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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the part of this document.

District Sub-Registrar-II
Alibore, South 24 Parganas

03 FEB 2021

~~29 JAN 2021~~

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this 27th day of January, 2021 (Two Thousand Twenty-One);

ST
29/1/21

92 170, 45/21

29600

24 DEC 2020

No.....Rs. - 100/- Date.....

Name:.....

Address:.....

Vendor:.....

ALAMGIR REZA
ADVOCATE
ALIPORE JUDGES COURT
KOLKATA - 700 027

Subhan Kar
Alipur Collectorate, 24 Pgs. (6)
SHEKHAR DAS
STAMP VENDOR
Alipur Police Court, Kol-27



V.C.T.1
No. 724

ZENITH CONCLAVE LLP

Partner / Authorised Signatory
V.C.T.1
No. 740



ZENITH CONCLAVE LLP

Partner / Authorised Signatory



V.C.T.1
No. 739

Suman Property Pvt. Ltd.

Director



District Sub-Registrar-II
Alipore, South 24 Parganas

27 JAN 2021

Identified by me
Alamgir Reza Adv
90, Jahangir Reza
28/1, Judges court Road
P.O. D.P.S. Alipore
Kol-27

-BETWEEN-

- (1) **MADHU SURANA**, having PAN **ALGPS0599B** and AADHAAR **702510838788**, Mobile No. 9874924242, by faith Hindu, by nationality Indian, by occupation Business, wife of Saroj Kumar Surana, residing at Flat No. 2C, Vaishali Apartment, 35/13, Padda Pukur Road, Post Office L.R. Sarani, Police Station Ballygunge, Kolkata 700020;
- (2) **SHRENIK SURANA**, having PAN **APLPS4617R** and AADHAAR **748280035011**, Mobile No. 9674137777, by faith Hindu, by nationality Indian, by occupation Business, son of Saroj Kumar Surana, residing at Flat No. 2C, Vaishali Apartment, 35/13, Padda Pukur Road, Post Office L. R. Sarani, Police Station Ballygunge, Kolkata 700020;
- (3) **SAROJ KUMAR SURANA**, having PAN **ALSPS6102J** and AADHAAR **206625212441**, Mobile No. 9903984141, by faith Hindu, by nationality Indian, by occupation Business, son of Hanut Mal Surana, residing at Flat No. 2C, Vaishali Apartment, 35/13, Padda Pukur Road, Post Office L. R. Sarani, Police Station Ballygunge, Kolkata 700020;
- (4) **KOMAL SURANA**, having PAN **AWVPS7665N** and Aadhaar **885561024178**, Mobile No. 9674177577, by faith Hindu, by nationality Indian, by occupation Business, wife of Shrenik Surana, residing at Flat No. 2C, Vaishali Apartment, 35/13, Padda Pukur Road, Police Station Ballygunge, Post Office L. R. Sarani, Kolkata 700 020;
- (5) **NISHIT JAIN**, having PAN **AFPPJ8996L** and AADHAAR **919010647383**, Mobile No. 9674144444, by faith Jain, by nationality Indian, by occupation Business, son of Bharat Jain, residing at 25, Ballygunge Circular Road, Post Office and Police Station Ballygunge, Kolkata 700019;
- (6) **NIKITA JAIN**, having PAN **ARRPJ8526E** and Aadhaar **719338778923**, Mobile No.9819560776, by faith Jain, by nationality Indian, by occupation Business, daughter of Bharat Jain, residing at 25, Ballygunge Circular Road, Police Station and Post Office Ballygunge, Kolkata 700 019;
- (7) **MANOHAR LALL MEET JAIN HUE**, having PAN **AACHM6784M**, a Hindu Undivided Family of Flat No.6B, Neel Kanth Building, 26B, Camac Street, Post Office Park Street, Police Station Shakespeare Sarani, Kolkata 700016, represented by its Karta, **MEET JAIN**, having PAN **ACHPJ9528K** and AADHAAR **256090477002**, Mobile No.9830400074, by faith Jain, by nationality Indian, by occupation Business, son of Late Manohar Lall Jain, residing at Flat No. 6B and 9A, 26B, Neel Kanth Building, Camac Street, Post Office Park Street, Police Station Shakespeare Sarani, Kolkata 700016;



V.C.T.1
No. 735

M. Clothu Singara



V.C.T.1
No. 730

Arvind Kumar Jain HUF

Arvind Kumar Jain

Karta / Member



V.C.T.1
No. 731

Rosy Jain



V.C.T.1
No. 733

Bina Jain



V.C.T.1
No. 734

Nisha Jain



V.C.T.1
No. 732

MEET JAIN HUF

Meet Jain

KARTA

Meet Jain

V.C.T.1
No. 732



District Sub-Registrar-III
Alipore, South 24 Parganas

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- (8) **MEET JAIN HUE**, having PAN AACHM9103L, a Hindu Undivided Family of Flat No.6B, Neel Kanth Building, 26B, Camac Street, Post Office Park Street, Police Station Shakespeare Sarani, Kolkata 700016, represented by its Karta, **MEET JAIN**, having PAN ACHPJ9528K and AADHAAR 256090477002, Mobile No.9830400074, by faith Jain, by nationality Indian, by occupation Business, son of Late Manohar Lall Jain, residing at Flat No.6B and 9A, Neel Kanth Building, 26B, Camac Street, Post Office Park Street, Police Station Shakespeare Sarani, Kolkata 700016;
- (9) **BINA JAIN**, having PAN ACJPJ6700B and Aadhaar 644290075379, Mobile No.9830682774, by faith Jain, by nationality Indian, by occupation Housewife, wife of Late Manohar Lal Jain, residing at Flat No.6B, Neel Kanth Building, 26B, Camac Street, Post Office Park Street, Police Station Shakespeare Sarani, Kolkata 700 016;
- (10) **NISHA JAIN**, having PAN ACVPJ3480E and Aadhaar 962835837901, Mobile No.9830400074, by faith Jain, by nationality Indian, by occupation Housewife, wife of Meet Jain, residing at Flat No.6B, Neel Kanth Building, 26B, Camac Street, Post Office Park Street, Police Station Shakespeare Sarani, Kolkata 700 016;
- (11) **MEET JAIN**, having PAN ACHPJ9528K and AADHAAR 256090477002, Mobile No.9830400074, by faith Jain, by nationality Indian, by occupation Business, son of Late Manohar Lall Jain, residing at Flat No. 6B and 9A, Neel Kanth Building, 26B, Camac Street, Post Office Park Street, Police Station Shakespeare Sarani, Kolkata 700016;
- (12) **ARVIND KUMAR JAIN (HUF)**, having PAN AACHA4448L, a Hindu Undivided Family, of Flat No. 6C & D, Neel Kanth Building, 26B, Camac Street, Post Office Park Street, Police Station Shakespeare Sarani, Kolkata 700016, represented by its Karta, **ARVIND KUMAR JAIN**, having PAN AFNPJ5068F and AADHAAR 823850189677, Mobile No.9831051587, by faith Jain, by nationality Indian, by occupation Business, son of Late Mannalal Jain, residing at Flat No. 6C & D, Neel Kanth Building, 26B, Camac Street, Post Office Park Street, Police Station Shakespeare Sarani, Kolkata 700016;
- (13) **ROSY JAIN**, having PAN ACQPJ5801L and AADHAAR 358985301200, Mobile No.9903891774, by faith Jain, by nationality Indian, by occupation Business, wife of Arvind Kumar Jain, residing at Flat No. 6C & D, Neel Kanth Building, 26B, Camac Street, Post Office Park Street, Police Station Shakespeare Sarani, Kolkata 700016;
- (14) **BIJAY KUMAR JAIN HUE**, having PAN AACHB0281N, a Hindu Undivided Family of Ground Floor, 6A, Kiran Shankar Roy Road, Post Office GPO, Police Station Hare Street, Kolkata 700001, represented by its Karta, **BIJAY KUMAR JAIN**, having PAN ACRPJ7259B and AADHAAR



