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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL 2000662742/2020 W 578230
 Visit Commission Case No. 217/2020

DEVELOPMENT AGREEMENT

1. Date: 23rd June, 2020
2. Place: Kolkata

I certify that the document is admitted to registration. The Signature sheet and the endorsement sheets attached with this document are the part of this document.

Adl. District Sub-Registrar
 Sudder, South 24 Parganas

Md. Saad
 25/06/2020

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Rajwada Developers
28 Mahanaya Mandir - Brull.
Kt-87

স্বাক্ষর হালদার উপস্থিত ডেপুটি
সি.এস.ও. বা ডি.সি.ও. অফিসে

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3. Parties:

3.1 Owners: (1) **SRI RAJIV KUMAR GUPTA**, son of Sri Hiralal Gupta, by faith Hindu, by occupation Business, by Nationality Indian residing at 10/2A, Alipore Park Place, P.S. Alipore, Kolkata- 700027, having Income Tax **Permanent Account No. ADWPG0176E**, (2) **SRI HIRALAL GUPTA**, son of Late Gaya Prasad Gupta, by faith Hindu, by occupation Business, by Nationality Indian residing at 10/2A, Alipore Park Place, P.S. Alipore, Kolkata- 700027, having Income Tax **Permanent Account No. ADGPG4346J**, (3) **SRI KESHAV KUMAR GUPTA**, son of Sri Hiralal Gupta, by faith Hindu, by occupation Business, by Nationality Indian residing at 10/2A, Alipore Park Place, P.S. Alipore, Kolkata- 700027, having Income Tax **Permanent Account No. AFWPG1480M**, (4) **SRI SHIVAM GUPTA**, son of Sri Rajiv Kumar Gupta, by faith Hindu, by occupation Business, by Nationality Indian residing at 10/2A, Alipore Park Place, P.S. Alipore, Kolkata- 700027, having Income Tax **Permanent Account No. ATHPG1197N**, (5) **SRI NRIPESH GUPTA**, son of Sri Keshav Kumar Gupta, by faith Hindu, by occupation Business, by Nationality Indian residing at 10/2A, Alipore Park Place, P.S. Alipore, Kolkata- 700027, having Income Tax **Permanent Account No. AXWPG4446K**, (6) **SMT MONIKA GUPTA**, wife of Sri Keshav Kumar Gupta, by faith Hindu, by occupation Business, by Nationality Indian residing at 10/2A, Alipore Park Place, P.S. Alipore, Kolkata- 700027, having Income Tax **Permanent Account No. ADTPG6039K**, (7) **R.K. INVESTMENT**, a registered partnership firm having its registered office at 81, Bentinck Street, Police Station Bowbazar, Post Office Lalbazar, Kolkata - 700001 and Income Tax **Permanent Account No. AADFR9444C**, represented by one of its Partners **Rajiv Kumar Gupta**, son of Hiralal Gupta, by religion Hindu, by occupation Business, Citizen of India, residing at 10/2A, Alipore Park Place, Police Station Alipore, Post Office Alipore, Kolkata - 700027 having Income Tax **Permanent Account No. ADWPG0176E** and hereinafter referred to as "**OWNERS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in case of the individuals, their respective heirs, successors, executors,

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✓ Moula Gupta



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✓ Bikal Agarwal



Debanjan Sarkar
S/o Debasis Sarkar
1159, N.S. C Box Road
Kolkata - 103

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administrators, legal representatives and assigns and in case of the company, its successors-in-interest and assigns and in case of the partnership firm from time to time and their respective heirs, successors, executors, administrators, legal representatives) of the **ONE PART**

AND

3.2 Developer: M/S. RAJWADA DEVELOPER, (PAN- AARFR9646N), a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Garia, Police Station - Narendrapur (formerly Sonarpur), Kolkata - 700084, duly represented by its Partners namely, (1) SRI PARVEEN AGARWAL, (PAN - AGPPA1802M), (2) SRI BIKASH AGARWAL, (PAN- AHAPA8484B) and (3) SRI RAJ KUMAR AGARWAL, (PAN- AHAPA8485A), all are sons of Late Rajendra Kumar Agarwal, all are by faith-Hindu, by Nationality- Indian, by occupation- Business, residing at 26, Mahamaya Mandir Road, Mahamayatala, Garia, Police Station - Narendrapur (formerly Sonarpur), Kolkata- 700084, District-South 24-Parganas, represented by their Constituted Attorney SRI BIKASH AGARWAL, (PAN - AHAPA8484B), son of Late Rajendra Kumar Agarwal, by occupation- Business, by virtue of a General Power of Attorney which was duly registered on 03/08/2015 before the office of the A.D.S.R. at Garia and recorded in its Book No. IV, Volume No. 1629 - 2015, Pages from 1590 to 1601, Being No. 000297 for the year 2015, residing at 26, Mahamaya Mandir Road, Police Station - Narendrapur (formerly Sonarpur), P.O. Garia, Kolkata- 700084, District-South 24-Parganas, hereinafter called and 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 successors-in-interest and assigns) of the **OTHER PART.**

Owners and Developer are individually referred to as "Party" and collectively as "Parties".

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

4. **Subject Matter of Agreement:** Agreement between the Owners and the Developer with regard to development of ALL THAT the pieces and parcel of land together forming one large contiguous plot together measuring about **76 decimals** equivalent to about **46 Cottahs** and comprised in different Dags situated and lying at Mouza - Ukhila Paik Para, P.S. Sonarpur, J. L. No. 56, R. S. No. 147, within the local limits of Rajpur Sonarpur Municipality under Ward No.26, District South 24-Parganas together with structures constructed thereon and morefully described in the **First Schedule** hereunder written ("**said Property**").

5. **Representations, Warranties and Background**

5.1 **Owners' Representations:** The Owners have represented and warranted to the Developer as follows:

1. **Ownership of said Property:** The Owners are the owners of the said Property which is free from encumbrances and the details of the Deeds of Conveyance whereby the Owners purchased the said Property are mentioned in the **Second Schedule** written hereunder.
2. **Possession:** The said Property is in the possession of the Owners and is enclosed within boundary walls.
3. **Taxes:** All municipal rates, taxes, outgoings, land revenue etc relating to the said Property including to Rajpur Sonarpur Municipality and the B.L. & L.R.O have been and/or shall be paid by the Owners for the period up to the date of execution of this Agreement.
4. **Custody of Title Deeds:** The original documents of title mentioned in the **Second Schedule** hereunder written in

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respect of the said Property (hereinafter referred to as the "**Original Title Documents**") are in exclusive possession and custody of the Owners and no other person or entity has any right or entitlement in respect of the same save and except an Indenture of Conveyance dated 15th April, 1988 between B.D. Bansal as Vendor and Hiralal Gupta as Purchaser and registered at the office of Additional District Sub-Registrar, Sonarpur Being no. 2225 of 1988 which is in the custody of Bank of India, Kolkata main branch, but before starting of the Project the Owners shall clear all the loan and release all the deeds.

