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, represented by its Director, **SRI ANSHUL KHAITAN, (INCOME TAX PAN DQKPK3956G)** son of Sri Raj Kumar Khaitan, by caste Hindu, by occupation business and at present working for gain at Rawdon Enclave, 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **16) BOLERO COMMERCIAL PVT. LTD., (INCOME TAX PAN AAECBO562H)**, a private limited company having its registered office at Rawdon Enclave, No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, represented by its Director, **SRI RAVINDRA KHAITAN (INCOME TAX PAN AFQPK8488R)**, son of late Ratan Lal Khaitan, by caste Hindu, by occupation business and at present working for gain at Rawdon Enclave, 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, hereinafter collectively referred to as the '**OWNERS**', (which term or expression shall unless excluded by or repugnant or contrary to the subject or context mean and include and be deemed to mean and include their respective successors, successors in office, successors in interest, the Karta and the other co-parceners and members for the time being of the HUF and assigns) of the **ONE PART AND KHAITAN CONSTRUCTION LLP, (INCOME TAX PAN AAOFK7355G)**, a



Anil Das VCT No 1345

Supreme Real Estate Pvt. Ltd.

Anil Das

Director

For Micrograph Vinmay Pvt. Ltd.

Anil Das

Director



VCT No 1346

Briti Khaitan



VCT No 1347

Anita Khaitan

District Sub-Registrar-IV
Alipore, South 24-Pgs.



VCT No. 1348

20 JUL 2020

Sandhya Khaitan



VCT No 1349

Radha Khaitan

limited liability partnership incorporated and registered under The Limited Liability Partnership Act, 2008, having its registered office and principal place of business at 10A, Rawdon Street, Rawdon Enclave, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, represented by its Partner **SRI RAVINDRA KHAITAN (INCOME TAX PAN AFQPK8488R)**, son of Late Ratan Lal Khaitan, by caste Hindu, by occupation business and at present working for gain at Rawdon Enclave, 10A, Rawdon Street, 1st Floor, Kolkata – 700 017, hereinafter referred to as the '**DEVELOPER**', (which term or expression shall unless excluded by or repugnant or contrary to the subject or context mean and include and be deemed to mean and include its partners for the time being and their respective heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**

WHEREAS:

A. By and under several Deeds of Conveyance, (hereinafter collectively referred to as the "**SAID DEEDS**"), executed and registered in favour of the owners herein on various dates before the appropriate registering authorities, the owners herein jointly and collectively (each having their respective shares), became and still are the absolute lawful owners of **ALL THAT** the piece and parcel of Danga, Pukur, Shali vacant land without structures, measuring more or less 87.10 decimals in R. S. Dag Nos. 452 (32.10 decimals), 453 (15.0 decimals), 454 (12.0 decimals), 456 (7.0 decimals), 457 (9.0 decimals), 458 (8.0 decimals) and 462 (4.0 decimals) corresponding to L.R. Dag Nos. 471, 474, 475, 477, 478, 479 and 485, under L.R. Khatian Nos. 55, 27, 119 and 237 in Mouza Dhamaitala, J. L. No. 75, in Holding No. 1583, Darir Road, under Rajpur Sonarpur Municipality, Ward No. 25, Police Station - Sonarpur, District-South 24 Parganas, Kolkata -700151 (hereinafter collectively referred to as the "**SAID LAND**"), as more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and as shown and delineated in **RED** colour border on the map or plan annexed hereto, free from all encumbrances, charges, liens, lispendens, attachments, trusts, claims, demands, mortgages, Wakfs, debutters, debts, uses, executions, liabilities, prohibitions, restrictions, leases, tenancies, licenses, requisitions, acquisitions and alignments, etc., whatsoever or howsoever, absolutely, exclusively and forever.

B. For the purpose of such development and construction as also all the activities related thereto and for smoothly augmenting and implementing the intents of the owners, the owners decided to appoint one of the owners amongst themselves as the developer of the proposed project. It was therefore mutually decided and agreed by the owners above

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Anshul Khaitan



VCTAM 1350

For Compass Tradelink Pvt. Ltd.

Anshul Khaitan

Director

For Greentown Retails Pvt. Ltd.