V.C.T.1
No. 738

Shweta Sarda



V.C.T.1
No. 739

STYLO VENTURES PRIVATE LIMITED
Nikha Sarda

Director



V.C.T.1
No. 741

Bijay Kumar Jain H.U.P.
Bijay Kumar Jain
[Signature]



V.C.T.1
No. 736

Sang Kumar Sarda



V.C.T.1
No. 728

Anshik for



V.C.T.1
No. 737

Komal Sarda



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772354842769, Mobile No.9831773211, by faith Jain, by nationality Indian, by occupation Business, son of Late Fateh Chand Jain, residing at 6/1C, Palm Avenue, Post Office and Police Station Ballygunge, Kolkata 700019;

(15) SUMAN PROPERTY PRIVATE LIMITED, having PAN AAEC54021L, having CIN U70101WB1994PTC065027, a Company governed by the Companies Act, 2013, having its registered Office at Ground Floor, 6A, Kiran Shankar Roy Road, Post Office GPO, Police Station Hare Street, Kolkata 700001, represented by its Director, SANDEEP JAIN, having PAN ACIPJ8538Q and AADHAAR 347327532930, Mobile No.9831003210, by faith Jain, by occupation Business, by nationality Indian, son of Bijay Kumar Jain, residing at 6/1C, Palm Avenue, Post Office and Police Station Ballygunge, Kolkata 700019;

(16) STYLO VENTURES PRIVATE LIMITED, having PAN AAVCS7885F, having CIN U70102WB2015PTC206272, a Company governed by the Companies Act, 2013, having its registered office at Plot No.74, Udayan Industrial Estate, 3, Pagladanga Road, Post Office and Police Station Tangra, Kolkata 700015, represented by its Director, NISHA JAIN, having PAN ACVPJ3480E and AADHAAR 962835837901, Mobile No.9830500074, by faith Jain, by nationality Indian, by occupation Housewife, wife of Meet Jain, residing at Flat No.6B, Neel Kanth Building, 26B, Camac Street, Post Office Park Street, Police Station Shakespeare Sarani, Kolkata-700 016;

(17) PS VINAYAK COMPLEX LLP, having PAN AARFP0290N, having LLPIN AAD-6375, a limited liability partnership incorporated under Limited Liability Partnership Act, 2008, having its registered office situated at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata 700 026, represented by its Designated Partner UMESH KYAL, having PAN AGCPK9667R and AADHAAR 322167806519, Mobile No.9831151592, by faith Hindu, by nationality Indian, by occupation Business, son of Late Govind Ram Kyal, residing at 30C South End Park, Post Office Sarat Bose Road, Police Station Rabindra Sarobar (Formerly Lake), Kolkata 700 029,

(18) PS VINAYAK SMARTCITY LLP, having PAN AARFP9370K, having LLPIN AAF-1879, a limited liability partnership incorporated under Limited Liability Partnership Act, 2008, having its registered office situated at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata 700 026, represented by its Designated Partner UMESH KYAL, having PAN AGCPK9667R and AADHAAR 322167806519, having Mobile No.9831151592, by faith Hindu, by nationality Indian, by occupation Business, son of Late Govind Ram Kyal, residing at 30C South End Park, Post Office Sarat Bose Road, Police Station Rabindra Sarobar (Formerly Lake), Kolkata 700 029,



V.C.T.I
NO. 729

Pikita Jain



V.C.T.I
NO. 732

MANOHARLALL MEET JAIN HUF

mmj
KARTA



724

PS VINAYAK COMPLEX LLP

Vinayak Kyal
Designated Partner

HALLMARK TRADECOM PVT. LTD.

Vinayak Kyal
Director / Authorised Signatory



V.C.T.I
NO. 742

EXALTED TRADING PVT. LTD.

Rakesh Tiwari
Director / Authorised Signatory
Rakesh Tiwari
Director / Authorised Signatory



