



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

AP 041843

**DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (hereafter 'Agreement')  
executed at Kolkata on this 19<sup>th</sup> day of JANUARY, 2023

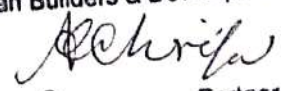
**BETWEEN**

VEDANTA DEALING PRIVATE LIMITED

  
DIRECTOR



Hanuman Builders & Developers

  
Partner



72771 ..... DATE 16 JAN 2023  
SOLD TO ..... ADVISEK JAIN  
Advocate  
ADDRESS ..... HIGH COURT CALCUTTA  
RS. *[Signature]*

CODE NO. (1087) ANJUSHREE BANERJEE  
LICENCED NO. L. S. VENDOR (O/S)  
20 & 20A / 1073 HIGH COURT, KOLKATA 700 006

16 JAN 2023



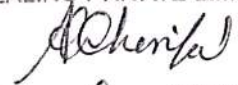

**VEDANTA DEALING PRIVATE LIMITED (PAN AACCV5401D)** a Company incorporated under the Companies Act, 1956 and having its office at 4D, Chaitan Sett Street, P.O. Burrabazar, P.S. Posta, Kolkata 700007, Represented by its Directors **(1) SRI RUCHIT SARAF (PAN ALUMPS7268N) (AADHAR 5105 5662 5623)** son of late Gopal Saraf By Faith a Hindu, by Occupation Business, resident of Natural Height, Block 7, Flat No. 3C, 137, V.I.P. Road, P.O Airport, P.S. Baguiati, Kolkata 700052, District North 24 Pargana **(2) SRI ANOOP KUMAR CHIRIPAL (PAN AEPPC7302A) (AADHAR 3855 9031 7303)** son of Sri Mahendra Kumar Chiripal, by Nationality Indian, by Faith Hindu, by Occupation Business, residing at Brijdham Housing Complex, Building No. 16, Flat No. 1E, 198, Dakshindhari Road, P.O Sreebhumi, Police Station Lake Town, Kolkata- 700048, District North 24 Parganas hereinafter referred to as **"OWNER"** (which expression shall unless excluded by or repugnant to the context be deemed to include its successors-in-office, legal representatives, executors, administrators, and assigns) of the **ONE PART**.

**AND**

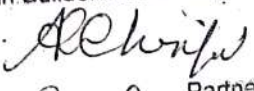

**HANUMAN BUILDER & DEVELOPERS (PAN AAJFH1722P)** a Partnership firm, having its principal place of business at 67/25, Strand Road, Post Office Beadon Street, Police Station Jorabagan, Kolkata - 700006, Represented by its Partners **(1) SRI RUCHIT SARAF (PAN ALUMPS7268N) (AADHAR 5105 5662 5623)** son of late Gopal Saraf By Faith a Hindu, by Occupation Business, resident of Natural Height, Block 7, Flat No. 3C, 137, V.I.P. Road, P.O Airport, P.S. Baguiati, Kolkata 700052, District North 24 Pargana **(2) SRI ANOOP KUMAR CHIRIPAL (PAN AEPPC7302A) (AADHAR 3855 9031 7303)** son of Sri Mahendra Kumar Chiripal, by Nationality Indian, by Faith Hindu, by Occupation Business, residing at Brijdham Housing Complex, Building No. 16, Flat No. 1E, 198, Dakshindhari Road, P.O Sreebhumi, Police Station Lake Town, Kolkata- 700048, District North 24 Parganas hereinafter referred to as **"PROMOTER/DEVELOPER"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, successors administrators, legal representative and assigns) of the **OTHER PART**.