Anshul Khaitan

Director



District Sub-Registrar-IV
Alipere, South 24-Pgs.

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named to appoint **Khaitan Construction LLP**, one of the owners herein, as the developer of the said proposed project for and on behalf and account of the owners herein.

C. The owners herein also decided to allow the developer to develop the said land of the owners, for bringing up the most suitable and commercially viable construction thereon.

D. Upon all the permissions, clearances and sanctions being granted, the developer shall have the authority and power to make and complete the construction of such buildings to make and erect a self contained housing complex and other structures as may be sanctioned by the concerned authorities in that regard.

E. By and under an Agreement dated 12th August, 2019, (hereinafter referred to as the "**SAID AGREEMENT**"), executed and entered into by and between the owners herein, therein also referred to as the owners of the one part and the developer herein, therein also referred to as the developer of the other part, the owners therein and also herein agreed to put in the said land for development and construction of the said proposed project in terms thereof and also hereof.

F. In pursuance of the said Agreement, the developer therein and also herein applied for and obtained sanction of a building plan by the Rajpur Sonarpur Municipality vide sanction No. 300/CB/25/30 dated 26/02/2020, in respect of the said land for the purpose of development and construction of the said proposed project thereon by the developer.

G. It was also further agreed by and between the parties under the said Agreement that the developer shall, after the sanctioned building plan in respect of the said project is received by the developer from the Rajpur Sonarpur Municipality, keep in deposit with the owners, such sum or sums of money, as shall or may then be mutually decided and agreed by and between the owners and the developer.

H. The developer agreed to discharge the duties and responsibilities of the developer of the project for itself and also on behalf of all the owners as also if and when occasioned on behalf of the owners of such plots of land which may be added to and included in the said proposed project and also further agreed to undertake and complete the development and construction of the said project on the terms and conditions mutually discussed, negotiated, finalized and agreed to by and between the parties hereto.

I. The developer has sufficient financial liquidity and/or resources and experience and technical competence to execute the development work of the said project inter alia by constructing various buildings consisting of several self contained residential as well as commercial spaces capable of being held and/or enjoyed independent of each other and also car/two-wheeler parking spaces including various passages and other common parts/ portions amenities and facilities necessary for beneficial enjoyment thereof, (hereinafter collectively referred to as the "PROJECT/BUILDING COMPLEX/BUILDING PROJECT").

J. It was decided and agreed by and between the parties that the developer shall incur all costs charges and expenses for development of the said project and completion of the said building complex and shall generally be responsible for undertaking the said work, (hereinafter referred to as the "DEVELOPMENT WORK"). The owners shall neither be required nor be called upon by the developer to pay or contribute to the fund requirement of the developer for the construction of the said project.

K. The developer shall be solely responsible for expeditious and proper execution of the development work.

L. Though in the said Agreement, the Developer's Allocation had been agreed by and between the parties thereto to be 82% of the total sale proceeds of the constructed spaces in the building complex to be constructed on the said land, but the developer was to be solely and wholly entitled to create mortgage and negotiate for sale of the entire building complex, enter into agreement/s for sale in respect thereof and also receive and realize from the prospective buyer/s of the building complex, the entire consideration money in its own name.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. This agreement has commenced and/or shall be deemed to have commenced on and with effect from the date of execution of these presents and shall remain in force until completion of the development and construction of the said project.
2. Unless the context otherwise requires or is repugnant, the terms shall be defined, meant and interpreted as are defined and mentioned in the **SECOND SCHEDULE** hereunder written.

