

01611/16

201575/2016



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

C 811213

C 811213

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

District Sub-Registrar-V
Alipore, South 24 Parganas

2:0 MAY 2016

DEVELOPMENT AGREEMENT

1. Date: 16th May, 2016.
2. Place: Kolkata
3. Parties:
 - 3.1 Ila Ghosh, wife of Late Bhawani Sankar Ghosh, residing at 9B, Sitaram Ghosh Street, Kolkata- 700009, Post Office Ram Mohan, Police Station Amherst Street, Kolkata [PAN ADTPG6766D]
 - 3.2 Abhijit Ghosh, son of Late Bhawani Sankar Ghosh, residing at 9B, Sitaram Ghosh Street, Kolkata- 700009, Post Office Ram Mohan, Police Station Amherst Street, Kolkata [PAN AEAPG1306H]

20673

Michael Sankar

V-C-T-1



806

NAWED AHMED SARKAR
Advocate

NAME..... High Court, Calcutta
 ADD.....
 Rs. 5000/-
 13 MAY 2016
 SURANJAN MUKHERJEE
 Licensed Stamp Vendor
 C. C. Court
 2 & 3, K. S. Roy Road, Kol-1



for PARAG BUILDERS PVT. LTD.
Michael Sankar
Authorized Signatory

13 MAY 2016

V-C-T-1



807

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

Ila Shikr.

V-C-T-1



808

Abhijit Ghosh

V-C-T-1



809

Nabanita Bose.

V-C-T-1



819



District Sub-Registrar-V
Alipore, South 24 Parganas

16 MAY 2016

Dipendranath Ghosh

Indify.
B. K. Maheshwari

P-T-0

- 3.3 Nabanita Bose, wife of Sujoy Bose and daughter of Late Bhawani Sankar Ghosh, residing at Dhakuria Station Road, Post Office Dhakuria, Police Station Jadavpur, Kolkata- 700031 [PAN AEJPB3046E]
- 3.4 Dipendra Nath Ghosh, son of Late Surendra Nath Ghosh, residing at ground floor 1st Lane, 4/1, Russa Road (South), Post Office Tollygunge, Police Station Jadavpur, Kolkata- 7000033 and presently residing at Flat No.5E, 26, Prince Anwar Shah Road, Post Office Tollygunge, Police Station Tollygunge, Kolkata - 700033 [PAN ADLPG6634L]
- 3.5 Debabrata Ghosh, son of Late Harendra Nath Ghosh, residing at 120, D.P.J.M. Road, Post Office Budge Budge, Police Station Budge Budge, Pin- 700137, District South 24 Parganas [PAN ADYPG1135F]
- 3.6 Basanti Palit, wife of Joy Bikash Palit and daughter of Late Harendra Nath Ghosh, residing at 10D, Ananda Palit Road, Post Office Entaly, Police Station Entaly, Kolkata- 700014 [PAN AOVPP7273D]
- 3.7 Sheela Sinha, wife of Pulak Dhiman Sinha and daughter of Late Reba Ghosh, residing at 120,D.P.J.M. Road, Post Office Budge Budge, Police Station Budge Budge, Pin- 700137, District South 24 Parganas[PAN CYTPS3830H]
- 3.8 Bandana Bose, wife of Susanta Bose and daughter of Late Reba Ghosh, residing at 10/1A, Gopal Ghosh Lane, Watgunge, Post Office Khidderpore, Police Station Watgunge,Kolkata- 700023[PAN ANRPG9013C]
- 3.9 Anjana Ghosh, wife of Prabir Ghosh and daughter of Late Reba Ghosh, residing at 25,D.P.J.M. Road, Post Office Budge Budge, Police Station Budge Budge, Pin- 700137, District South 24 Parganas[PAN AMOPG8915E]
- 3.10 Protima Ghosh, wife of Late Sunilendra Nath Ghosh, residing at 120, D.P.J.M. Road, Post Office Budge Budge, Police Station Budge Budge, Pin- 700137, District South 24 Parganas [PAN AIXPG4196J].
- 3.11 Debjit Ghosh, son of Late Sunilendra Nath Ghosh, residing at 120, D.P.J.M. Road, Post Office Budge Budge, Police Station Budge Budge, Pin- 700137, District South 24 Parganas [PAN AHRPG7782M].
- 3.12 Soma Roy, wife of Swarup Roy and daughter of Late Sunilendra Nath Ghosh, residing at 11A/1A, Mahendra Chatterjee Lane, 59 Topsia,Post Office Gobinda Khatik Road, Police Station Topsia, Kolkata- 700046[PAN AHXPR3898K]