**WHEREAS:**

VEDANTA DEALING PRIVATE LIMITED

  
 DIRECTOR

Hanuman Builders & Developers

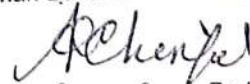
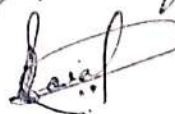
  
 Partner

1. By **Deed of Conveyance dated 19.09.2007** made between the Sri Samarendra Nath Mallick, Sri Mahendra Nath Mallick, Sri Dinendra Nath Mallick, Sri Ahendra Nath Mallick Smt Chabi Mallick, Smt Indrani Mallick and Smt Chumki Pyne therein referred to as the Vendors of the One Part and **VEDANTA DEALING PRIVATE LIMITED** therein referred to as Purchaser of the other part and the said Vendors therein for the consideration therein mentioned granted, transferred, sold, conveyed, released and confirmed unto the said purchaser **ALL THAT** the piece or parcel of revenue free Bastu land measuring an area about **9 (Nine) Cottahs 13 (Eight) Chittacks 20 Sq. Ft.** Together with structure standing thereon at **Premises No 52/1, Maharshi Debendra Road, P.S. Jorabagan, Kolkata - 700006**, within the limits of Kolkata Municipal Corporation Ward No. 21, District Kolkata more particularly described in the SCHEDULE hereunder written and registered at the office of Additional Registrar of Assurance -II, Kolkata, in Book No. I, Volume No 1, Pages from 1 to 18, **Being No. 8415 for the year 2007.**
2. After the aforesaid purchased the said premises the said **VEDANTA DEALING PRIVATE LIMITED** as a owner mutated its name in the record of Kolkata Municipal Corporation Ward No. 021 being Assessee No. 110211600238, being **Premises No 52/1, Maharshi Debendra Road, P.S. Jorabagan, Kolkata - 700006**
3. While seized possessed the said premises the said owner **VEDANTA DEALING PRIVATE LIMITED** obtained Sanction Plan of Multi Storied building from Kolkata Municipal Corporation, Borough IV, being **Building Permit No. 2022040022 dated 16.09.2022.**
4. The Owner is desirous of constructing multi storied Building upon the said Property by making thereupon residential and/or commercial units (hereinafter referred to and defined as "**the Project**")
5. The Developer have approached the owners to undertake the work of constructing, building and developing the Project and based on the representations and assurance of the Developer,

VEDANTA DEALING PRIVATE LIMITED

  
 DIRECTOR

Hanuman Builders &amp; Developers

  
 Partner



the owner has agreed to authorize them to demolish the existing structure thereon and to construct, build and develop the Project upon the said Property as aforesaid, for the consideration and on the terms and conditions set forth in this Agreement.

**THE PARTIES DO HEREBY AGREE TO AS FOLLOWS:**

**Clause 1**

**Definitions and Interpretations**

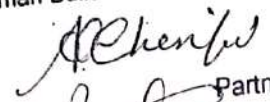
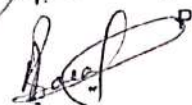
1.1 In this Agreement and in all its amendments, unless the subject or context otherwise requires or calls for a different interpretation, the following expressions shall have the meanings as set forth below:

- (a) **"Agreement"** shall mean this Development Agreement including all its schedules and shall also include any modifications, amendments or supplements that may be incorporated or adopted from time to time with the written consent and concurrence of the Parties.
- (b) **"Approvals"** shall mean all such approvals, concurrences, clearances, consents, licenses, permissions, sanctions, no-objections (whether statutory or otherwise) and/or endorsement of whatsoever nature or nomenclature that may be required from time to time from the concerned Authorities or otherwise for carrying out and accomplishing the acts, things and deeds contemplated in this Agreement and for carrying out, implementing and completing the Project.
- (c) **"Authority"** shall primarily mean the State Government and the Central Government including all its departments, ministries and functionaries and shall also include Local Body, Kolkata Municipal Corporation, Panchayat, Pollution Control Board, Fire Service, Forest Department, Airports Authority of India, State Electricity Board/Electric Suppliers, Public Health Engineering, or any other competent public or private regulatory or law-enforcing body or agency, or statutory authority, from whom Approvals may or shall be required from time to time for

VEDANTA SECURITIES PRIVATE LIMITED

  
  
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Hanuman Builders & Developers

  
  
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carrying out the acts, things and deeds contemplated in this Agreement and for carrying out, implementing and completing the Project.