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3. The developer shall in terms hereof as also the said Agreement, take possession of the said land for and on behalf of the owners and/or in the names of the owners respectively for the purposes of development and construction of the said project on behalf of the owners in terms of and simultaneously with the execution of this agreement and shall retain the same until the said project is fully developed and constructed in terms of the proposed scheme framed by the developer. The owners shall not interfere with the project development to be undertaken by the developer in any manner whatsoever.
4. The developer shall take all steps for the over all development and construction of the said project at its own costs by deploying its men and material. The developer shall also take necessary steps to register the said project under the relevant provisions of The West Bengal Housing Industry Regulation Act, 2017.
5. The developer shall, along with the owners, jointly open an Escrow Account with a scheduled bank, to be operated by the developer only, for the purposes as contained in The West Bengal Housing Industry Regulation Act, 2017.
6. The developer shall be bound to deposit 18% of the total sale proceeds to the owners in their respective bank accounts.
7. The owners have authorized and empowered the developer for the purpose of constructing the said project in accordance with the scheme on the terms and conditions mentioned in the said Agreement and also hereafter.
8. Under the said scheme, the owners have jointly and severally appointed the developer, who is also one of the owners, as the developer of the said project and for the purpose of construction and completion of the building project on the basic terms and conditions contained in the said Agreement and also herein.
9. The developer shall construct and complete the buildings in the said project comprised or to comprise in the owners' and the developer's allocations according to the specifications as the developer may decide, and make the same tenable in all respects and ready for disposal by way of transfer, sale, lease and/or otherwise to persons desirous of acquiring units(s) therein under the said scheme.
10. It is expected that the construction of the said project shall be completed by the developer in phases and in any event within a period of 5 (five) years from the date of commencement of construction of the said project.
11. As and towards the total costs of development and construction to be incurred by the developer for constructing and completing the said project, the developer shall be

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entitled to appropriate, retain, own and shall be at full liberty and shall have absolute power and authority to deal with in any manner as may be decided by the developer 82 % of the total sale proceeds of the constructed spaces in the building complex to be constructed on the said land, (hereinafter referred to as the "DEVELOPER'S ALLOCATION").

12. The developer shall reimburse to the owners and the owners shall be entitled to appropriate, retain, own and shall be at full liberty and shall have absolute power and authority to deal with in any manner as may be decided by the owners 18% of the total sale proceeds of the constructed spaces in the building complex to be constructed by the developer on the said land, (hereinafter referred to as the "OWNERS' ALLOCATION").

13. As agreed by and between the parties under the said Agreement, the developer has, at or before the execution of these presents, kept with the owners, as and by way of interest free refundable security deposit, a sum of Rs. 1,00,00,000/- (Rupees one crore) only, (hereinafter referred to as the "SAID DEPOSIT"), (the receipt whereof the owners do and each of them doth hereby as also by the memo of consideration hereunder written admits and acknowledges).

14. The developer shall be entitled to enter into agreements for transfer by way of sale, lease and/or otherwise with the intending buyers of units/flats/spaces in the building project and to receive the earnest and/or consideration money in respect thereof.

15. The developer shall be entitled to transfer by way of sale, lease and/or otherwise dispose of the constructed spaces in the building complex or any portion thereof to the intending buyers of units/flats/spaces and the owners shall, either themselves or through the developer as their constituted attorney, convey the undivided proportionate share and/or their right title and interest in the said land in favour of the persons acquiring the units/flats. It is recorded that for the aforesaid purpose, the owners shall execute power/s of attorney in favour of the developer.

16. The developer shall be entitled to raise finances from banks, financial institutions, housing finance companies etc. for the purpose of construction of the building project and for such purpose to mortgage and charge the said land mentioned in the First Schedule hereunder written and enter into and sign and execute all agreements, contracts, deeds, documents, papers, declarations, affidavits as may be required for such purpose.

17. The developer shall obtain all the necessary permissions and clearances for construction of the building project on the said land and may also prepare plans for

modifications or revisions of the sanctioned plans and also for sanction of any additional plans as may be deemed proper and necessary for construction of the housing project and to submit the same to the municipal authorities for further sanction and/or grant of proposed modifications/revisions, if any.

18. The developer shall appoint architects, engineers, contractors and/or agents for the purpose of construction of the building project.

19. The developer shall develop the said land by leveling the same and then to construct the buildings in the housing project according to the sanctioned plans and shall also provide for and/or construct roads and passages for proper access to and from the main road over the said land.

20. The developer shall construct and complete the building complex in all respects with good standard materials and according to the specifications as may be decided by the developer.

21. The developer shall obtain from the municipality, water and sewage connection and provide for underground or covered/uncovered drainage through the said land.

22. The developer shall obtain supply of electricity from the West Bengal State Electricity Board and provide electric meter connection for every flat and/or other space in the buildings to be constructed under the building project and shall if required install generators for units/flats/spaces and for common portions.