5. **No Guarantee:** No guarantee and/or corporate guarantee that may affect the said Property in any manner at any time whatsoever have been given by the Owners.
6. **No Legal Proceedings:** No suits and/or other legal proceeding have been filed and/or are pending regarding the said Property or any portion thereof and there are no orders of any Court or any other authority affecting the said Property or any portion thereof and/or the right title and interest of the Owners herein.
7. **No Previous Agreement:** The Owners have not in any way dealt with the said Property or any part thereof whereby the right, title and interest of the Owners as to the ownership, use, enjoyment, development and/or sale of the said Property or any part thereof is or may be affected in any manner whatsoever and has not entered into any agreement, arrangement or understanding whatsoever with any person or entity for sale, transfer, lease, development or otherwise dealing with or disposing off the said Property or any part thereof and has not created any third party rights whatsoever.
8. **No Restriction:** There is neither any restriction on sale, transfer or development of the said Property nor any subsisting



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order, proceeding, notification, declaration or notice affecting the said Property and no part of the same has been vested, acquired, requisitioned, attached and/or affected under any law and/or by anybody or authority.

9. **Authority:** The Owners have full right, power and authority to enter into this Agreement and there is no legal bar or impediment regarding the same.

5.2 **Developer's Representations:** The Developer has represented and warranted to the Owners as follows:

1. **Infrastructure, Expertise and Financial Capacity of Developer:** The Developer is carrying on business of construction and development of real estate and has necessary infrastructure and expertise in this field as also the financial capacity and resources to successfully undertake complete and finish the development of the said Property within the agreed time.
2. **No Abandonment:** The Developer shall not abandon, delay or neglect the Project in any manner and shall accord the necessary priority thereto.
3. **Authority:** The Developer has full right, power and authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist and that there is no legal bar or impediment regarding the same.
4. **Due Diligence:** Based on the documents produced by the Owners as herein recited, the Developer is prima facie satisfied regarding the right, title and interest of the Owners in respect of the said Property.

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5.3 **Background:** The Developer has expressed its interest to take up the development of the said Property by construction of the New Buildings ("**Project**"). Pursuant to the above, the parties agreed to the final terms and conditions for the Project, which are being recorded in this Agreement.



6. **Basic Understanding:**

6.1 **Agreement:** The Owners shall at their own costs make available for the purpose of development, the said Property with a marketable title free from all encumbrances and liabilities whatsoever. The Developer shall at its own costs develop the said Property and shall construct new residential and commercial buildings with specified areas, amenities and facilities to be enjoyed in common ("**New Buildings**") as per mutually agreed specifications mentioned in the **Third Schedule** hereunder written and in accordance with the plans ("**Plans**") to be sanctioned by the Rajpur Sonarpur Municipality ("**Municipality**") and the saleable constructed spaces/apartments/flats and other rights in the new buildings ("**Units**") shall be transferable in favour of intending buyers ("**Transferees**"). The term 'Transferees' shall also include the Owners and the Developer in respect of any Unit(s) that may be retained by them respectively.

2. **Developer to have exclusive development right:** For the purposes of development, construction and commercial exploitation, the Owners are hereby granting to the Developer the exclusive right and authority to develop the said Property and construct the New Buildings and to take all steps in terms of this Agreement.

7. **Appointment and Commencement**

7.1 **Appointment and Acceptance:** The Parties hereby accept the Basic Understanding between them as recorded in Clause 6 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Consequent thereto, the



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Owners hereby appoint the Developer as the developer of the said Property with exclusive right to execute the Project in accordance with this Agreement. The Developer hereby accepts the said appointment by the Owners.

2. **Commencement and Tenure:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed or till this Agreement is terminated in the manner stated in this Agreement.

7.3 **License:** Simultaneously with the execution of this Agreement, the Owners have granted exclusive license to the Developer to develop the said Property and to enter into the said Property in its entirety for the purpose of development in terms of this Agreement and to take all steps for carrying out survey, soil testing and all other development and construction related works at the said Property and further to take all steps for development and sale in terms of this Agreement for the implementation of the Project. It is expressly made clear that neither any transfer in terms of Section 2(47) of the Income Tax Act, 1961 nor any transfer of possession under Section 53A of the Transfer of Property Act, 1882 is intended or can be construed by anything contained herein.

8. Conversion, Sanction, Approvals and Construction

8.1 **Conversion:** The Developer shall within 1 (one) month from the date when mutation of the said Property is completed, apply for at its own costs and responsibility and get the nature, character and use of the said Property in its entirety converted in accordance with law for enabling development and construction of the Project and obtain conversion certificates/orders regarding the same.

8.2 **Urban Land Ceiling:** The Developer shall be responsible for obtaining the clearance, permission and/or no objection under the Urban Land (Ceiling & Regulation) Act, 1976 and the West Bengal Land Reforms





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Act, 1955 for the Project within 3 (three) months from the date of conversion being completed by the Developer in accordance with Clause 8.1 above. All costs, charges and expenses for the same shall be borne and paid by the Developer.

8.3 **Sanction & Approvals:** The Developer shall at its own costs and responsibility get the building plans for the Project ("**Plans**") prepared by the Architects and obtain written approval of the Owners thereon. After such approval by the Owners, the Developer shall get the Plans sanctioned by the Municipality in the manner that the maximum permissible area is sanctioned Within 7 (seven) months from the date of mutation of the said Property is completed, the Developer shall obtain the sanction of the Plans from the Municipality, subject to the fact that all the papers are clear. The Developer may make modifications, changes and/or revisions in the Plans as it may deem necessary and obtain revised and/or fresh building plans from the Municipality at its own costs from time to time and the Owners shall be informed in advance about such modifications, changes and/or revisions. The Developer shall obtain the sanction of the Plans as also other approvals, permissions, clearances, consents, no objections, registrations, licences etc. (collectively "**Approvals**") required for the Project. The Owners agree and undertake to sign and execute all necessary applications, maps, plans, forms, affidavits, undertakings, indemnities documents, papers etc. as may be required from time to time regarding the Approvals. All costs, charges, expenses, outgoings and fees for the Approvals (including development fee, sanction fee etc) and any modifications thereto shall be borne and paid by the Developer. However, in case of any Approvals being necessary because of modifications/changes being made in any Unit at the request of the Transferees of such Unit, then the costs, charges, expenses, outgoings and fees for the same shall be borne and paid by the concerned Transferees.

8.4 **Architects and Consultants:** The Architects and the other consultants for the Project shall be appointed and changed by the Developer in consultation with the Owners. All fees, costs, charges and expenses payable to them shall be paid by the Developer.