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- (19) **RAINTREE ENCLAVE LLP**, having PAN **AAOFR3010M**, having LLPIN **AAA-8721**, a limited liability partnership incorporated under Limited Liability Partnership Act, 2008, having its registered office situated at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata 700 026, represented by its **Designated Partner UMESH KYAL**, having PAN **AGCPK9667R** and **AADHAAR 322167806519**, having Mobile No.9903542000, by faith Hindu, by nationality Indian, by occupation Business, son of Late Govind Ram Kyal, residing at 30C South End Park, Post Office Sarat Bose Road, Police Station Rabindra Sarobar (Formerly Lake), Kolkata 700 029;
- (20) **HALLMARK TRADECOM PRIVATE LIMITED**, having PAN **AABCH9740E**, having CIN **U51109WB2008PTC122216**, a Company governed by the Companies Act, 2013, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata 700 026, represented by its **Authorized Signatory UMESH KYAL**, having PAN **AGCPK9667R** and **AADHAAR 322167806519**, having Mobile No.9903542000, by faith Hindu, by nationality Indian, by occupation Business, son of Late Govind Ram Kyal, residing at 30C South End Park, Post Office Sarat Bose Road, Police Station Rabindra Sarobar (Formerly Lake), Kolkata 700 029;
- (21) **EXALTED TRADING PRIVATE LIMITED**, having PAN **AADCE1377L**, a Company governed by the Companies Act, 2013, having its registered office at 122/1R, Satyendra Nath Majumder Sarani, Post Office Kalighat, Kolkata-700026, Police Station Tollygunge, District South 24 Parganas, represented by its **Authorized Signatory PRAKASH MUSADDI**, having PAN **AIHPM8644H** and **AADHAAR 629680726679**, having Mobile No.9830065307, by faith Hindu, by nationality Indian, by occupation Service, son of Raj Kumar Musaddi, residing at 12B, Lord Sinha Road, Post Office Middleton Row and Police Station Shakespeare Sarani, Kolkata 700 071 and
- (22) **EVER GLOWING TRADING PRIVATE LIMITED**, having PAN **AADCE1378F**, a Company governed by the Companies Act, 2013, having its registered office at 122/1R, Satyendra Nath Majumder Sarani, Post Office Kalighat, Kolkata- 700026, Police Station Tollygunge, District South 24 Parganas, represented by its **Authorized Signatory PRAKASH MUSADDI**, having PAN **AIHPM8644H** and **AADHAAR 629680726679**, having Mobile No.9830065307, by faith Hindu, by nationality Indian, by occupation Service, son of Raj Kumar Musaddi, residing at 12B, Lord Sinha Road, Post Office Middleton Row and Police Station Shakespeare Sarani, Kolkata 700 071.

hereinafter collectively called "the **Owners**", (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include their heirs, executors, successors, legal representatives, nominees and/or successors-in-interest) of the **ONE PART**:



V.C.T. 1
No. 729

PS VINAYAK SMARTCITY LLP

Umish Kyal
Partner/Authorised Signatory

RAINTREE ENCLAVE LLP

Umish Kyal
Partner / Authorised Signatory

V.C.T. 1
No. 743

Alamgir Raza



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And

ZENITH CONCLAVE LLP, having PAN AABFZ6412A, having LLPIN - AAG-5471, a Limited Liability Partnership, having its registered office at 122/1R, Satyendra Nath Majumder Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata 700026, represented by its Designated Partners, (1) UMESH KYAL, having PAN AGCPK9667R and AADHAAR 322167806519, having Mobile No.9831151592, by faith Hindu, by nationality Indian, by occupation Business, son of Late Govind Ram Kyal and (2) RAHUL KYAL, having PAN AGHPK1359F and AADHAAR 748707934912, having Mobile No.9831151598, by faith Hindu, by nationality Indian, by occupation Business, son of Balkrishan Kyal, both are residing at 30C South End Park, Post Office Sarat Bose Road, Police Station Rabindra Sarobar (Formerly Lake), Kolkata 700 029, hereinafter referred to as the "Developer" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, legal representatives, nominees, successor or successors in office) of the OTHER PART:

WHEREAS:

A. The Owners herein, are the absolute owners of (1) All That the piece or parcel of Plot of Land containing by measurement an area of 162 (one hundred and sixty two) Decimal be the same a little more or less together with buildings and other structures whatsoever lying erected and/or built thereat situated lying at and comprised in R.S./L.R. Dag No. 122, at Mouza Kochpukur, J.L. No. 02, under L.R. Khatian Nos.1026, 1023, 1187, 1031, 1188, 1189, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198 and 1190, Police Station Kolkata Leather Complex (formerly Bhangar), within the limits of Bamanghata Gram Panchayet, Sub-Registration District Bhangore, District South 24 Parganas, hereinafter referred to as the First Premises and (2) All That the piece or parcel of Plot of Land containing by measurement an area of 52 (fifty two) Decimal be the same a little more or less together with buildings and other structures whatsoever lying erected and/or built thereat situated lying at and comprised in R.S./L.R. Dag No. 123, at Mouza Kochpukur, J.L. No. 02, under L.R. Khatian Nos.1026, 1023, 1187, 1031, 1188, 1189, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198 and 1190, Police Station Kolkata Leather Complex (formerly Bhangar), within the limits of Bamanghata Gram Panchayet, Sub-Registration District Bhangore, District South 24 Parganas, hereinafter referred to as the Second Premises. The First Premises and the Second Premises hereinafter collectively referred to as the "Said Premises" more fully described in the *First Schedule* hereunder written.

B. The Developer herein on being approached by the Owners and also relying on the various representations and assurances given by the Owners with respect to the marketable title of the Said Premises, has agreed to



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undertake and carry out development of the Said Premises, morefully described in the *First Schedule* hereunder written and it has been decided and agreed by the Parties that, the Developer shall develop the Said Premises by constructing a ready to use residential cum commercial building/s ("**Project/Complex**") comprising of various commercial units, flats, car parking, and other space etc. capable of being held and enjoyed independently, on the agreed terms and conditions.

C. The Parties hereto have agreed to record in writing the various terms and conditions for Joint Development of the "Said Premises" and construction of the proposed Project at or upon the land comprised therein as hereinafter contained.

NOW THIS AGREEMENT WITNESSETH and it is hereby mutually agreed and declared by and between the Parties hereto as follows: -

1. **DEFINITIONS:** In these presents, unless it be contrary or repugnant to the subject or context, the under mentioned terms or expressions shall have meanings as follows: -
 - 1.1. "**Act**" - shall mean the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
 - 1.2. "**Architect**" shall mean the Architect/s who may be retained and/or appointed by the Developer for designing and planning of the said development work as also for supervising the carrying out of the said development work and construction of the proposed Project as per the sanctioned plan as also the Panchayat/ Municipal laws and the Building Rules;
 - 1.3. "**Applicable Law**" shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;
 - 1.4. "**Approvals**" shall mean and include any approvals, authorizations, permissions, no objection certificates, clearances, permits, sanctions, licenses, etc., in any form, whatsoever, including all renewals, revalidations, rectifications, revisions thereof and irrespective of its nomenclature which may be required under any Applicable Law from any Government Authority for sanction of Plans, construction, development, management, operation, implementation and for



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completing of the proposed Project, including any Completion Certificate and any Occupancy Certificate;