(collectively Owners, which shall include any successors-in-interest)

And

- 3.13 Prakash Builders Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at P-3, New CIT Road, Tiretty Bazar, Post Office C.R. Avenue, Police Station Bowbazar, Kolkata- 700073[PAN AABCP9479N], represented by its authorized signatory Vishal Sureka, son of V.N. Surekha of 6, Hastings Park Road, Post Office Alipore, Police Station Alipore, Kolkata- 700027
(Developer, which shall include any successors-in-interest and/or assigns)

The Owners and the Developer are hereinafter individually referred to as a Party and collectively, as Parties.

V-C-T-1.

810

- Helendanta Ghosh.
V-C-T-1

811

- Basanti Palit
V-C-T-1

812

- Sheela Saha
V-C-T-1

813

- Bandana Bose.
V-C-T-1

814

- Anjana Ghosh.
V-C-T-1

815

Pratima Ghose



District Sub-Registrar-V
Alipore, South 24 Parganas

16 MAY 2016

B. K. Chakravarti
BISNOJ KUMAR MAHESHWARI
S/O LATE HAZARIMAL MAHESHWARI
89/282 BANHAR PARI
P.O. RISHRA, HOOGHLY 712218

P-T-0

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

4. Subject Matter of Agreement:

4.1 Development of Said Property: Understanding between the Owners and the Developer is with regard to the development (in the manner specified in this Agreement) of (1) *bastu* land measuring 34 (thirty four) decimal, more or less, comprised in R.S. Dag No. 126 corresponding L.R. *Dag* No.195, recorded in L.R. *Khatian* Nos. 4781, 4780, 1028, 1054, 4775, 4776, 4777, 3899 and 3898, *Mouza* Garbhukta Nandanpur, J.L No. 8, Holding No. 120, D.P.J.M. Road, within Ward No. 1 of the Budge Budge Municipality, Police Station Budge Budge, District South 24 Parganas, morefully described in Part I of the 1st Schedule attached hereto (First Property) and (2) *bastu* land measuring 9 (nine) decimal, more or less, comprised in R.S. Dag No. 126/2080 corresponding L.R. *Dag* No. 196, recorded in L.R. *Khatian* Nos. 4781, 4780, 1028, 1054, 4775, 4776, 4777, 3899 and 3898, *Mouza* Garbhukta Nandanpur, J.L No. 8, Holding No. 120, D.P.J.M. Road, within Ward No. 1 of the Budge Budge Municipality, Police Station Budge Budge, District South 24 Parganas, morefully described in Part II of the 1st Schedule attached hereto (Second Property) and (3) pond/*bagan* land measuring 14 (fourteen) decimal, more or less, comprised in R.S. Dag No. 127 corresponding L.R. *Dag* No.197, recorded in L.R. *Khatian* Nos. 4781, 4780, 1028, 1054, 4775, 4776, 4777, 3899 and 3898, *Mouza* Garbhukta-Nandanpur, J.L No. 8, Holding No. 120, D.P.J.M. Road, within Ward No. 1 of the Budge Budge Municipality, Police Station Budge Budge, District South 24 Parganas, morefully described in Part III of the 1st Schedule attached hereto (Third Property) and (4) *bastu* land measuring 10 (ten) decimal, more or less, comprised in R.S. Dag No. 128 corresponding L.R. *Dag* No. 198, recorded in L.R. *Khatian* Nos. 4781, 4780, 1028, 1054, 4775, 4776, 4777, 3899 and 3898, *Mouza* Garbhukta Nandanpur, J.L No. 8, Holding No. 120, D.P.J.M. Road, within Ward No. 1 of the Budge Budge Municipality, Police Station Budge Budge, District South 24 Parganas, morefully described in Part IV of the 1st Schedule attached hereto (Fourth Property), aggregating to land measuring 67 (sixty seven) decimal, more or less, the First Property, the Second Property, the Third Property and the Fourth Property (collectively Said Property), morefully described in the 2nd Schedule below, by construction of ready-to-use new residential cum commercial multi-storied buildings on the Said Property (New Buildings).