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- 8.5 **Demolition of Existing Building and Removal of Debris:** The Developer shall complete the demolition of the existing structures and take away, remove and/or dispose of the materials, salvage, debris etc so that the site is in an appropriate condition to commence construction of the New Buildings. The net sale proceeds of the materials, salvage, debris etc. available on demolition of the existing building and other structures in the said Property after deduction of demolition cost shall be made over by the Developer to the Owners.
- 8.6 **Construction of New Buildings:** The Developer shall commence construction of the New Buildings within 3 (three) months from the date of sanction of the building plan. The Developer shall, at its own costs and expenses, construct, erect and complete the New Buildings in accordance with the sanctioned Plans and as per the specifications mentioned in the **Third Schedule** written hereunder or such other specifications as may be mutually agreed between the Owners and the Developer ("**Specifications**").
- 8.7 **Completion Time:** The Developer shall, at its own costs and expenses, construct, erect and complete the New Buildings in accordance with the Plans and the mutually agreed Specifications within a period of 42 (forty two) months from the date of sanction of the Plans by the Municipality ("**Completion Time**"). For any delay thereafter not attributable to Force Majeure, the Developer shall be entitled to a further grace period of 6⁶ (six) months from the date of expiry of the Completion Time ("**Grace Period**").
- 8.8 **Common Portions:** The Developer shall at its own costs, construct and/or install and/or make available in the New Buildings, the common areas, amenities and facilities (collectively "**Common Portions**").
- 8.9 **Building Materials:** The Developer shall be authorized to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities required for the construction of the New Buildings.

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- 8.10 **Utility Connections:** The Developer shall be entitled to use any existing electricity, water and any other utility connection at the said Property and shall be liable to pay the costs, charges and expenses for the same. The Developer shall be authorized in the name of the Owners to apply for and obtain temporary/permanent connections of water, electricity, drainage, sewerage and other utility connections.
- 8.11 **Co-operation:** Neither Party shall indulge in any activities that may be detrimental to the development of the said Property and/or may affect the mutual interest of the Parties. Both parties shall provide all cooperation that may be necessary for successful completion of the Project.
- 8.12 **Supplementary Agreement:** Both the Parties hereby undertake that they shall sign Supplementary Agreement in pursuance with this Agreement, in future, if necessary.
9. **Deposit of Original Title Documents:** The Original Title Documents of the said Property shall continue to remain in the physical possession and custody of the Owners who shall be responsible for keeping the same safe and unobliterated. Neither the Original Title Documents shall be handed over to or deposited with any other person or entity nor any mortgage, charge, lien, encumbrances, security, right, entitlement, obligation etc. shall be created in respect of the same by the Owners in any manner whatsoever. However, as and when the Original Title Documents are required by the Developer for any purpose relating to the Project including producing the same before the statutory authorities and bodies and/or intending purchasers, and/or for obtaining Project Finance in terms of Clause 13.1, the Owners shall on the prior written request by the Developer, either hand over the Original Title Documents to the Developer or arrange for inspection of the same and/or provide photocopies of the same, as the case may be. Upon completion of the Project, the Original Title Documents shall be handed over to the Association that may be formed for the purpose of the common maintenance of the New Buildings.





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10. Power of Attorney: Simultaneously with the execution of this Agreement, the Owners have jointly granted to the Developer and/or its authorized representatives, a Power of Attorney for the purpose of, inter alia, getting the Plans sanctioned, obtaining all necessary Approvals for the Project and for entering into agreements for sale of the saleable spaces comprised in the Developer's Allocation in the New Buildings. The power for entering into Agreements for sale of the saleable spaces in the New Buildings shall become effective only after sanction of the Plans and obtaining of all Approvals required for commencement of construction and till that time no agreement for sale/transfer of any portion of the New Buildings in any manner whatsoever shall be made, entered into or executed though booking/allotment on soft launch basis can be made by the Developer. Notwithstanding grant of the aforesaid Power of Attorney, the Owners hereby undertake that they shall execute all necessary papers, documents, plans, etc. for enabling the Developer to perform its obligations and exercise all its rights and entitlements under this Agreement.

11. Allocations

11.1 Owners' Allocation:

- (a) **Owners' Allocation:** The Developer shall, at its own costs and expenses, construct, finish, complete and make available to the Owners in terms of this Agreement, (1) 40% (forty percent) of the saleable area of the New Buildings, (2) an undivided, indivisible, impartible, proportionate, variable share and/or interest in the Common Portions at the said Property and (3) an undivided, indivisible, impartible, proportionate, variable share and/or interest in the land comprised in the said Property.

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(b) **Owner's Deposit:** The Developer shall pay to the Owners an interest free refundable deposit of Rs. 1,00,000/- (Rupees One Lac only) by cash at the time execution of this Agreement for Development.

The Owners hereby admit and acknowledge receipt of a sum of Rs. 1,00,000/- (Rupees one Lac) only shall refund in the following manner:

- i) 25% (twenty five per cent) of the total refundable deposit shall be refunded within 30 (thirty) days of completion of the super structure of the New building.
- ii) 25% (twenty five per cent) of the total refundable deposit shall be refunded within 30 (thirty) days of internal completion and finishing of the Units in the New Buildings as per the specification mentioned in the Third Schedule hereunder written.
- iii) 40% (forty per cent) of the total refundable deposit shall be refunded within 30 (thirty) days of the Owners receiving physical possession of the Units comprised in the Owners Allocation in the New Buildings; and

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- iv) 10% (ten per cent) of the total refundable deposit shall be refunded within 30 (thirty) days of the Owners receiving from the Developer photocopy of the Full Completion/Occupancy Certificate for the Project issued /granted by the Municipality.

11.2 Developer's Allocation: The Developer shall be entitled to 60% (sixty percent) of the saleable area of the New Buildings, (2) an undivided, indivisible, impartible, proportionate, variable share and/or interest in the Common Portions at the said Property and (3) an undivided, indivisible, impartible, proportionate, variable share and/or interest in the land comprised in the said Property (collectively "**Developer's Allocation**").

12. Dealing with Respective Allocations

12.1 Agreement for Demarcation of Respective Allocation: Within 7 (Seven) days of the sanction of the Plans the Parties shall enter into an agreement for allocating, earmarking and demarcating the respective allocations of the Owners and the Developer based on such Plans in an equitable manner. If subsequently there are any further modifications/changes/ variations in the Plans, then the Parties shall further execute another agreement to vary, amend and/or modify their respective allocations, if necessary. The Owners' Allocation and the Developer's Allocation shall be transferable in favour of the Transferees.