- 1.5. **"Association"** shall mean an association, syndicate, committee, body, society or company which would comprise one representative from each Units of the Complex as its members and which shall be formed or incorporated at the instance of the Developer for the Common Purposes with such rules and regulations as shall be framed by the Developer for the purpose of common use and enjoyment of the Common Areas, Installations and Facilities and otherwise;
- 1.6. **"Buyers"** shall mean and include the intending Buyers/ Transferees of flats, commercial units and other saleable spaces, at the Project;
- 1.7. **"Carpet Area"** of the Units mean and include the net usable floor area of an apartment or commercial unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment and the same subject to amendment as per the Act, local panchayet/municipal body and the prevailing state government statutes;
- 1.8. **"Car Parking Spaces"** shall mean and include car parking spaces both covered and open of the Project;
- 1.9. **"Commercial Units"** shall mean and include shops, show rooms, offices and other spaces meant for commercial use;
- 1.10. **"Common Parts"** shall mean and include the common parts and areas of the Project including entrances, corridors, lobbies, landings, stairs, paths, passages, ways, roof top common installation, underground and overhead water reservoirs, water pipes, water Pump and motor, Lifts, Lift well, Lift machine rooms and the sewerage and drainage connection pipes and other common areas, and spaces as may be meant for the common use and the same for the beneficial use and enjoyment of the units at the Project and the open spaces on the Ground floor level of the Project which are not identified as Common Areas by the Developer;
- 1.11. **"Change of Law"** shall mean any new law coming or new law given effect to after the Effective Date of any such laws which directly affects the Developer's and/or the Owners' performance under the Agreement in a material way;
- 1.12. **"Common Expenses"** - shall mean and include all expenses for maintenance, management, upkeep and administration of the



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Common Areas, Facilities and Amenities and for rendition of common services in common to the transferees and all other expenses for the Common Purpose including those as may be decided by Developer after sanction of plan to be contributed, borne, paid and shared by the buyers. Provided however the charges payable on account of generator, electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-charge;

- 1.13. "**Competent Authority**" shall mean and include the Municipality/*Gram Panchayat*/*Zilla Parishad* as also any other authorities empowered to approve and/or sanction the building plan by or under any law for the time being in force. And shall also include all other authorities as applicable for completion of the Project;
- 1.14. "**Date of Commencement Of Liability**" - shall mean the date on which the buyers of the units take actual physical possession after fulfilling all their liabilities and obligations in terms hereof or the date next after expiry of the Completion Notice for such unit irrespective of whether buyers of the units take actual physical possession or not, whichever is earlier;
- 1.15. "**Excluded Receipts**" - shall mean the amounts mentioned in the *Third Schedule* hereunder written and any other amounts as may be decided by Developer to be deposited/paid by the buyers/transferees of the units and in case of area allocation to the Owners, the owners or their respective transferees as the case may be to the Developer;
- 1.16. "**Development Work**" shall mean and include development of the "Said Premises" and construction of the proposed Project thereat by the Developer as per the Sanctioned Plan and also as per the Panchayet/Municipal laws and the Building Rules;
- 1.17. "**Developer's Allocation**" shall mean and include the 63.5% (sixty-three point five percent) of the Total Sale Proceeds, defined below, of the Units comprised in the Project as per the provisions contained in **Clause no. 14.3** hereunder and
- 1.18. "**Development Rights**" shall mean the right, power, entitlement, authority, sanction and permission of or being hereby granted to the Developer to:
- (i) Enter upon and take permissive possession of the Said Premises from the Owners for the purpose of development and construction of the Project/Complex thereon in accordance with the terms of this Agreement;




[Handwritten signature]

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- (ii) Appoint, employ or engage Architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development and construction of the Project/Complex in accordance with the Approvals;
- (iii) To carry out all the infrastructure and related works / constructions for the Complex, including water storage facilities, water mains, sewage lines, septic tank, storm water drains, recreation garden, electrical sub-stations and all other common areas and facilities for the total built-up area to be constructed on the Said Premises as may be required by the Architects of the Project in view of any Approvals, layout plan, or order of any Governmental Authority;
- (iv) To launch the Project for booking and receive advances and all other receivables including Excluded receipts for sale and transfer or otherwise of all Units and/or saleable areas in the Project/Complex and the Said Premises to the intending purchasers and transferees and to exercise full, exclusive and irrevocable marketing, leasing, licensing and sale rights in respect of all Units and/or saleable areas and related undivided interests in the Said Premises and for that purpose to issue application kits, brochures, allotment letters, provisional allotment letters and other communications and also to enter into agreements of transfer with all intending purchasers, in respect of all Units and/or saleable areas in the Project/Complex and to receive all receivables and proceeds as per the terms therein, give receipts and discharges therefor and transfer ownership, possession, use or occupation of all Units and/or saleable areas comprised in the Project to the respective intending purchasers / transferees and issue of No objection Certificate and execute tripartite agreement in favour of bank/financial institutes in case of Home loan obtained by the buyers;
- (v) Execute all necessary, legal and statutory writings, agreements and documentations including the declarations, affidavits and/or gift deeds for sanction of Plans, licensing or sale of all Units and/or saleable areas as envisaged herein and appear, admit execution of and present for registration before the jurisdictional Registrar or Sub-Registrar the documents for the same;
- (vi) Manage the Project and the Common Areas, Installations and Facilities constructed upon the Said Premises and also assist to




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form the Association and thereafter, to transfer / assign such right of maintenance to the Association and to hold all benefits, consideration etc. accruing from such maintenance of the Project in trust for the Association and handover the same to the Association;

(vii) Apply for and obtain any Approvals in its name or in the name of the Owners, as the case may be, including any temporary connections of water, electricity, drainage, sewerage and any other connection in the name of the Owners for the purpose of development and construction of the Project;

(viii) Generally, any and all other acts, deeds and things incidental or ancillary for the development of the Complex as more elaborately stated in this Agreement.