(d) **"Common Facilities"** shall mean all such common areas and installations to be comprised/provided in the Property and/or Units once developed and shall include but not limited to staircases, lobbies, landings, lift, lift-well, ultimate roof, common passages, common roads, path-ways, boundary-walls, pump-room, motor and pump, underground and overhead water-reservoirs, service areas and other facilities for the common use and enjoyment of the Owner and the Developer or their lawful transferees, nominees or assignees.

(e) **"Owners' Allocation"** shall mean and include the following:

The owner shall get 25% of total constructed area Together with undivided proportionate share in the land and undivided rights and interests in the Common Areas and Facilities in the building.

(f) **"Developers' Allocation"** shall mean and include the following:

The owner shall get 75% of total constructed area excluding the owners' allocation Together with undivided proportionate share in the land and undivided rights and interests in the Common Areas and Facilities in the building.

(g) **"Force Majeure"** shall include but not limited to the following:

i) Damages due to Act of God, i.e. earthquake, epidemic, embargo, explosion, fire, government action, inaction or change in law, government acquisition or requisition.

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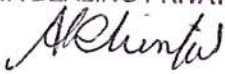
Partner





- (h) **"Parties"** shall mean collectively the Owner and the Developer and **"Party"** means individually each of the Parties.
- (i) **"Professional Specialists"** shall mean professionals including Architects, Engineers, Consultants, Quantity Surveyors, RCC Consultants, Soil Survey Experts, Interior Decorators, Landscaping Consultants, Builders, Construction Agencies, Civil Engineers, Contractors, Electrical Engineers, Planners, Designers, Structural Consultants, Project Management Consultants, Contractors, Environment Consultants, Supervisors, Workmen, Evaluation Agencies, Legal Professionals, Chartered Accountants, Cost Accountants, Insurance Agents or any other consultants, experts or specialists whom the Developer may engage or appoint from time-to-time for accomplishing or in connection with the Project or do any of the acts, deeds and things contemplated in this Agreement.
- (j) **"Project"** shall mean all activities, acts, deeds and things, works which the Developer shall perform and/or obligated to perform to carry out, implement the Project Plans and shall include but not limited to the following:
- (1) Appointing or engaging Professional Specialists;
  - (2) Preparing or cause to prepare the Project Plans;
  - (3) constructing, building, developing, erecting or cause to construct, build, develop, erect the Units, car parking spaces, internal passage, Common Facilities and any other work contemplated in the Project Plans;
  - (4) Obtaining the Approvals and comply with the provisions of law.
- (k) **"Project Plans"** shall mean the blue prints, plans (including building plans for the Units), proposals, drawings, designs and other specifications prepared by the Professional Specialists in respect of the said Property or any part or portion thereof and development, construction and erection of the self contained Units, internal passage, Common Facilities or any structures or any part or portion thereof.

VEDANTA DEALING PRIVATE LIMITED



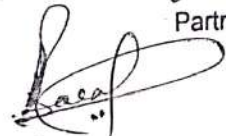
DIRECTOR



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- (l) **“Registration Authorities”** shall mean the Registrar or the Sub Registrar appointed under the Registration act, 1908 having jurisdiction to register any agreement, documents, deeds, conveyances, and/or instruments mentioned in this Agreement and shall include but limited any agreements, documents, deeds, conveyances, and/or instruments required to transfer, convey, assign, alienate the Owners’ as well as Developer’s Allocations or any part thereof.
- (m) **“Units”** shall mean any residential or commercial building/s or any part or portion thereof including any unit/flat/apartment/car parking space/shop/Office space together with the undivided proportionate share in the Property for independent use and occupation.
- (n) **“Advocate”** shall means Abhisek Jain, advocate, 8D, Madan Mitra Lane, Kolkata 700006.
- 1.2 In this Agreement, unless the context otherwise requires:
- (a) the headings are not to be considered part of this Agreement and they are solely inserted for convenience and reference purposes only and shall not affect the construction/interpretation of this Agreement;
- (b) Words importing the singular include the plural and vice versa, and word importing a gender include each of the masculine, feminine and neutral gender.
- (c) reference to any Act whether general or specific shall include any modification extension or re-enactment of it for the time being in force and all instruments orders plans regulations bye-laws permissions or directions at any time issued under it.