12.2 Sale by Owners The Owners shall be absolutely and exclusively entitled to the Owners' Allocation under this Agreement and shall have exclusive right to sell, transfer, deal with and dispose of the same in any manner whatsoever and receive all considerations,






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amounts and payments in respect of the same without any right, claim or interest therein whatsoever of the Developer. The Developer shall join the Agreements for Sale, Deeds of Conveyances and other deeds and documents in favour of the Transferees of the Owners' Allocation and shall execute and if necessary, register the same. It is clarified that the amounts receivable by the Developer under Clause 19.1 shall be utilized by the Developer for the respective purposes which they are meant for provided however the Developer shall be required to account for the same and in case of any deficit the Owners shall not have any obligation and only the Developer shall contribute the same.

12.3 Sale by Developer: The Developer shall be absolutely and exclusively entitled to the Developer's Allocation with exclusive right to sell, transfer, deal with and dispose of the same in any manner whatsoever and receive all considerations, amounts and payments in respect of the same without any right, title, claim or interest therein whatsoever of the Owners. The Owners shall join the Agreements for Sale, Deeds of Conveyances and other deeds and documents in favour of the Transferees of the Developer's Allocation and shall execute and if necessary, register the same. For such purpose the Owners shall grant a Power of Attorney in favour of the Developer and/or its nominees authorizing them to execute and register the same in the name of and on behalf of the Owners. Notwithstanding the above, possession for occupation of any Units comprised in the Developer's Allocation shall be made over to any Transferees and Deed of Conveyance / Transfer in respect of any of them shall be executed and/or registered in favour of any such Transferees after notice of completion is given by the Developer in terms of Clause 15.1.

12.4 Transfer in favour of Transferees: The Units in the New Buildings shall be sold and transferred in favour of the



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Transferees by initially entering into Agreements for Sale and ultimately transferring title by registered Deeds of Conveyance. The Owners and the Developer shall be parties in all such Agreements and Deeds of Conveyance. The costs of such Agreements and Deeds of Conveyance (both in respect of the Owners' Allocation and the Developer's Allocation) including stamp duty and registration fees (including deficit stamp duty and registration fees) and all legal fees and expenses incidental or related thereto shall be borne and paid by the respective Transferees.

- 12.5 Retaining of Units by Parties: The Owners may retain or the Developer may acquire at their respective option any Unit out of their allocation that is unsold at the relevant time at the market price prevalent at that time for sale of Units in the Project and intimate the same to the other party in writing. In such an event, such party shall have a right of first purchase and shall make payment of the sale consideration for such Unit as also the payments under Clause 19.1 in the same manner and at the same time as any other Transferee

13. Financials:

13.1 Project Finance:

- 13.1.1 Without in any way affecting the right of the Owners in respect of the Owners' Allocation nor creating any monetary liability on the Owners, the Developer shall, after completion of Piling, be entitled to obtain bank finance and/or loan facilities from any bank and/or financial institutions/entities in its own name for the purpose of this Project and for the aforesaid purpose the Developer shall be entitled to create a charge and/or mortgage over and in respect of the right, title and interest of the Developer under this Agreement and/or in respect of the said Property to the

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extent of the Developer's Allocation by creating an equitable charge and/or mortgage however without depositing the Original Title Deeds and the Owners agree and undertake to sign and execute all deeds documents and instruments as may be necessary and/or required.

13.1.2 It is hereby expressly agreed and declared that the Developer alone shall be liable for repayment of the loan amount and interest accrued thereon as also any penalty or other charge that may be payable in respect of the loan and in no event the Owners shall be liable and/or responsible for the same and the Developer shall keep the Owners and their respective successors saved, harmless and fully indemnified regarding the same as also of, from and against all costs, charges, claims, actions, suits and proceedings, if any in respect of the same.

13.1.3 The Developer undertakes that the finance so obtained by creating charge/mortgage in respect of the right, title and interest of the Developer under this Agreement and/or in respect of the said Property to the extent of the Developer's Allocation, will be utilized for the development of this Project only.

13.2 **Housing Loans:** The Transferees of saleable spaces in the New Buildings shall be entitled to obtain housing loans from Banks/Financial Institutions subject to the terms and conditions of the Agreement for Sale to be executed in their favour. The Owners and the Developer shall sign the necessary documents for the same.

13.3 **Goods and Service Tax (CGST & SGST):** The Service Tax and/or the Goods and Service Tax (if and when applicable) payable as per the rates applicable from time to time shall be payable by the Owners in respect of the Owners' Allocation and shall be payable by the Developer in respect of the Developer's Allocation. The Owners and the Developer shall keep each other fully indemnified regarding the above.

13.4 **Brokerage:** The brokerage payable for sales of the Units comprised in the Owners' Allocation shall be payable by the Owners and the





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brokerage payable for sales of the Units comprised in the Developer's Allocation shall be payable by the Developer. The Owners however shall at their costs have the option of appointing a separate agent for marketing and sales of the Owners' Allocation.

13.5 **Marketing:** The Project shall be marketed by the Developer who shall decide the marketing strategy, budget, selection of publicity material, media etc. The name and logo of the Developer as also the name and logo of 'GHG Gupta Group' being the group under the exclusive control and ownership of the Owners shall appear in all marketing materials and advertisements. The Owners shall contribute only 15 (fifteen) per cent of the costs for newspaper advertisements and hoardings and all the advertisement materials just for putting their logo thereon but they shall not claim any other marketing benefits. The rest of the marketing costs and expenses shall be borne and paid by the Developer.

14. **Municipal Taxes and Outgoings:** All Municipal rates, taxes and outgoings (collectively **Rates**) in respect of the said Property relating to the period (i) upto the date of this Agreement shall be borne, paid and discharged by the Owners (ii) from the date of this Agreement till the date of handing over possession to the Transferees shall be borne, paid and discharged by the Developer and (iii) from the date of handing over possession to the respective Transferees the Rates shall be borne, paid and discharged by the respective Transferees

15. **Completion & Maintenance:**

15.1 **Notice of Completion:** Upon the construction of the New Buildings being completed as per the certificate from the Architects and as per the Specifications mentioned in the **Third Schedule** hereunder written or such other specifications as may be mutually agreed between the Owners and the Developer, the Developer shall give a written notice to the Owners and the date of such notice shall be deemed to be the Completion Date.

15.2 **Completion Date and Rates:** On and from the Completion Date, the Parties shall become liable and responsible for the Rates in respect





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of their respective Allocations and the same shall be paid by them respectively and/or by their respective Transferees.

15.3 **Punctual Payment and Mutual Indemnity:** The Parties shall punctually and regularly pay the Rates for their respective allocations to the concerned authorities and the Parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequent upon a default by the other.