1.19. **"Force Majeure"** shall mean any event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise from and is not attributable to any acts, omission, breach or violation by such Party or any of its obligations under this Agreement but which arises from, or is attributable to acts of God, natural calamities, accidents, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightning, cyclone, typhoon, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder or other industrial action, strike, terrorist action, civil commotion or any Government or Court Order;

1.20. **"HIRA Account"** The Developer shall open a separate bank account as required under the said Act, with a bank acceptable to all Parties (**"HIRA Account"**) and deposit 100% (one hundred percent) of any and all monies to be received from the Buyers/Purchasers into this HIRA Account. All monies paid or payable by prospective buyers (including proceeds receivable on the sale of Units and car parks in the Project/Building and undivided interest in the said Property) shall be received by way of cheques/demand drafts/Bank transfer favouring the HIRA Account. No payment shall be received under any arrangement with any buyer other than by way of a cheque or demand draft or bank transfer favouring the said HIRA Account;

1.21. **"Maintenance-In-Charge"** shall mean any Association/Company to be formed or incorporated by the Developer for the Common Purposes having such rules, regulations and restrictions as may be



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deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained and shall include the Developer or such agency or any outside agency to be appointed by the Developer till the formation of such Association and handing over charge of the Complex by the Developer to the Association for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained;

- 1.22. **"Marketing"** - shall mean marketing and selling of any flat, unit, apartment, commercial units, car parking space and/or saleable space by the Developer either directly or through their marketing agency or otherwise;
- 1.23. **"Marketing Agency"** - shall mean any agency as may be appointed by the Developer for sale or marketing of the Units and Saleable Spaces comprised in the Complex;
- 1.24. **"Marketing Expenses"** -shall mean all expenses relating to or in connection with marketing of the Saleable Spaces comprised in the Complex, such as, fees or brokerage of Marketing Agents, advertisement expenses, model flat expenses (including civil cost), marketing office (including civil cost), brochures, outdoor and digital marketing campaigns, etc and such other expenses;
- 1.25. **"New Building(s)"** - shall mean the new buildings in the Complex to be constructed, erected and completed by the Developer in accordance with the Plan to be sanctioned on the Said Property/Premises;
- 1.26. **"Owners' Allocation"** shall mean and include **36.5% (thirty six point five percent)** of the Total Sale Proceeds, defined below, of the Units comprised in the Project as per the provisions contained in **Clause no. 14.2** hereunder AND each of the owners shall have their individual percentage in the Total Sale Proceeds which are as follows:

Name of Owners	Percentage(%)
Smt. Madhu Surana	5.90
Shrenik Surana	5.90
Saroj Kumar Surana	5.90
Smt. Komal Surana	2.07
Nishit Jain	5.00
Ms. Nikita Jain	1.97
Manohar Lall Meet Jain HUF	5.97



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Meet Jain HUF	5.97
Smt. Bina Jain	5.77
Smt. Nisha Jain	5.77
Meet Jain	4.03
Arvind Kumar Jain HUF	4.79
Smt. Rosy Jain	4.79
Bijay Kumar Jain HUF	4.79
Suman Property Pvt,Ltd.	4.79
Ps vinayak complex LLP	5.77
Ps vinayak smartcity LLP	5.77
Raintree Enclave LLP	5.77
Hallmark tradecom private limited	1.37
Exalted Trading Private Limited	3.18
Ever Glowing Trading Private Limited	3.18
Stylo Ventures Private Limited	1.56
	100

- 1.27. "Project" shall mean and include buildings consisting of residential Flats, parking spaces and commercial spaces to be constructed at or upon Land comprised in the "Said Premises" as per the sanctioned plan to be issued and/or approved by the competent authority and as per the Building Rules;
- 1.28. "Said Premises" shall mean and include the First Premises, being (1) All That the piece or parcel of Plot of Land containing by measurement an area of 162 (one hundred and sixty two) Decimal be the same a little more or less, together with buildings and other structures whatsoever lying erected and/or built thereat situated lying at and comprised in R.S./L.R. Dag No. 122, at *Mouza Kochpukur*, J.L. No. 02, under L.R. Khatian Nos. 1026, 1023, 1187, 1031, 1188, 1189, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198 and 1190, Police Station Kolkata Leather Complex (formerly Bhangar), within the limits of Bamanghata Gram Panchayet, Sub-Registration District Bhangore, District South 24 Parganas and Second Premises, being (2) All That the piece or parcel of Plot of Land containing by measurement an area of 52 (fifty two) Decimal be the same a little more or less, together with buildings and other structures whatsoever lying erected and/or built thereat situated lying at and comprised in R.S./L.R. Dag No. 123, at *Mouza Kochpukur*, J.L. No. 02, under L.R. Khatian Nos. 1026, 1023, 1187, 1031, 1188, 1189, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198 and 1190, Police Station Kolkata Leather Complex (formerly Bhangar), within the limits of Bamanghata Gram Panchayet, Sub-Registration District Bhangore, District South 24



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Parganas. The Said Premises being delineated on the **PLAN** annexed herewith and bordered in color **RED** thereon;

- 1.29. "**Sanctioned Plan**" shall mean and include the building Plan which shall be sanctioned and/or approved by the competent authority as also all other concerned government authorities for construction in one or more phases in respect of the proposed Project as also include the renewed, revised and/or modified and/or other Plans, elevations, designs, maps, drawings and other specifications;
- 1.30. "**Saleable Spaces**"- shall mean all constructed spaces, car parking spaces or other spaces in the new buildings or in the Complex capable of being dealt with or transferred;
- 1.31. "**Specification**" - shall mean the specification for the said Complex as mentioned in the *Second Schedule* hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect;
- 1.32. "**Title Deeds**" - shall mean the documents of title of the Owners in respect of the said Premises;
- 1.33. "**Transfer**" - with its grammatical variations shall mean transfer by executing and registering the deed of conveyance for transfer of the concerned unit along with impartible proportionate share in the land comprised in the said property;
- 1.34. "**Total Sale Proceeds**" shall mean and include the amounts as may be received, realised and/or collected by the Developer from the intending buyers towards consideration against "Flats", "Commercial Units" and car parking spaces etc. including but not limited to preferred location charges, floor escalation charges, which will be tendered by the intending buyer/s either in part or full, as applicable, excluding the **Excluded Receipts** specifically mentioned in *Third Schedule* hereunder and the marketing expenses as defined hereinabove;
- 1.35. "**Units**" shall mean and include the Flats (shall mean and include independent housing units with separate facilities for living, cooking and sanitary requirements, distinctly separated from other residential units within a building, which is directly accessible from an outer door or through an interior door in a shared hallway and not by walking through the living space of another household), Commercial Units and Car parking Spaces, which would be available for independent use and occupation at the said Project;



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- 1.36. "Regulations" - shall mean the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- 1.37. "Rules" -shall mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- 1.38. "Section" -shall mean a Section of the Act.