### Clause 2

#### Grant of Development Right and Consideration

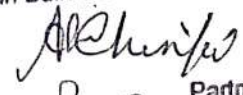
In consideration of the Developer having agreed to agreed to incur all costs charges and expenses for undertaking the development of the said Premises and the Owner has agreed to grant the exclusive right of development in respect of the said Premises unto and in favour of the Developer herein to enable the Developer to construct erect and complete new

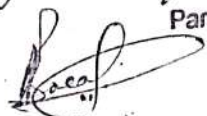
VEDANTA DEVELOPERS PRIVATE LIMITED

  
DIRECTOR



Hanuman Builders & Developers

  
Partner





building and/or buildings at the said Premises in accordance with the Sanctioned Plan and or Revised Plan to be sanctioned by the authorities concerned the Developer shall be entitled to and is hereby authorized:

- i) apply for and obtain all consents, approvals, sanctions and/or permissions as may be necessary and/or required for undertaking development of the said Premises
- ii) take such steps as are necessary to divert all pipes, cables or other conducting media in, under or above the Premises or any adjoining or neighboring Premises and which need to be diverted for undertaking the development work
- iii) install all electricity, gas, water, telecommunications, and surface and foul water drainage to the Premises and shall ensure that the same connects directly to the mains
- iv) serve such notice/notices and enter into such agreement/agreements with statutory undertakers or other companies as may be necessary to install the services
- v) give all necessary or usual notices under any statute affecting the demolition and clearance of the Premises and the development, give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said Premises and pay all costs, fees and outgoings incidental to or consequential on, any such notice and indemnify and keep indemnified the Owner from and against all costs, charges, claims, actions, suits and proceedings.
- vi) remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the Plan and has agreed to keep the Owner saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings
- vii) remain responsible for any accident and/or mishap caused by any act of the Developer while undertaking

VEDANTA DEALING PRIVATE LIMITED

  
  
 DIRECTOR

Hanuman Builders & Developers

  
  
 Partner

- construction and completion of the said new building and/or buildings in accordance with the said Sanctioned Plan and or Revised Plan Sanction by authorities concerned and has agreed to keep the Owner saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.
- viii) comply and/or procure compliance with, all conditions attaching to the building permission and any other permissions which may be granted during the course of development.
  - ix) comply or procure compliance with, all statutes and any enforceable codes of practice of the Municipal Corporation or other authorities affecting the Premises or the development
  - x) take all necessary steps and/or obtain all permissions approvals and/or sanctions as may be necessary and/or required and shall do all acts, deeds and things required by any statute and comply with the lawful requirements of all the authorities for the development of the said Premises.
  - xi) incur all costs, charges and expenses for the purpose of constructing, erecting and completing the said new building and/or buildings in accordance with the Sanctioned Plan and or Revised Plan to be sanctioned by the authorities concerned
  - xii) make proper provision for security of the said Premises during the course of development
  - xiii) not allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said Premises or any part or portion thereof
  - xiv) not expose the Owner to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architect, Engineer and other agents as may be necessary and/or required for the purpose of construction, erection and completion of the said new building
  - xv) To remain solely liable and/or responsible for all acts, deeds, matters and things for undertaking construction of the said new building and/or buildings in accordance with the Plan and to pay perform and observe all the