15.4 **Maintenance:** The parties shall frame a scheme for the management and maintenance of the New Buildings. Initially the maintenance of the New Buildings including the Common Portions shall be looked after by the Developer who shall be entitled to collect the costs and service charges for the same ("**Maintenance Charges**"). Immediately after from the date of obtaining the Full Completion/Occupancy Certificate from the Municipality for the entire Project or immediately after from the completion of the execution and registration of the Deeds of Conveyance in respect of all Units in the New Building which are allotted or agreed to be sold till the date of the Full Completion/Occupancy Certificate for the entire Project, whichever is later, the Developer shall hand over the maintenance to a body constituted/formed at the instance of the Developer and the Transferees, shall be represented on such body. It is however clarified that the Developer may at its discretion relax the above condition for any reason it deems fit including in case of retention of any Unit by any Party from its Allocation and the Owners shall be informed in advance about such changes.

16. **Principal Obligations of Developer:**

16.1 **Payment of the balance of the Owners' Deposit:** The Developer shall ensure that the balance of the Owners' Deposit is made over to the Owners in terms of Clause 11.1.





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- 16.2 **Completion of construction within Completion Time:** The Developer shall complete the construction of the New Buildings to the extent necessary for giving notice under Clause 15.1 above within the Completion Time subject to Force Majeure.
- 16.3 **Obligations subsequent to Completion:** The drainage/sewerage connection required to be obtained after the Full Completion/Occupancy Certificate shall be obtained by the Developer at its own costs subsequently.
- 16.4 **Full Completion/Occupancy Certificate from the Municipality:** The Developer shall take steps and apply to the Municipality at its own costs for the Full Completion/Occupancy Certificate within 3 (Three) months of the Completion Date and take expeditious steps for obtaining the same subject to Force Majeure. The Developer shall thereafter obtain drainage/sewerage connection required to be obtained after the Full Completion/Occupancy Certificate.
- 16.5 **Compliance with Laws:** The Developer shall execute the Project and make construction of the New Buildings in conformity with the prevailing laws, rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the responsibility of the Developer to ensure proper compliance. The Developer also undertakes to comply with all statutory norms to be followed under the RERA Act, 2016.
- 16.6 **Involvement of other consultants, etc.:** The Developer shall be responsible for development and construction of the New Buildings with the help of the Architects as also all other consultants, professional bodies, contractors, etc. The Owners shall be consulted and kept informed.
- 16.7 **Specifications:** The Developer shall use building materials as per the specifications mentioned in the **Third Schedule** hereto.

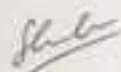


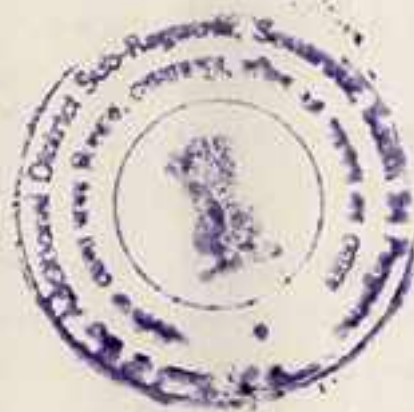


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- 16.8 **Adherence by Developer:** The Developer has assured the Owners that it shall implement the terms and conditions of this Agreement and shall adhere to the stipulations of time limits in terms of this Agreement.
- 16.9 **Construction at Developer's Risk and Cost:** The Developer shall construct and complete the New Buildings at its own cost, risk and responsibility including for planning, designing and sanction of building plans and shall be responsible for obtaining at its own costs and complying with Labour Insurance Policy and Contractor's All Risk Policy for the purposes of the Project before commencement of construction. The Developer shall be responsible and liable to Government, Municipality and other authorities concerned and to the occupants/Transferees/third parties for any loss or claim arising from such construction and hereby indemnifies and agrees to keep indemnified the Owners against any claims, losses or damages for any default or failure or breach on the part of the Developer. It is made clear that during the period of construction, the Owners shall not be responsible and/or liable for any accident taking place due to negligence of the Contractors engaged by Developer on their self declarations or otherwise.
- 16.10 **Tax Liabilities:** All liabilities for taxes, levies, duties, etc. in relation to the development and construction of the New Buildings/Project, including sales tax, value added tax, service tax, works contract tax, goods and services tax etc. shall be paid by the Developer. As regards the tax payable by the Owners on the income arising out of transfer of the Units in the New Buildings, the same shall be payable by the Owners in respect of the Owners' Allocation and shall be payable by the Developer in respect of the Developer's Allocation.
- 16.11 **Approvals for Construction:** It shall be the responsibility of the Developer to obtain at its own costs all Approvals required for the Project from various Government authorities. The Owners shall fully cooperate with the Developer in this regard and shall sign all documents and papers that may be required for the same.





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16.12 **Assignment:** The Developer hereby agrees and covenants that it shall not transfer and/or assign this Agreement or any rights or benefits hereunder to outside parties without the written consent of the Owners.

16.13 **Stamp Duty and Registration Fee:** The Developer shall pay and bear the entire amount of Stamp Duty and the Registration Fee payable in respect of this Development Agreement and the Power of Attorney granted pursuant hereto.

17. Principal Obligations of Owners

17.1 **Title:** The Owners shall ensure that their title to the said Property continues to remain marketable and free from all encumbrances, charges, liens, claims demands, mortgages, leases, tenancies, licenses, occupancy rights, trusts, debutters, prohibitions, restrictions, restrictive covenants, executions, acquisitions, requisitions, attachments, vestings, alignments, easements, liabilities and 'lis pendens' till the completion of the Project and the transfer of Units and that it is approved for grant of Project Finance and shall keep the Developer fully indemnified regarding the same. The Owners shall forthwith rectify/remedy defects and/or deficiencies, if any, in the title and resolve any issue that may arise regarding title or any encumbrance etc. at their own costs.

17.2 **Co-operation with Developer:** The Owners undertake to fully cooperate with the Developer for obtaining all Approvals required for development of the said Property and shall sign all documents and papers that may be required for the same.

17.3 **Documentation and Information:** The Owners undertake to provide the Developer with necessary documentation and information relating to the said Property as may be required by the Developer from time to time.

17.4 **No Obstruction to Developer:** The Owners covenant not to do any act, deed or thing whereby the Developer may be prevented from

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discharging its functions and/or exercising its rights and entitlements under this Agreement.

17.5 **No Dealing with the said Property:** The Owners hereby covenant not to let out, grant lease, mortgage and/or charge the said Property or any portion thereof save in the manner envisaged by this Agreement.

17.6 **Adherence by Owners:** The Owners has assured the Developer that it shall implement the terms and conditions of this Agreement and shall adhere to the stipulations of time limits in terms of this Agreement.