2. INTERPRETATIONS:

- 2.1. Any reference to statute shall include any statutory extension or modification and the re-enactment of such statute and the rules, regulations or orders made there under.
- 2.2. Any covenant by the Developer and/or the Owners not to do or commit any acts deed or thing shall mean and include their respective obligations not to permit such act or thing to be done or committed.
- 2.3. Reference to recitals, articles, clauses and the schedules shall be deemed to be reference for those in this Agreement.
- 2.4. The paragraph headings used in this Agreement are for convenience only and shall form part of this Agreement but not control the construction or interpretation of the clauses under the headings.
- 2.5. The recitals and the schedule and any other document referred to in this Agreement by reference shall form integral part of the Agreement.
- 2.6. In this Agreement, unless the context otherwise requires, any reference to words importing singular shall include the plural and vice versa and the words importing a gender shall include every gender and the references to persons shall include bodies corporate and unincorporated.

3. PURPOSE, APPOINTMENT AND DATE OF COMMENCEMENT

3.1. **Purpose:**

- 3.1.1. This Agreement is to set forth the terms and conditions with respect to and pertaining to the grant of the Development Rights by the Owners with respect to the Said Premises in favour of the Developer, the nature of the Project to be developed and completed by the Developer and the respective rights and obligations of the Parties.





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- 3.1.2. The Parties shall extend all cooperation to each other and do all such acts and deeds that may be required to give effect to and accomplish the purposes of this Agreement.
- 3.1.3. If, for any reason whatsoever, any term contained in this Agreement cannot be performed or fulfilled, then save and except any other rights the Parties respectively may have against the other under this Agreement or in law, the Parties shall meet explore and agree to any alternative solutions depending upon the changed circumstances, but keeping in view the spirit and objectives of this Agreement.
- 3.2. **Appointment:** The Parties hereby accept all other terms and conditions concomitant thereto including those mentioned in this Agreement. Pursuant to and in furtherance of the aforesaid confirmations, the Owners hereby appoint the Developer as the Developer of the Said Premises with right to execute the Project and the Developer hereby accepts the said appointment by the Owners.
- 3.3. **Commencement:** This Agreement shall be deemed to have commenced on and with effect from the date of execution hereof and shall remain valid and binding till the completion of the Project (which shall mean and include development of the Said Premises by constructing ready to use building/s, complex comprising of various independent flats, commercial units, car parking spaces, in habitable and useable condition) and also till the commercial exploitation of the Project either in full or as to be decided by and between the Parties and as stated hereinafter.
4. **MUTUAL COVENANTS:**
- 4.1. The Owners and the Developer jointly and severally represent and covenant with each other as follows:
- (a) The Parties are competent and have undisputed authority to enter into this Agreement and both the Owners and Developer are competent to perform their respective obligations hereunder.
- (b) This Agreement constitutes valid, legally binding and enforceable obligations;
- (c) Both the Owners and the Developer shall take such further steps and do or commit such further acts and also execute and deliver such further instruments and documents and generally to do all such other things as may be reasonably necessary to




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accomplish the Development of the Said Premises in such manner as contemplated in this Agreement; and

- (d) The execution and/or performance of this Agreement will not conflict with or cause a breach of or constitute a default under any judgment, injunction, order, decree or any agreement or other instrument binding upon the Owners and/or the Developer. In other words the mutual obligations and covenants as envisaged in this Agreement shall remain valid, undisturbed, binding on both the Parties, unless either of the Party is barred by any Order, Decree, Judgment of any court of competent jurisdiction which directly or in directly affect the Said Premises and/or this Agreement.

5. OWNERS' REPRESENTATIONS:

The Owners declare and confirm to have made the under-mentioned various representations and assurances to the Developer.

- 5.1. The Owners are the jointly and absolute owners in respect of the "Said Premises", more fully described in the *First Schedule* hereunder written.
- 5.2. The "Said Premises" are free from all encumbrances, mortgages, charges, *liens*, *lispendens*, claims, demands, liabilities, attachments, leases, tenancies, debutter, wakf and trusts whatsoever created made done or suffered by the Owners or Owners' predecessors-in-title.
- 5.3. The Owners have full power and absolute authority to enter into the instant Development Agreement as also to entrust the Developer for the development of the "Said Premises" and that there are no bar or restrain order of any Court of Law nor any other impediment of any nature for the Owners to entrust the development of the "Said Premises" to the Developer as per the terms herein recorded.
- 5.4. The Owners have not entered into any other Agreement and/or Arrangement and/or Understanding with any other person or party for sale and/or development or otherwise disposal of the "Said Premises" which is subsisting on the date of execution hereof.
- 5.5. The Land Revenue, municipal taxes/ panchayet taxes and all other rates, taxes and outgoings whatsoever on account and in respect of the "Said Premises" and the land comprised therein, have been paid up to date by the Owners and that in case of any amount being found to be lawfully due and payable on account of such rates and taxes for the period up to the date of this Agreement the Owners herein shall




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pay the same and in this regard. The Developer herein shall also be at liberty to pay the same in the name and on behalf of the Owners, subject to the term that the Owners shall pay and/or reimburse the same to the Developer for the period it is liable in terms of this Agreement.

- 5.6. The "Said Premises" are not affected by any acquisition or requisition proceeding nor is the same subject to any covenant, restriction, stipulation, easement or reservation or other such right, which may adversely affect the "Said Premises" and/or the development thereof.
- 5.7. The "Said Premises" are not adversely affected by any notice or proceeding under the provisions of the West Bengal Estates Acquisition Act 1953 and/or the West Bengal Land Reforms Act 1955 and/or the West Bengal Urban Land (Ceiling & Regulation) Act 1976.
- 5.8. There are no subsisting agreement or arrangement entered into by the Owners concerning sale, mortgage, lease, tenancy or otherwise transfer of the "Said Premises" or any part thereof nor is there subsisting any dealing of the Owners with the same in any manner whatsoever.
- 5.9. The "Said Premises" and/or the land comprised therein is not adversely affected by any provision of the West Bengal Estates Acquisition Act, 1953.
- 5.10. The Owners have not created any registered or equitable mortgage or any other mortgage or charge or lien on the said Property/Premises or any part thereof.
- 5.11. The Owners have not executed any power of attorney in respect of the said Property/Premises or any part thereof for any purpose whatsoever in favour of any person nor any power of attorney is in force as on the date of this Agreement.
- 5.12. The said Property is not affected by any attachment including attachment under any certificate case or any proceeding started at the instance of income tax authorities or other Government authorities under the Public Demands Recovery Act, 1913 as applicable, or under any other Acts/similar legislation or otherwise whatsoever or howsoever and there is no certificate case or proceeding against the Owners for realization of any arrears as contemplated above.
- 5.13. No suits and/or any other proceedings and/or litigations are pending against the Owners in respect of the said Property/Premises or any part thereof and the said Property/Premises is not involved in any




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civil, criminal or arbitration proceedings and no such proceedings and claims of any nature whatsoever are pending or threatened by or against the Owners in respect of the said Property/Premises or any part thereof.