23. The developer shall have prepared from its advocates the necessary agreements, deeds, documents and other papers as may be required in connection with the housing project and/or transfer of the units/flats/spaces therein including the common services, facilities and amenities to the intending buyers.

24. The developer shall until formation of the Holding Company or until such time it may be deemed necessary by the developer, manage and maintain the buildings comprised in the Housing Project. The developer shall charge and be entitled to collect and receive the proportionate expenses for service and maintenance from the flat purchasers till the handing over of maintenance to the Holding Company. The developer shall also be entitled to demand and receive maintenance fund deposit for meeting and defraying the maintenance and service charges and also the sinking fund deposit from the flat purchasers and to invest the same in such manner as may be deemed fit and proper by the developer.

25. The developer shall provide such facilities and amenities in the building project as may be necessary for the beneficial and peaceful possession use and enjoyment of the units/flats/spaces according to the said scheme and as may deemed fit and proper by the developer.

26. All costs and expenses in connection with the aforesaid and/or relating to the construction of the building project in all respects shall be borne and paid by the developer.

27. The developer shall exclusively be entitled to take the following steps without any interference by or on behalf of the owners:

- A. To standardize and codify observance of all rules, formalities, stipulations, clearances and so on from the municipal authorities and other accredited agencies.
- B. To define standardize and codify the general specifications of construction of the units and the common areas, common parts and facilities.
- C. To identify, define and spell out the rights and obligations of the sellers and buyers of the units of the building complex as well as the rights of the owners.
- D. To plan and normalize the progress of the project and to lay down an optimum time schedule.
- E. To define and spell out the terms and details of easements and transfer of ownership of the units, booked by the buyers including exceptions, reservations and restrictions.
- F. To identify, define and spell out the terms and phases of payments by the buyers to the seller in respect of the units.
- G. To spell out and delineate the rights and obligations of the sellers and the buyers of units during the construction period as well as the rights of the owners.
- H. To spell out and delineate the rights and obligations of the units holders inter se among themselves and with the seller with reference to the maintenance and upkeep of the property and the environment.
- I. To outline and delineate the rights and obligations of the Holding Company, constituted by the developer for the purpose of management and administration of the said project with reference to the maintenance and upkeep of the common areas and common parts and services and the environment.

J. To outline and delineate the rights and obligations of the seller, the owners of the units, the Holding Company and the buyers with regard to the observance of all the municipal laws, rules and procedures, such as drainage, sewage, sanitation, cleanliness, garbage clearance, maintenance of greenery and avoidance of all kinds of pollution.

28. The owners state, declare and confirm that all acts and deeds done, executed and performed by the developer in pursuance of the said Agreement and this agreement in connection with the development of the housing project shall be binding at all times hereafter on the owners and the owners covenant to ratify the same as and when called upon to do so.

29. In case after handing over possession of the flats and other constructed spaces in the building complex, any portion of the said land is acquired by any authorities then and in such event the total loss of FAR on the acquired land shall be reduced proportionately.

30. The owners will in terms of the directions of the developer transfer the undivided share of interest in the said land in favour of the developer or its nominee or nominees being the intending buyers of flats to enable the developer or its nominee or nominees to own possess use and enjoy the units/flats/spaces that would be constructed, as sole and absolute owners thereof.

31. The mode of transfer mentioned hereinabove may be modified if required by the parties and to be finally decided by the developer in consultation with the advocates for the project whose decision shall be final and binding upon the owners and all concerned including the persons deriving title through the owners.

32. In case any portion of the said land or the plots comprised therein belonging to any of the owners are acquired by the Government or any authority constituted under any law for the time being in force, then such owner whose plot or any portion thereof is acquired shall not suffer individually and the provision mentioned herein shall apply only and the owners agree to keep each other saved or harmless and indemnified with regard thereto it is hereby agreed and declared between the owners that in case of reduction of the owners' allocation as mentioned hereinabove the entitlement of the owners as determined in accordance with the provisions made herein shall be reduced proportionately.