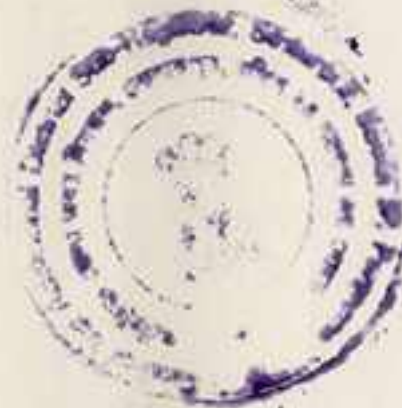
18. Indemnity

18.1 **By the Developer:** The Developer hereby indemnifies and agrees to keep the Owners saved, harmless and indemnified of from and against any and all actions, suits, proceedings, claims, losses, damages, costs, charges, expenses, liabilities, demands and consequences (whether criminal or civil) whatsoever suffered by the Owners relating to the development and/or to the construction of the New Buildings and arising from any breach of this Agreement by the Developer and/or arising from any breach, default or violation of any law, permission, rules, regulations or bye-laws relating to development and construction and/or arising out of any accident taking place due to negligence of the Developer during development and construction and/or arising from any of the declarations, representations, agreements and assurances made or given by the Developer being incorrect and/or in case of any act, omission, breach or default of the Developer.

18.2 **By Owners:** The Owners hereby indemnify and agree to keep the Developer saved, harmless and indemnified of from and against any and all actions, suits, proceedings, claims, losses, damages, costs, charges, expenses, liabilities, demands and consequences (whether criminal or civil) whatsoever suffered by Developer and/or its nominees and/or assigns relating to the ownership and title of the said Property and arising from any breach of this Agreement by the Owners and/or arising from any defect/deficiency in title of the said Property and/or any

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encumbrance etc. and/or arising from any of the declarations, representations, agreements and assurances made or given by the Owners being incorrect and/or in case of any act omission, breach or default of the Owners.

19. Miscellaneous

19.1 **Developer to Collect Additional Payments & Deposits:** The Developer shall be entitled to collect in respect of all units of the New Buildings all additional charges, expenses and/or deposits till the Flat Owners Association forms. These shall include corpus deposit/sinking fund, deposit/expenses for formation of the Maintenance Company, Common Expenses being all expenses to be incurred, paid, borne and contributed by the Transferees proportionately for the management, maintenance and upkeep of the New Building, the said Property and the Common Portions and/or for the common purposes, Maintenance Charges and deposits for the same, Municipal Taxes for Common Portions and deposits for the same, purchase and installation of generator, deposits demanded by the electric supply authority and other agencies as also the charges and expenses for HT electric equipment and cabling, charges for additional work and amenities that may be provided in addition/modification of the specifications agreed with the Transferees, charges, out pocket expenses and fees payable for changes/ regularization/ completion under applicable Rules or provisions, etc.

19.2 **Documentation:** The documents for transfer including Agreements for Sale of Units and Deeds of Conveyance for the New Buildings of Owners' Allocation shall be prepared by R. Ginodia & Co. Advocates of 7C, Kiran Shankar Roy Road, Kolkata and the documents for transfer including Agreements for Sale of Units and Deeds of Conveyance for the New Buildings of Developer's Allocation shall be prepared by the Advocates of the Developer. The same shall contain similar rights and obligations regarding the usage and enjoyment of all the constructed spaces of the New Buildings. The fees and cost of preparation, stamping, registration and other charges relating to the



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Agreements for Sale and the Deeds of Conveyance shall be borne and paid by the Transferees of all the constructed spaces of the New Buildings.

- 19.3 **Additional/Further Construction:** If at any time additional/further constructions become permissible on the said Property due to change in any law or Building Rules or otherwise, then such additional/further constructions shall be made by the Developer at its own costs and such additional/further constructed spaces shall also be shared by the Owners and the Developer in the same ratio i.e. 40:60.
- 19.4 **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, correspondence and agreements between the Parties, written, oral or implied.
- 19.5 **Validity:** The parties are executing this Agreement as a legally binding contract with intent to be bound by the terms hereof. If any term or provision herein contained shall be held to be invalid or unenforceable, the same shall not affect the validity or enforceability of the other provisions of this Agreement and the parties shall endeavor to replace such term or provision with a valid and enforceable term or provision which corresponds best to the original intention.
- 19.6 **Counterparts:** This Agreement is being executed in duplicate. The original Agreement shall be registered at the costs and expenses of the Developer and the Developer shall be entitled to the custody of the same. The Owners shall be entitled to the custody of the duplicate.
- 19.7 **Essence of the Contract:** The Owners and the Developer expressly agree that the time periods, the mutual covenants and promises contained in this Agreement shall be the essence of this contract, subject to Force Majeure.
- 19.8 **No Partnership:** The Owners and the Developer have entered into this Agreement purely on a principal to principal basis and nothing



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contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.

- 19.9 **No Implied Waiver:** Failure or delay by either Party to enforce any right under this Agreement, shall not amount to an implied waiver of any such rights. A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfilment on a future occasion.
- 19.10 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 19.11 **Name of the Project:** The name of the Project shall be decided by the parties mutually. The name of the Project shall contain the brand name of the Developer and shall also include the word "Laxmi".
- 19.12 **No Transfer at present:** Nothing in these present shall be construed as a present transfer, demise, assignment or conveyance in law of the said Property or any part thereof to the Developer by the Owners. No transfer of any title is intended to be or is being made by virtue of this Agreement. The transfer of title is intended to and shall take place only after Completion of the New Building.

20. Defaults:

- 20.1 Notwithstanding anything to the contrary contained elsewhere in this Agreement, it is expressly made clear that in the event of the Developer failing to commence the project construction of the New Buildings within a period of 12 (Twelve) months from the sanction of Plan, for any reason whatsoever and the Owners shall have the option to cancel the agreement herein recorded by giving notice by Speed Post with Acknowledgement to the Developer and refund 50% of the total security deposit provided such stipulated tenure of 12 months is not delayed or extended by rules, regulations and/or provisions of the RERA Act, 2016.





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20.2 Save as mentioned in Clause 20.1 above, none of the Parties shall be entitled to cancel or rescind this Agreement without recourse to arbitration. In the event of any default on the part of either Party, the other Party shall be entitled to sue the Party in default for specific performance of this Agreement. Damages may be claimed by a Party in addition to specific performance as may be agreed mutually between the parties or as may be decided by the Arbitrator. In the event the Developer is not able to complete construction within the agreed period (subject to Force Majeure) due to financial constraints or any willful default of the Developer, then the Developer shall be liable to pay damages at the rate of Rs. 20,000/- (Rupees twenty thousand only) per day for the entire period of such delay to the Owners.