4.2 Allocation and Demarcation of Respective Entitlements: Allocation and demarcation of the respective entitlements of the Owners and the Developer in the New Buildings to be constructed on the Said Property.

5. Representations, Warranties and Background:

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

5.1.1 Ownership of Surendra Nath Ghosh: Surendra Nath Ghosh was the recorded owner of (1) land measuring 41 (forty one) decimal, comprised in C.S/R.S. Dag No.126, *Mouza* Garbhukta Nandanpur, J.L. No. 8, District 24 Parganas (Surendra Nath's First Plot) (2) land measuring 17 (seventeen) decimal, comprised in C.S/R.S. Dag No.127, *Mouza* Garbhukta Nandanpur, J.L. No. 8, District 24 Parganas (Surendra Nath's Second Plot) (3) land measuring 12 (twelve) decimal, comprised in C.S/R.S. Dag No.128, *Mouza* Garbhukta Nandanpur, J.L. No. 8, District 24

V.C.T-1

816

- Debit Udash.

V.C.T-1

817

Soma Roy.



District Sub-Registrar-V
Alipore, South 24 Parganas

16 MAY 2016

B.K. Mohankumar
BINOD KUMAR MAHESHWARI
S/O. LATE HAZARIMAL MAHESHWARI
89/282 BANHOL PARK
P.O. RISHRA HOCHHA
PIN-722438

Parganas (Surendra Nath's Third Plot) and (4) land measuring 10 (ten) decimal, comprised in C.S/R.S. Dag No.126/2080, *Mouza Garbhukta Nandanpur*, J.L. No. 8, District 24 Parganas (Surendra Nath's Fourth Plot) aggregating to land measuring 80 (eighty) decimal, more or less, Surendra Nath's First Land, Surendra Nath's Second Land, Surendra Nath's Third Land and Surendra Nath's Fourth Land (collectively Larger Property).