VEDANTA BUILDERS PRIVATE LIMITED

*Archana*  
*[Signature]*  
 DIRECTOR

Hanuman Builders &amp; Developers

*Archana*  
*[Signature]*  
 Partner



- terms, conditions, covenants and obligations on the part of the Developer to be paid performed and observed
- xvi) The Developer shall be entitled to create a charge and/or lien over and in respect of the Developer's Allocation only and the Owner agrees to render all assistance and undertakes to sign and execute all deeds, documents and instruments as may be necessary and/or required from time to time excepting that the Owner shall in no way be responsible and/or liable for repayment of the said loan amount or interest accrued due thereon and the Developer has agreed to indemnify and keep the Owner indemnified from and against all costs, charges, claims, actions, suits and proceedings arising there from.
- xvii) The Developer does hereby undertake and agree to carry out the Project at its own cost and expenses. Further developer hereby entitled to engage any contractor or sub-contractor for completion of project.
- xviii) The Developer shall be entitled to and is hereby authorized to negotiate the persons/tenants/occupiers presently in occupation of various parts and portions of the building situated at the said Premises for the purpose of obtaining vacant possession thereof for such consideration and on such terms and conditions as the Developer in its absolute discretion may deem fit and proper. The owner agree and undertake to sign and execute all deeds documents and instruments as may be necessary and/or required according to law and in any event the Developer as the Constituted Attorney of the owner shall be entitled to sign and execute the same on behalf of the owner for the purpose of obtaining vacant possession of the portions presently in occupation of the various persons/tenants/occupiers, The Developer shall make available to the Owner, the Owner's Allocation in habitable and complete in every respect, such completion with inter alias entire flooring, plastering of the walls, plastering of ceiling, finished doors and windows having inter locking system, sanitary system, sewerage pipe line, plumbing, water tanks or system and the developer shall use the standard quality

VEDANTA DEALING PRIVATE LIMITED  
LIMITED

*A. Chintal*  
*Raaj*  
OR  
DIRECTOR

Hanuman Builders & Developers

*A. Chintal*  
*Raaj*  
Partner

material upon the final completion of the Project and the Developer shall have the exclusive right to transfer or otherwise deal with the Developer's Allocation in any manner as he deem fit and appropriate.

- xix) The Owner hereby, conveys, transfer, assign and alienate in favour of the Developer sale/transfer right of Developer's Allocation.
- xx) That the developer shall complete the entire project within stipulated time subject to force majeure or Act of God, Natural Calamity, Civil Riot, War which is beyond the reasonable control of the Developer in case of which suitable extension of time shall be allowed as agreed.
- xxi) That owners hereby agreed and undertake to provide all necessary paper and document relating to title of the owner and if the title of the owner found defective then the owner must rectify or do all necessary things to correct the title otherwise developer shall be entitled to cancel this agreement.
- xxii) That owners hereby agreed and undertakes that after execution of these present and during the subsistence of this Agreement, the owner shall not do any act deed and thing which prejudice the financial interest of the developer and shall not enter into any agreement or arrangement of whatsoever nature or nomenclature with any other person.

**CLAUSE 3**  
**PLAN AND CONSTRUCTION**

The Owner agrees and undertakes to sign and execute all revised maps plans and other applications and papers to enable the Developer to obtain revised sanction of the said Plan

The Developer shall be entitled to cause the said revised plan to be sanctioned for residential purposes and/or commercial purposes and/or for mixed purposes as the Developer in its absolute discretion may deem fit and proper.

VEDANTA DEALING PRIVATE LIMITED

*AKhenthel*

DIRECTOR

*[Signature]*

Hanuman Builders & Developers

*AKhenthel*

Partner

*[Signature]*



Unless prevented by circumstances beyond its control the Developer shall construct erect and complete the said new building and/or buildings in accordance with the said Plan stipulated time (hereinafter referred to as the COMPLETION DATE).

The said New Building shall be constructed erected and completed in a workman like manner with such materials and/or specifications as may be recommended by the Architect for the time being.

The Owners hereby assure and covenant with the Developer that he shall not do or permit to be done any act deed or thing which may prevent the Developer from undertaking construction erection and completion of the said new building and/or buildings in accordance with the said Plan.

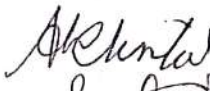

**Clause 4**  
**AUTHORITY TO BORROW AND TITLE DEEDS**

The owner at all time shall produce the original title deeds and others paper as may be required by developer time to time for accomplishment of project.