- 5.14. Subject to what has been stated in this Agreement, the Owners have not done or permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the development of the said Property/Premises in the manner contemplated in this Agreement.
- 5.15. There is no dispute with any revenue or other financial department of the State or Central Government or with any other statutory or public authority in relation to the affairs of the said Property and there are no facts currently existing, which may give rise to any such dispute.
- 5.16. The Owners shall not, during the subsistence of this Agreement, transfer, alienate, encumber, mortgage, lease, create any charge and/or deal with the said Premises/Premises or any part thereof in any manner except as provided in this Agreement.
- 5.17. The execution of this Agreement constitutes valid and legally binding obligations of the Owners, enforceable in accordance with its terms.
- 5.18. The Owners and each of them shall indemnify the Developer in connection to any loss, damage, demands, claims, etc. which may arise due to any inherent defect in the title of the Owners over the said Premises.

6. DEVELOPER'S REPRESENTATIONS:

- 6.1. The Developer has sufficient knowledge and expertise in the matter of development of immovable properties and construction of new buildings.
- 6.2. The Developer has sufficient means of necessary finance for carrying out the development of the "Said Premises" and/or construction of the said Project thereat.
- 6.3. The Developer shall carry out and complete the development in respect of the "Said Premises" and/or construction of the said Project within **42 (forty two) months** with grace period of further **6 (six) months** from the date of WBHIRA registration and issuance of Sanctioned Plan and the same strictly in accordance with the plan to be obtained/ sanction from and/or approved by the competent authority and the same as per the relevant Municipal Laws/ Panchayat Laws as may be applicable and building Rules relating to



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the development of immovable properties and/or construction of new Project and further strictly as per the provisions contained in these presents.

7. DEVELOPMENT WORK:

- 7.1. The Owners being desirous of development of the Said Premises has duly appointed and/or hereby appoint the Developer as the Developer and/or Builder and further entrusted to the Developer herein the exclusive right to undertake and carry out development of the "Said Premises" and construction of the said Project thereat as per the sanctioned plan and on the terms and conditions herein recorded.
- 7.2. The Developer hereby accepts its appointment as the Builder and/or Developer in respect of the "Said Premises" and further agree to undertake and carryout the said project of development of the "Said Premises" and construction of the proposed Project as per the Sanctioned Plans thereat in the manner and within the time and on the terms and conditions herein recorded.
- 7.3. The Owners hereby agree to allow the Developer to undertake development of the "Said Premises" in accordance with the 'Sanctioned Plan'.
- 7.4. The Development contemplated in this Agreement is not in the nature of a Partnership or an Association of Persons as contemplated either under the Indian Partnership Act, 1932 or under the Income Tax Act, 1961 or an agency or a joint ownership or any other legal relationship between the parties hereto except as specifically provided herein.
- 7.5. The Owners should be allowed uninterrupted and unhindered right to inspect the development without prior permission of the Developer during normal working hours.
- 7.6. It is hereby expressly agreed by and between the parties hereto that the possession of the "Said Premises" for development is not being given nor intended to be given to the Developer in part performance as contemplated by Section 53A of the Transfer of Property Act, 1882.
- 7.7. The Parties hereby declare and confirm that by virtue of the Developer entering upon the "Said Premises" for carrying out the works of development and construction, the same will not amount to taking over of possession of the "Said Premises" for development. It is expressly agreed and declared that juridical possession of the "Said Premises" for development shall vest in the Owners until such time the development is completed in all regards.



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8. DEVELOPER'S OBLIGATIONS/COVENANTS:

- 8.1. In consideration of the premises aforesaid and subject to the provisions contained in these presents, the Developer hereby agrees and undertakes to carry out the Development Work of the "Said Premises" and/or construction of the said Project and the same in accordance with the sanctioned plans and as per the municipal/*panchayat* laws and building rules and upon observing fulfilling and performing all the terms and conditions of this Agreement.
- 8.2. The Developer shall duly apply for and obtain necessary plans duly sanctioned by the competent authority as also all necessary permissions, clearances, approvals and No objections from the competent authority and/or the concerned departments as may be required for carrying out and completing the development of the "Said Premises" and/or construction of the said Project in one or more phases as per provision of Municipal/ Panchayet Laws. The Developer shall cause to be prepared the plans for construction of the Complex by causing and ensuring the consumption of maximum permissible Floor Area Ratio (FAR).
- 8.3. The Developer shall also be responsible for soil testing, ground leveling at its own costs.
- 8.4. The Developer herein, shall be responsible to arrange all finances and/or funds and/or moneys as may from time to time be necessary or required for completing and/or carrying out development of the "Said Premises" and/or construction of the said Project and in this respect, the Owners shall not in any manner be liable or responsible.
- 8.5. The Developer shall not require the Owners to provide finance for the project and/or to pay the costs of carrying out and/or completing the development of the "Said Premises" and/or construction of the proposed Project.
- 8.6. The development of the "Said Premises" and/or construction of the said Project shall be made and the same complete in all respect including installation of lifts, electrical connection and fittings, water pumps, municipal water, sewerage and drainage connections, plumbing and sanitary fittings as also overhead and under-ground water reservoirs and all other common parts. All the Flats and Commercial Units in the said Project shall be made habitable in accordance with the agreed Specifications mentioned in the *Second Schedule* hereunder written.




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- 8.7. The development work and/or construction of the said Project shall be carried out and/or completed by use of standard building materials, sanitary and electrical fittings and the same as per the specifications mentioned in the *Second Schedule* hereunder written and also as may be approved and recommended by the Architect. In carrying out the construction of the said Project, the Developer shall use the steel and cement strictly as per the agreed Specifications and otherwise as per sizes and quality as may be recommended by the Architect. It is made clear that no sub-standard material shall be used for carrying out or completing the construction of the said Project.
- 8.8. The Developer herein shall solely be responsible for the structural stability of the building and for the soundness of the construction and be liable for all claims and actions, which may arise due to deviation from the sanctioned plan and/or infringement or violation of the municipal/panchayet laws or other state laws and/or in respect of workmanship or quality of materials used and/or for any delay or default in respect of the construction and completion of the Project and/or for any delay or default pertaining to the Occupation Certificate and other clearances and permissions in respect of the Project.
- 8.9. The Developer shall keep the Owners indemnified and harmless against all third party claims and actions arising out of any act of commission or omission on the part of the Developer in relation to its obligations towards the development of the "Said Premises" and/or construction of the said Project.
- 8.10. The Developer shall duly apply for and obtain electricity, water, sewerage, drainage and other connections at the Project and shall also obtain necessary occupation certificate from the Municipality/Gram Panchayat as be required under the statutes.
- 8.11. The Developer herein shall, unless prevented by Force Majeure reasons, (a) carry out and complete the development of the "Said Premises" and construction of the Project and (b) obtain completion certificate from the Architect of the Project and also (c) apply for occupation certificate in respect of the project from the Municipality/Gram Panchayet and/or the Zilla Parishad and/or competent authority, all positively within **42 (forty two) months** from the date of WBHIRA Registration approval and/or sanction of the Plans, in respect of the proposed building from the Competent Authority with a grace period of 6 (six) months (hereinafter referred to as the "**Project Completion Date**").