33. Each of the owners hereby confirms and declares that it shall not transfer, sell, mortgage encumber and/or deal with in any manner with the plots belonging to it in any manner whatsoever so as to prejudice, affect or hamper the work of construction of the

housing project in any manner whatsoever and each of the parties hereto agree that in case either of the parties hereto desire to dispose of the plots belonging to them and in such event such party shall be bound and obliged to offer the same for sale to the other parties hereto or to any person nominated by the developer for acquiring the same on the terms and conditions mentioned herein.

34. It is also mutually agreed that this agreement has been or is being entered into irrevocably and for the construction of the said housing project over the various plots of land particulars whereof are mentioned and described in the First Schedule hereunder written and none of the owners herein shall be entitled in any manner to rescind or cancel this agreement or any of its provisions. Provided However that in case the developer decides to abandon the said project then the owners shall be entitled to claim back and receive possession of the said land.

35. The parties hereto shall indemnify and/or keep each other saved, harmless, and indemnified against all losses, claims demands costs, damages proceedings, charges and expenses which any of the parties hereto may suffer in respect of any acts, deeds, matters or thing done or any omission made by any of the parties hereto in pursuance hereof and/or in respect of the housing project and/or any acquisition of any portion of the said land or the plots comprised therein as mentioned hereinabove and/or anything arising in connection therewith.

36. The owners have, simultaneously with the execution hereof, granted Power/s of Attorney to the developer or in favour of its nominee or nominees for the purpose of the development of the housing project and shall grant such further powers and authorities as may be required from time to time to enable the developer to proceed and complete the housing project in terms hereof. It is also made clear and understood that upon further area of land, if any, being added to the said project, the owners herein, if so called upon by the developer, to join and confirm and grant further General Power of Attorney in favour of the developer or its nominee(s) on similar or further terms.

37. The owners shall sign, execute and deliver all such deeds documents papers and do all such acts deeds and things as may be required from time to time and mutually cooperate with each other for the purpose of completing the housing project.

THE FIRST SCHEDULE ABOVE REFERRED TO:

“SAID LAND”

ALL THAT the piece and parcel of Danga, Pukur, Shali vacant land without structures, measuring more or less 87.10 decimals in R. S. Dag Nos. 452 (32.10 decimals), 453 (15.0 decimals), 454 (12.0 decimals), 456 (7.0 decimals), 457 (9.0 decimals), 458 (8.0 decimals) and 462 (4.0 decimals) corresponding to L.R. Dag Nos. 471, 474, 475, 477, 478, 479 and 485, under L.R. Khatian Nos. 55, 27,119 and 237 in Mouza Dhamaitala, J. L. No. 75, in Holding No. 1583, Darir Road, under Rajpur Sonarpur Municipality, Ward No. 25, Police Station - Sonarpur, District-South 24 Parganas, Kolkata -700151, as shown and delineated in RED colour border on the map or plan annexed hereto and butted and bounded in the manner following that is to say:

ON THE NORTH : By R.S. Dag No. 451, 455,463

ON THE EAST : By R.S. Dag No. 455, 459, 463, 464

ON THE WEST: By R.S. Dag No. 452 (part)

ON THE SOUTH : Darir Road and R.S. Dag No. 459, 461

OR HOWSOEVER OTHERWISE the same are is was or were heretofore butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO:

“DEFINITIONS”

a. Land:

Land shall mean and be deemed to mean all the various plots of land situated at Mouza Dhamaitolla, as more fully and particularly mentioned and described in the First Schedule herein above and such other and further areas of land as may subsequently be joined into the project and amalgamated with the existing land by the developer.

b. Owners:

Owners shall mean the owners whose names and particulars are appearing hereinabove and who are the owners of the land mentioned in the First Schedule

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hereto and when occasion so demands such further and other owners who may hereafter or subsequently join the project and to amalgamate their land and shall include their respective successors and assigns.

c. Developer/Seller/Promoter:

Developer/Seller Promoter shall mean **Khaitan Construction LLP** and its partners for the time being and their respective heirs, executors, administrators, legal representatives and assigns.

d. Buyers:

Buyers shall mean and include (1) individuals (including his/her heirs legal representative executors administrators successors and assigns and in case of a minor, his/her natural guardian); (2) partnership firms (including the present partners and such other person or persons who may be taken in or admitted as partner or partners and their respective heirs legal representatives executors administrators and assigns and shall exclude such other partners, who by the due process of law, secede and cease to be partners of the partnership firm; (3) joint stock companies and/or corporate bodies (including its successor or successors in interest and assigns); (4) Hindu Undivided Family – (including its Karta for the time being and the members of the said HUF and their respective heirs legal representatives executors administrators and assigns) and/or (5) Trust (including the trustees for the time being and their successor or successors in interest and assigns);

e. Development Agreement:

Development Agreement shall collectively mean the said Agreement dated 12th August, 2019 and this Agreement being executed between the parties hereto for the development, construction, erection and completion of the Building Complex and shall at appropriate times also include any subsequent development agreement(s) which may be entered into by the developer with the owners of the newly added land.

f. Owners' Allocation:

Owners' Allocation shall mean 18% of the total sale proceeds of the constructed spaces in the building complex to be constructed by the developer on the said land.

g. Developer's Allocation

Developer's Allocation shall mean 82% of the total sale proceeds of the constructed spaces in the building complex to be constructed by the developer on the said land.

h. Unit Holder:

Unit Holder shall mean and include the Buyer, the owners in respect of the flats and other constructed spaces in the building complex.

i. Housing Complex/Housing Project:

Housing Complex/Housing Project means "PRUDENT PRAGATI" comprising of several buildings and/or blocks together with Common Parts and Common/Areas of the Housing Complex constructed in or upon the said land.

j. Building/Block:

Building/Block shall mean a Building containing two or more units with ancillary facilities constructed in accordance with the sanctioned plan or any variation or alteration in the said plan being made with the permission of the said Local Municipal Authority and built upon the Land comprised in the proposed housing project.

k. Agreement for Sale:

Agreement for Sale shall mean Agreement for Sale and/or Transfer of the Unit agreed to be acquired and purchased by any Buyer together with the undivided proportionate impartible variable share in the land to the Buyers of Units comprised in the Housing Complex.

l. Consideration for sale of Unit:

Consideration for sale of unit shall mean the consideration as may be agreed and fixed by the developer from time to time for transfer of the unit together with the proportionate impartible variable undivided interest in the land as also the right of user and interest in the common areas and facilities and services.

m. Allotment Letter:

Allotment Letter shall mean the Letter of Allotment signed by the authorized signatory on behalf of the developer specifying the – i) particulars of flat; ii) terms of allotment, iii) consideration and iv) schedule for payment etc.

n. Undivided Share/Interest:

Undivided share shall mean all of the undivided proportionate impartible variable share or interest in the land and attributable to the unit in the proportion that the unit area bears to the total of the unit areas of all units, Common Parts, Common Areas and

other covered areas comprised in the whole of the Building Complex and such undivided share to be determined by the developer at its sole discretion.

o. Unit/Flat:

Unit/Flat means a defined and self-contained part of a Building having a direct exit to a common area or landing leading to a Street or Highway which, together with the undivided interest in the Common Areas and Common Parts forms an independent residential unit with such other facilities or areas as may be specified or an independent commercial unit.

p. Parking Space:

Parking space shall mean the right to use covered and/or open space earmarked, reserved and allotted by the developer for parking of light private vehicles, motorcycles, bicycles within the Block and the Housing Complex.

q. Super Built up Area:

Super Built up Area shall mean the built up area measured at floor level in any Unit taking the external dimensions of the Unit (save walls separating one Unit from other, of which 50% only to be added) and the proportionate Share of (i) the Common Parts and Common Areas comprised in the floor on which the Unit is situate; (ii) the Common Parts and Common Areas comprised in the Building and (iii) the Common Parts of the Housing Complex or parts of the Housing Complex in which the Building is situate.

r. Proportionate or Proportionate Share or Proportionately:

Proportionate or Proportionate Share or Proportionately shall mean the Unit's Share in the Land, Common Areas and the Common Parts, including the common expenses which shall be as finally determined by the developer after construction of the Buildings and the Housing Complex on the Land Provided That where it refers to the Share in the rates and/or taxes and/or other statutory levies then such Share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied.

s. Service Charges:

Service Charges shall mean the service and maintenance charges for the Common Areas and Common parts for providing the services or incurring expenses making