- 5.1.2 **Demise of Surendra Nath Ghosh:** On 25th April, 1955, Surendra Nath Ghosh, a Hindu governed by the *Dayabhaga* School of Hindu Law died *intestate*, leaving behind him surviving his 6 (six) sons, namely, Bhawani Shankar Ghosh, Dipendra Nath Ghosh, Rathindra Nath Ghosh, Sunilendra Nath Ghosh, Satyendra Nath Ghosh and Harendra Nath Ghosh (collectively **Legal heirs of Surendra Nath**) as his only legal heirs who inherited all the right, title and interest of Late Surendra Nath Ghosh in the Larger Property in equal shares.
- 5.1.3 **Ownership of Bhawani Shankar Ghosh:** Thus by virtue of inheritance Bhawani Shankar Ghosh became the sole and absolute owner of (1) land measuring 7 (seven) decimal comprised in the First Property (2) land measuring 1 (one) decimal comprised in the Second Property (3) land measuring 3 (three) decimal comprised in the Third Property and (4) land measuring 2 (two) decimal comprised in the Fourth Property.
- 5.1.4 **Demise of Bhawani Shankar Ghosh:** On 11.01.2011, Bhawani Shankar Ghosh, a Hindu governed by the *Dayabhaga* School of Hindu Law died *intestate*, leaving behind him surviving his wife Ila Ghosh (the Owner No. 3.1 herein), his son Abhijit Ghosh (the Owner No. 3.2 herein) and daughter Nabanita Bose (the Owner No. 3.3 herein) as his only legal heir and heiress (collectively **Legal Heirs of Bhawani**) who jointly inherited all the right title and interest of late Bhawani Shankar Ghosh in the First Property, the Second Property, the Third Property and the Fourth Property.
- 5.1.5 **Mutation by Owner Nos.3.1& 3.2:** The Owner No.3.1 and 3.2 duly got their names recorded in the records of the Land Revenue Settlement vide L.R. *Khatian* Nos.4780 and 4781 respectively with respect to Bhawani Shankar Ghosh's share in the First Property, Second Property, Third Property and the Fourth Property.
- 5.1.6 **Ownership of Dipendra Nath Ghosh:** By virtue of inheritance Dipendra Nath Ghosh (the Owner No. 3.4 herein) became the owner of (1) land measuring 7 (seven) decimal comprised in the First Property (2) land measuring 2 (two) decimal, comprised in the Second Property (3) land measuring 3 (three) decimal comprised in the Third Property and (4) land measuring 2 (two) decimal comprised in the Fourth Property.
- 5.1.7 **Ownership of Harendra Nath Ghosh:** By virtue of inheritance Harendra Nath Ghosh became the owner of (1) land measuring 6 (six) decimal comprised in the First Property (2) land measuring 2 (two) decimal comprised in the Second Property (3) land measuring 1 (one) decimal comprised in the Third Property and (4) land measuring 2 (two) decimal comprised in the Fourth Property.
- 5.1.8 **Demise of Harendra Nath Ghosh:** On 22.12.1975, Harendra Nath Ghosh, a Hindu governed by the *Dayabhaga* School of Hindu Law died *intestate*, leaving behind him surviving his wife Pratima Ghosh, his son Debabrata Ghosh (the Owner No. 3.5 herein) and his daughter Basanti Palit (the Owner No. 3.6 herein) as his only legal heir and heiress (collectively **Legal Heirs of Harendra**) who jointly inherited all the right title and interest of late Harendra Nath Ghosh in the First Property, the Second Property, the Third Property and the Fourth Property.