20.3 Any defects or bad workmanship in construction, if any, which may appear up to the defects liability period of 1 (one) year after completion of the project and which are caused due to materials or workmanship not being in accordance with the agreed specifications and are capable of being rectified shall be mentioned by the Architect in a schedule of defects which he shall deliver to the Parties herein not later than 30 days from the date of detection and within a reasonable time after receipt of such schedule, the defects or bad workmanship if any, therein specified shall be rectified by the Developer at its own costs. The decision of the Architect shall be final and binding in respect of all matters under this clause.

21. Force Majeure

21.1 Force Majeure shall mean and include an 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 act, omission, breach or violation by such Party of any of its obligations under this Agreement but which arises from, or is attributable to Acts of God, natural calamities, 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, storm, tempest, fire, explosion, earthquake,

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subsidence, structural damage, epidemic or other natural/ physical disaster, failure or shortage of power supply, war, military operations, air-raid, civil war/unrest, riot, crowd disorder, general strike, lock-outs, labour unrest or other industrial action, terrorist action, civil commotion, non-availability/shortage of construction material, delay due to municipal elections, any new or change in legislation, regulation, rule, policies, ruling or omissions (including delay or failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any notices, directions or orders of Government, Corporation, any statutory or other body/authority or Court/Tribunal.

21.2 If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure, that Party shall inform the other Party in writing within 15(fifteen) days of the commencement of the event of Force Majeure specifying the nature and extent of the circumstances giving rise to the event/s of force majeure. Similar notice in writing shall also be given upon cessation of the Force Majeure event. Subject to written notifications as above with proof of service, neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Agreement for the performance of such obligations shall upon occurrence and cessation of any event constituting Force Majeure be extended by the same period as the period of Force Majeure event.

22. **Amendment/Modification:** No alteration, amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the Parties and expressly referring to the relevant provision of this Agreement provided however it shall not be necessary to register such writing.

23. **Notice:** Any notice or other written communication given under or in connection with this Agreement may be delivered by hand against written acknowledgment, or sent by facsimile transmission with proof of proper transmission, or sent by Registered Post/Speed Post with Acknowledgement Due to the address of the relevant Party mentioned in

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this agreement or such other address as may be notified in writing by each Party from time to time.

- 24. Arbitration:** Any dispute or difference between the parties hereto arising out of and/or relating to and/or concerning the said Property and/or this Agreement or any term or condition herein contained and/or relating to interpretation thereof shall be referred to the arbitration of three Arbitrators in accordance with the Arbitration and Conciliation Act, 1996 and any amendment or replacement thereof. The Owners shall jointly appoint one arbitrator and the Developer shall appoint one arbitrator and the two arbitrators so appointed shall appoint the third arbitrator. The arbitration shall be held at Kolkata in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The parties have agreed that the Arbitrators shall have summary powers and may make or give interim orders, awards and/or directions. The Arbitrators shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law but shall give reasons for the award. The Award(s) made by the Arbitrators shall be final and the parties agree to be bound by the same.
- 25. Jurisdiction:** In connection with the aforesaid arbitration proceedings, the Courts at Kolkata only shall have exclusive jurisdiction to receive, entertain, try and determine all actions and proceedings.
- 26. Rules of Interpretation:**
- 26.1 Statutes:** In this Agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statutory provision shall be construed as including references to all statutory

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instruments, orders, regulations or other subordinate legislation made pursuant to that statutory provision.

26.2 **Number:** In this Agreement, any reference to singular includes plural and vice-versa.

26.3 **Gender:** In this Agreement, words denoting any gender include all other genders.

26.4 **Party:** In this Agreement, any reference to a Party is to a party to this Agreement.

26.5 **Clause or Paragraph:** In this Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a reference to a clause or paragraph or schedule (as the case may be) of this Agreement and the schedules form part of and are deemed to be incorporated in this Agreement.

26.6 **Including:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

26.7 **Headings:** In this Agreement, the headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.

27. Schedules:

First Schedule

("Said Property")

ALL THAT the pieces and parcel of land together forming one large contiguous plot together measuring about **76 Decimals** equivalent to about **46 Cottah** and comprised in the following Dags under the following Khatian numbers and situated and lying at Mouza Ukilapaik para, P.S. Sonarpur, J. L. No. 56, R. S. No. 147, within the local limits of Rajpur Sonarpur

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Municipality under Ward No. 26, District South 24-Parganas together with structures constructed thereon:-

<u>L.R. Dag No.</u>	<u>L.R. Khatian No.</u>	<u>Area (in decimals)</u>
2411	2125	10 Dec. /
2407	2026	09 Dec. /
2407	2026	04 Dec. /
2407	2024	09 Dec. /
2407	2027	05 Dec. /
2409	2026	04 Dec. /
2409	2022	03 Dec. /
2405	2027	10 Dec. /
2408	2027	03 Dec. /
2400	2022	02 Dec. /
2400	1644	03 Dec. /
2406	2022	06 Dec. /
2406	1644	03 Dec. /

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2410	2586 and 2587	05 Dec. /
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The said Property is butted and bounded in the manner following that is to say:-

- On the North** : By 20 Feet Road;
On the East : By 40 Feet Road;
On the South : By Part of R.S. Dag 2407;
On the West : By R.S. Dag No. 2400 & 2406;

OR HOWSOEVER OTHERWISE the same may be butted, bounded, called, known, numbered, described or distinguished.

The said Property is delineated on the **Plan** attached and bordered in **RED** colour thereon.

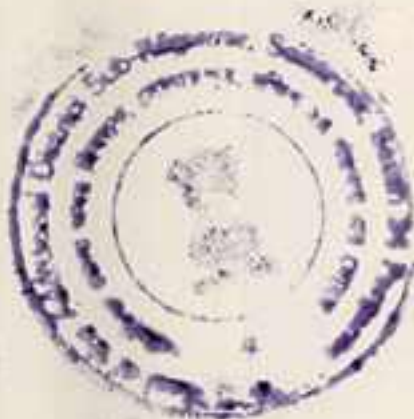
Second Schedule

(Original Title Documents)

Vendor	Purchaser	Registration Office	Date	CD Volume No.	Pages	Year	Deed No.
M/S.Carrara Marble & Terrazzo co. Pvt.Ltd	Rabi Kr.Gupta	A.D.S.R. Sonarpur	22.04.1988	31	322-328	1988	2420