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- ★ 8.12. The Developer shall complete the construction work of the said Project within the period as contemplated in *Clause 8.11* hereinabove. In case the construction work is stopped owing to Force Majeure, the time so wasted will be excluded from the time limit of construction period.
- 8.13. The Developer herein shall not be considered to be liable for any default or breach of its obligations hereunder to the extent that the performances of such obligations are prevented by the existence of the force majeure causes. The obligations of the Developer shall remain suspended during the duration of the force majeure and further keep the Owners informed of the same.
- 8.14. The Developer herein shall, notwithstanding anything to the contrary contained in this Agreement, solely be responsible for planning the project, development of the "Said Premises" and construction of the proposed Project, making publicity and marketing the project and also selling or otherwise disposing of the "Flats" and "Commercial Units" and also "other saleable spaces" of the Project and for management, maintenance and administration of the Project and its Common Parts until handing over to the Association and to observe, fulfill and perform all the terms and conditions hereof in connection therewith.
- 8.15. The Developer shall facilitate the Owners for compliance of all their obligations.
- 8.16. The Developer shall adhere to and abide by its duties and responsibilities under this Agreement and as per the Applicable Laws including HIRA. The Developer shall neither directly or indirectly, undertake or cause/permit to be undertaken, any activity which is either illegal or in-contravention of the provisions of this Agreement and/or the Applicable Laws;

9. **OWNERS' OBLIGATIONS/COVENANTS**

- 9.1. The Owners herein shall bear and pay the land revenue, municipal taxes and all other rates, taxes and outgoings on account and in respect of the "Said Premises" till the date of execution of this Agreement.
- 9.2. The Owners undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed in the manner contemplated herein.



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- 9.3. The Owners shall not in any manner transfer or otherwise encumber their respective ownership right and further maintain good and marketable title in respect of the "Said Premises" till the sale of the proportionate share in the "Said Premises" in favour of the intending buyers and further duly reply and comply with the requisitions as may from time to time be made by or on behalf of the intending buyers and/or bankers.
- 9.4. The Owners shall as per its obligation, render its best co-operation and assistance to the Developer in the matter of the Developer commencing, carrying out and completing the development of the "Said Premises" and/or construction of the said Project, as may from time to time be necessary or required.
- 9.5. The Owners shall not do nor permit anyone to do or commit any act deed matter or thing, which may in any manner cause obstruction and/or interference in the Developer carrying out and completing the development of the "Said Premises" and/or construction of the said Project by the Developer.
- 9.6. The Owners shall sign, execute and deliver all necessary papers, applications, plans, sketches, maps, designs and other documents as may from time to time be prepared by the Developer at the costs and expenses of the Developer in conformity of the terms and conditions hereof and required by the Developer for obtaining original Sanctioned Plan from the Competent Authority in the name of the Owners. The Owners shall render all sorts of co-operation to the Developer, as may be required by the Developer to complete the intending development work of the "Said Premises".
- 9.7. The Owners shall from time to time sign execute and deliver all applications, papers, documents and declarations as may be required to enable the Developer to apply for and obtain telephone, gas, electricity, internet, telex, sewerage, water, drainage connections and other public utility and essential services in or upon the said Project and/or as may be required for carrying out and/or completing the said development work and/or construction of the Project.
- 9.8. The Owners shall sign, execute and deliver all necessary papers, applications and other documents as may from time to time be prepared by the Developer at the costs and expenses of the Developer in conformity of the terms and conditions hereof and required by the Developer for obtaining conversion of the Said Property from the Competent Authority as may be required by the Developer in the name of the Owners. The Owners shall render all sorts of co-



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operation to the Developer, as may be required by the Developer for conversion of the Said Premises.

- 9.9. The Owners shall sign, execute and deliver all necessary papers, applications and other documents as may from time to time be prepared by the Developer in conformity of the terms and conditions hereof and required by the Developer for obtaining all requisite statutory clearances/permissions/approvals under various Acts, including but not limited to clearances under (1) West Bengal Land Reforms Act, 1955 and (2) Urban Land (Ceiling & Regulations) Act, 1976 from the Competent Authority as may be required by the Developer in the name of the Owners. The Owners shall render all sorts of co-operation to the Developer, as may be required by the Developer in this regard.
- 9.10. It is further clarified that if any other clearances, certificates, no objection certificates, conversions, mutations etc., in respect of the "Said Premises" is required whether for the purpose of sanction or construction or anything relating thereto, the Developer shall obtain the same in the name of the Owners.
- 9.11. However, if any existing clearances, certificates, no objection certificates, conversions, mutations already obtained by the Owners and provided to the Developer are found to be defective or unlawfully obtained, the Developer would apply for and obtain the same in the name and at the risk and cost of the Owners. Provided also that in the event of the existing clearance Certificates, No-objection Certificates, Conversions and Mutations already obtained by the Owners are found to be defective or unlawful, should the Developer despite its efforts is not able to obtain such Clearance Certificates, No-objection Certificates, Conversions and Mutations, the Developer shall not in any manner be liable for the same.
- 9.12. It is further clarified that if the Owners' title and/or representation in respect of the "Said Premises" as aforesaid is found defective or untrue, then the Developer will rectify the same and/or settle the dispute and/or claim thereof on behalf of the Owners and the loss or expenses incurred by the Developer with regard to the said rectification and/or settlement of the said dispute and/or claim shall be adjusted from the Owners' Allocation at the first instance.
- 9.13. Simultaneously with the execution of this presents the Owners shall handover the Original Title Deeds to the Developer.
- 9.14. Subsequent to settlement of the revenue share account between the parties the Developer shall make over the original title deeds to the




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