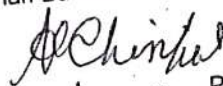
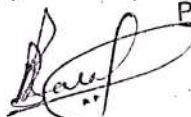
For the purpose of undertaking development of the said Premises the Developer shall be entitled to apply for and obtain housing loan from any bank and/or financial institution and/or any other person and/or persons and for the purpose of securing repayment of the same together with interest accrued due thereon shall be entitled to deposit the said title deeds as and by way of collateral security **IT BEING EXPRESSLY AGREED AND DECLARED** that the Developer alone shall be liable and responsible for repayment of the loan amount and the interest accrued due thereon and shall keep the Owners and/or its successor and/or successors in office and assigns saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings arising there from.

**Clause 5**  
**Representations and Covenants of the Owner**

VEDANTA DEALING PRIVATE LIMITED

  
DIRECTOR  


Hanuman Builders & Developers

  
Partner  


The Owner hereby represent and covenant to the Developer as follows:

- 4.1 That whatever the Owner have stated in the Recitals hereinabove shall be deemed to be the Owner's declarations and representations and the same shall form an integral part of this Clause as well as this Agreement.
- 4.2 That the Property is entirely tenanted and occupied by persons/tenants/occupiers but otherwise free from all encumbrances, charges, liens, claims, demands, mortgages, leases, licenses, trusts, prohibitions, executions, acquisitions, requisitions, attachments, vesting, alignments, easements, liabilities, lis pendens of whatsoever nature and nomenclature.
- 4.3 That the Owner has clear and marketable title in the Property.
- 4.4 That there is no legal impediment or bar whereby the Owner can be prevented from leasing, alienating, licensing, transferring, conveying, assigning or entering into any contract in respect of the Property with any person or persons including this Agreement with the Developer.
- 4.5 That the Owner has full power to enter into and execute this Agreement
- 4.6 In case of any latent defect in the title of the Owner in respect of the Property not apparent at present and which may be discovered at any time in future before or after the completion of the Project or any claim of any third party in respect of the said Plot arises before or after the completion of the Project, the Owner hereby agree and undertake to hold the Developer harmless and keep fully indemnified against all claims, demands, suits, actions and proceedings and all costs, charges and expenses and all loss, damages, liabilities, fines, penalties incurred or suffered by or caused to or levied or imposed on the Developer.

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Partner



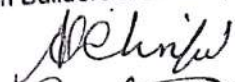


- 4.7 That the Owner or any one on their behalf have not transferred, assigned, conveyed, or entered into any agreement or arrangement of whatsoever nature or nomenclature in respect of or relating to the Property that may in any manner prejudice the rights and entitlements of the Developers herein.
- 4.8 That during the subsistence of this Agreement, the Owner shall not transfer, assign, convey, or enter into any agreement or arrangement of whatsoever nature or nomenclature in respect of or relating to the Property without the express written approval/permission of the Developer and the Developer may at its sole discretion deny such approval/permission.
- 4.9. The owner, simultaneously with the execution of this agreement, also execute in favour of the Developer an Development Power of Attorney to enable the Developer do all acts, deeds, matters, and things contemplated in this Agreement including negotiation with the existing persons/tenants/occupiers and for the carrying out, implementing and completing the Project and effectively transferring, assigning and conveying the Developer's Allocation or any portion thereof.
- 4.10. That the Developer shall have the right to execute any document, deed conveyance , and/or instrument for on behalf of and in the name of the owner for transferring, conveying, assigning and alienating in any manner whatsoever all or any of the Units comprised in the Developer's Allocation (including the right to use and enjoy the common Facilities) to the prospective transferees, assignees and nominees of the Developer's Allocation and receive the consideration money for such transfer, conveyance, assignment and alienation and present such document, deed, conveyance and/or instrument for registration before the Registration Authorities.
- 4.11. That as and when needed by the Developer, the Owner shall sign and execute (jointly with the Developer or unilaterally) all such documents, deeds, conveyances, and/or

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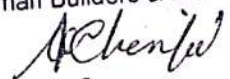

instruments required to effectively and lawfully confer valid right, title interest upon the Developer or any prospective transferees, assignees and nominees in respect of the Developer's Allocation (or any portion thereof) and/or undivided proportionate share in the Property.