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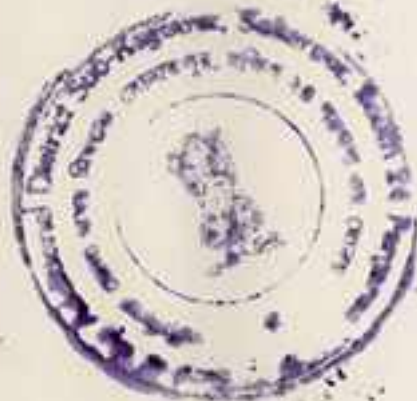
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B.D.Bansal	Hiralal Gupta	A.D.S.R. Sonarpu r	03.05 .1988	35	213- 219	1988	2715
B.D.Bansal	Hiralal Gupta	A.D.S.R. Sonarpu r	15.04 .1988	29	53- 60	1988	2225
B.D.Bansal	Keshav Kumar Gupta	A.D.S.R. Sonarpu r	19.4. 1988	29	360- 364	1988	2274
B.D.Bansal	Laxmi Gupta	A.D.S.R. Sonarpu r	20.08 .1988	72	203- 208	1988	5584
B.D.Bansal	Laxmi Gupta	A.D.S.R. Sonarpu r	03.05 .1988	35	213- 219	1988	2715
M/S.Carrar a Marble & Terrazzo co. Pvt.Ltd	Laxmi Gupta	A.D.S.R. Sonarpu r	15.04 .1988	29	61- 66	1988	2226



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Amitabh Bansal	Monika Gupta	A.D.S.R. Sonarpu r	30.01. 2009	3	1951 - 1965	2009	0829
Smt.Shikha Chakrabort y & Anjali Chakrabort y	Monika Gupta	D.S.R- IV, Alipore	25.09. 1998	17	386- 397	1998	2887
Amitabh Bansal	M/S. R.K.Inves tment	A.D.S.R. Sonarpu r	27.06. 2008	17	3495 - 3511	2008	6157

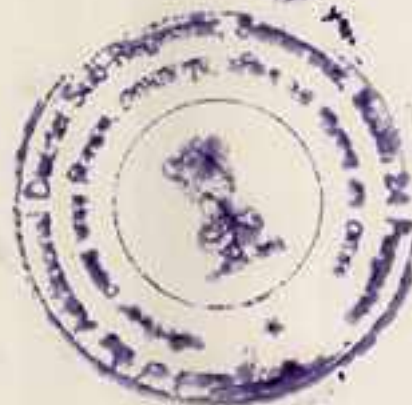
Third Schedule

(Specifications)

1. Foundation : The foundation shall be of Reinforced Cement Concrete as per the design of the structural Engineer.
2. Super Structures : The Super Structure of the Building shall have Reinforced Cement Concrete framed structure with Reinforced Cement Concrete columns, beams and slabs as per the design of the Structural Engineer.
3. Walls (Internal) : As per sanctioned plan
4. Living/Dining : As per sanctioned plan

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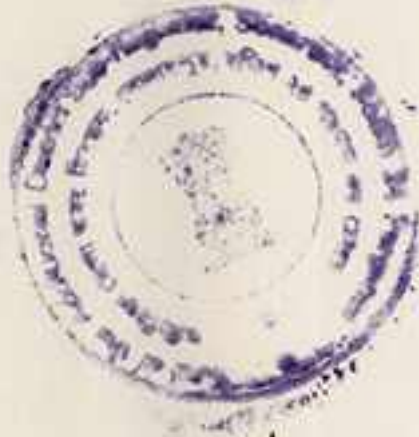


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5. Bedrooms : As per sanctioned plan
6. Kitchen : Platform with Black Granite, finish with one Sink, C.P. Bib Cock of reputed make. Kitchen will have dado of 2' above the platform.
7. Toilets : One western and one concealed type hanging commode (colour); One colour porcelain wash; One Shower; Two taps of reputed make; Geyser attachment system.
8. Lift : As per sanctioned plan of reputed make.
9. Exterior : Finished with plaster and weather proof paint as per view.
10. Doors : Quality wooden frame of each door; main door wooden panel door; solid core flash door all door with high quality on both sides door handle locks of reputed make; electric bell point; night latch for main door.
11. Windows : Colour anodize sliding window with anti - reflective glass.
12. Sanitary : Proportionate expenses of all owner/occupiers after completion of construction.

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13. Electricals : Concealed wiring with copper wires wiring for installation with fire retardant wire of reputed make.
14. Common : Entrance and exits to the premises and the new building; caretaker's room; boundary walls and gate of the premises; staircase lobbies on all the floor; elevator/lift with capacity of five passengers of reputed make; entrance lobby, electric utility room/meter room; water pump room; common installations anywhere outside any unit; right of access on the roof above the top floor of the new building; any common area in the new building, foundation, columns, beams, supports common passage etc.
15. Sewage : Drainage, sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any unit and/or exclusively for its use).
16. Water : Water supply system/drinking water supply system tube well; water pump, underground water reservoir together with all common plumbing installations for drainage water (save only those as are within the exclusive area of any unit and/or exclusively for its use).

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28. Execution and Delivery

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

1. Rajni K. Gupta
2. Shikha
3. V. M.
4. Shikha
5. Nandini Gupta
6. Monika Gupta
- 7.

For R. K. INVESTMENT

Rajni K. Gupta
Partner

As Lawfully Self & Constituted Attorney of
Rajwada Developers Partners.

- 1) Parveen Agarwal
- 2) Rajkumar Agarwal

Owners

Developer

Witnesses:

Signature Subhasit Ahir

Signature Rabansh Sankar

Father's Name Jyoti Ahir

Father's Name Rabansh Sankar

Address
1159, NSC Durg Rd

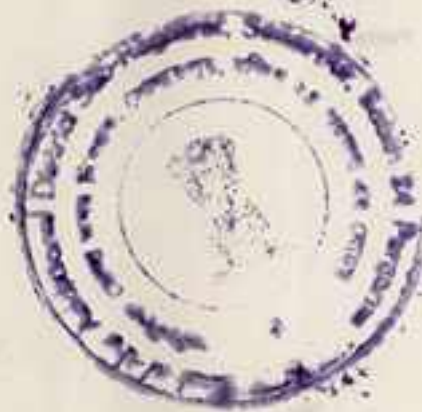
Address
1159, NSC Durg Rd

Kat-103

Kat-103

Drafted by :

Ashish Das
Advocate
Allahabad Judges' Court
Kat-700027
F/1646/2012



↖
Addl. Dist.-Sub Registrar
Sonarpur
South 24 Parganas
23 JUN 2020

MEMO OF DEPOSIT

Received a sum of Rs. 1,00,000/- (Rupees One Lakh Only) by cash from the
 within named Developer by cash on this the, Two Thousand and
 Twenty.

WITNESSES :

1. Subhrajit Ghosh
 1159, NSC Bose Rd
 Kat-103

2. Debajyoti Sarkar,
 1159, NSC Bose Rd
 Kat-103

1. Rajni K Gupta
2. Shilpa Gupta
3. [Signature]
4. Shilpa Gupta
5. Neeraj Gupta
6. Mouli Gupta

For R. K. INVESTMENT

Rajni K Gupta
 Partner

7. Signature of the Owners