- 4.12. That as and when needed by the Developer, the Owner shall sign and execute (jointly with the Developer or unilaterally) all such documents, deed of rectification, declaration, boundary declaration, deeds, conveyances, and/or instruments etc that may be necessary and required from time to time for obtaining the Approvals from the Authorities in connection with the Project.
- 4.13. That Owner shall clear all rents, rates, taxes, assessments, dues, duties, cesses, and other outgoings whatsoever payable in respect of the said property to the Authorities have been duly paid and discharged till the date of execution of this Agreement and from the date of execution of these presents, the developer shall pay and discharge all taxes, rates and rates and other levies on or in relation to the said land and building and payable by the owners or occupier thereof.
- 4.14. That the owner from time to time shall provide to the Developer all data, documents, information as may be deemed necessary or reasonably required by the Developer and which is in possession of or available with the owner and the owners shall immediately communicate to the Developer any information which may come to their knowledge and which may or is likely to adversely affect the Project or prejudice or undermine the rights of the developer under this agreement.
- 4.15. That the owner shall forthwith furnish to the developer in connection with the Plot and the project any order, circular, notice, notification directive, etc which may be served upon them or received by them by from the Authorities or by any court, tribunal or quasi judicial body or authority or by any other person or agency.

VEDANTA DEALING PRIVATE LIMITED

  
 DIRECTOR  


Hanuman Builders & Developers

  
 Partner  




- 4.16. That the Owner shall not interfere with, or cause obstruction or disturbance to the Developer in carrying out the Project and shall render all co-operation, support, and assistance to the Developer for successful and effective completion of the Project, However, it will be sole responsibility of the developer to deal with the authorities concerned and to comply with the rules and regulations in the construction and development of the said multi storied building and transfer thereof to the intending purchasers of the flats at his own costs and expenses and that the owner shall not be responsible in any manner whatsoever.
- 4.17. That the Owner simultaneously with the execution of this agreement and on fulfillment of other terms as mentioned herein before shall hand over, peaceful, judicial, unencumbered and unfettered possession of the Property to the Developer.
- 4.18. That each and every statement, declaration and representation made by the owner hereinabove or elsewhere in this Agreement are true, correct accurate, and authentic and the Owner are fully aware that relying upon the said statements, declarations, representations and undertaking of the owner and believing the same to be true, correct, accurate, and authentic the Developer has entered into this Agreement

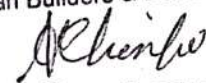

**Clause 6**  
**Authorization by the Owner**

- 6.1. The owner do hereby authorize the Developer to enter into agreement and execute any document, deed, conveyance, and/or instrument in respect of the Developer's Allocation and the Developer shall have the right to receive, realize and collect all moneys including the consideration money that may become receivable to the Developer.
- 6.2. The owner does hereby enable, empower and authorize the Developer to do all such deeds things and acts necessary to effectively carry out and complete the Project

EDAVIA BUILDERS PRIVATE LIMITED

  
 DIRECTOR

Hanuman Builders & Developers

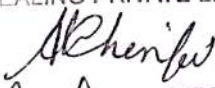

  
 Partner

- 6.3. The Owner shall execute Development Power of Attorney in favour of the Developer or its nominee and registered the same to enable empower and authorize the Developer and its men, officials, employees and representatives to do all such deeds, things and acts necessary to effectively carry out and complete the Project.
- 6.4. The owner understand, acknowledge and agree that the Developer subject to the delivery of owner's allocation does not require any further consent or authorization from the owner for retaining or transferring, conveying assigning and alienating in any manner whatsoever all or any of the Units comprised in the Developer Allocation including the undivided proportionate share in the Property and right to use and enjoy the common Facilities to the prospective transferees, assignees and nominees in respect of the Developer's Allocation and the owner through the afore mentioned Development Power of Attorney shall also duly enable empower and authorize the Developer to give effect to such transfer conveyance, assignment and alienation.

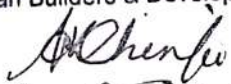

**Clause -7**  
**Mutual covenants**

- 7.1. The Parties have entered enter into this Agreement for constructing, building and developing the Units and carrying out and completing the Project as per the approval obtained from the concerned Authority.
- 7.2. The Developer shall take all decisions at its sole and unfettered discretion in respect of the construction, building and development the Project so as to ensure the most beneficial use and development of the Plot in the best interest of the parties hereto and all such decisions of the Developer shall be final and binding upon the parties hereto.
- 7.3. After the preparation of the Project and sanction Plans, the Developer shall earmark the Developer's Allocation, Owners' Allocation and the Common Facilities on such Project Plans and notify the same to the owner.

VEDANTA DEALING PRIVATE LIMITED

  
  
DIRECTOR

Hanuman Builders & Developers

  
  
Partner



- 7.4. The parties understand, acknowledge and agree that the entire cost of the Project shall be borne and met by the Developer.
- 7.5. Upon receiving the Approvals from the concerned Authorities in respect of the Project the Developer shall commence and proceed diligently to execute and complete the Project with materials considered to be good and safe in the construction business.

**Clause 8**  
**Charge**



The Developer at their own risk and responsibility shall be entitled to and is hereby authorized by the Owner to create any charge or mortgage in respect of the Developer's Allocation as well as proportionate undivided share in the Plot in favour of any bank, financial institution, body corporate or any other person for receiving loans and advances for carrying out and implementing the Project.

**THE SCHEDULE ABOVE REFERRED TO :**  
**(Premises No. 52/1, Maharshi Debendra Road)**

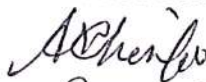
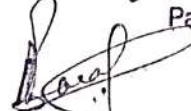
**ALL THAT** the piece or parcel of revenue free Bastu land measuring an area about **9 (Nine) Cottahs 13 (Eight) Chittacks 20 Sq. Ft. at Premises No 52/1, Maharshi Debendra Road, P.S. Jorabagan, Kolkata - 700006**, within the limits of Kolkata Municipal Corporation Ward No. 21, being Assessee No. 110211600238, District Kolkata and butted and bounded as follows.

**ON NORTH BY** : By Common Passage leading to M.D. Road  
**ON SOUTH BY** : By Partly by Karforma Lane and Partly by Premises No. 15, Karforma Lane  
**ON EAST BY** : By Partly by Common Passage Partly by Premises No. 12A, Karforma Lane  
**ON WEST BY** : By Partly by Premises No. 15, Karforma Lane and Partly by Premises No. 51, M.D.Road.

VEDANTA DEALING PRIVATE LIMITED

  
 DIRECTOR  


Hanuman Builders & Developers

  
 Partner  


IN WITNESS WHEREOF parties have hereto signed, signature or set their respective hand and seal at Kolkata on the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED**

In presence of witnesses:

**WITNESSES:**

1. AVISHEK KUMAR SARAF.  
SEEMA APARTMENT,  
266, DAKSHINDARI ROAD,  
KOLKATA - 700048

*Abhishek Jain*

VEDANTA DEALING PRIVATE LIMITED

*Abhishek Jain*  
*Raaj* DIRECTOR

OWNER

2. Rudranath Gupta.  
Sonarpur Kamrabad.  
Cashed Road.  
Gupta

Hanuman Builders & Developers

*Abhishek Jain*  
*Raaj* Partner

DEVELOPER

DRAFTED AND IDENTIFIED BY:

*Abhishek Jain*

ADVOCATE

ABHISEK JAIN  
S/O D. K. JAIN  
HIGH COURT CALCUTTA  
ENR NO. WB/1364/2003  
Mobile 09339797757