- 5.1.9 **Demise of Pratima Ghosh:** On 23.09.2006 Pratima Ghosh one of the Legal Heirs of Harendra and a Hindu governed by the *Dayabhaga* School of Hindu Law died *intestate* and the remaining Legal Heirs of Harendra inherited all the right, title and interest of Late Pratima Ghosh in the First Property, the Second Property, the Third Property and the Fourth Property.
- 5.1.10 **Mutation by Owner No. 3.5:** The Owner No. 3.5 duly got his name recorded in the records of the Land Revenue Settlement vide L.R. *Khatian* No. 1054 with respect to land measuring 6 (six) decimal comprised in the First Property, land measuring 2 (two) decimal comprised in the Second Property, land measuring 1 (one) decimal comprised in the Third Property and (4) land measuring 2 (two) decimal comprised in the Fourth Property.
- 5.1.11 **Ownership of Satyendra Nath Ghosh:** By virtue of inheritance Satyendra Nath Ghosh became the owner of (1) land measuring 7 (seven) decimal comprised in the First Property (2) land measuring 2 (two) decimal comprised in the Second Property (3) land measuring 3 (three) decimal comprised in the Third Property and (4) land measuring 2 (two) decimal comprised in the Fourth Property.
- 5.1.12 **Demise of Satyendra Nath Ghosh:** On 18.12.1999 Satyendra Nath Ghosh died after having published his last Will and Testament dated 1st February, 1996 (**Said Will**) according to which after the death of Satyendra Nath Ghosh his share in the First Property, the Second Property, the Third Property and the Fourth Property shall devolve upon his wife Reba Ghosh.
- 5.1.13 **Grant of Probate:** By an Order dated 7th December, 2000 the Ld. District Delegate at Alipore granted probate with respect to the Said Will to Reba Ghosh who was the executrix of the Said Will.
- 5.1.14 **Demise of Reba Ghosh:** On 29.06.2011, Reba Ghosh, a Hindu governed by the *Dayabhaga* School of Hindu Law died *intestate*, leaving behind her surviving her 3 (three) daughters, namely, Sheela Sinha (Owner No. 3.7 herein), Bandana Bose (Owner No. 3.8 herein) and Anjana Ghosh (Owner No. 3.9 herein) as her only legal heiresses who inherited all the right, title and interest of Late Reba Ghosh in the First Property, the Second Property, the Third Property and the Fourth Property in equal shares.
- 5.1.15 **Mutation by Owner Nos. 3.7 to 3.9:** The Owner Nos. 3.7 to 3.9 duly got their names recorded in the records of the Land Revenue Settlement vide L.R. *Khatian* Nos. 4775, 4776 and 4777 with respect to their respective inherited share in the First Property, the Second Property, the Third Property and the Fourth Property.
- 5.1.16 **Ownership of Sunilendra Nath Ghosh:** By virtue of inheritance Sunilendra Nath Ghosh became the owner of (1) land measuring 7 (seven) decimal comprised in the First Property (2) land measuring 2 (two) decimal comprised in the Second Property (3) land measuring 3 (three) decimal comprised in the Third Property and (4) land measuring 2 (two) decimal comprised in the Fourth Property.
- 5.1.17 **Demise of Sunilendra Nath Ghosh:** On 12.01.2001, Sunilendra Nath Ghosh, a Hindu governed by the *Dayabhaga* School of Hindu Law died *intestate*, leaving behind him surviving his wife Protima Ghosh (Owner No. 3.10 herein) 1 (one) son Debjit Ghosh (Owner No. 3.11 herein) and 1 (one) daughter Soma Roy (Owner No. 3.12 herein) as his only legal heir and heiress who inherited all the right, title and

interest of Late Sunilendra Nath Ghosh in the First Property, the Second Property, the Third Property and the Fourth Property in equal shares.

- 5.1.18 **Mutation by Owner Nos. 3.10 and 3.11:** The Owner Nos. 3.10 and 3.11 duly got their names recorded in the records of the Land Revenue Settlement vide L.R. *Khatian* Nos. 3899 and 3898 respectively with respect to their inherited share in the First Property, the Second Property, the Third Property and the Fourth Property.
- 5.1.19 **Ownership of Said Property:** In the abovementioned circumstances and by virtue of inheritance the Owner Nos. 3.1 to 3.12 have become the joint owners of the entirety of the First Property, the Second Property, the Third Property and the Fourth Property i.e. collectively the Said Property.
- 5.1.20 **Absolute Ownership of Said Property:** Thus, in the above mentioned circumstances, the Owners have become the co-owners of the Said Property.
- 5.1.21 **Amalgamation and Plan Sanction:** The Owners have amalgamated the Said Property, having Municipal Holding No.120, D.P.J.M. Road, within Ward No. 1 of Budge Budge Municipality and have also got a sanctioned building plan being no. 52/Bp/PWD/2014-2015 dated 11.03.2015 issued by the Budge Budge Municipality, at the cost of the Developer, on the basis of mutually agreed terms and conditions between the Parties.
- 5.1.22 **Owners have Marketable Title:** The right, title and interest of the Owners in the Said Property are free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage, lien and *lispendens*.
- 5.1.23 **Owners to Ensure Continuing Marketability:** The Owners shall ensure that title of the Owners to the Said Property continue to remain marketable and free from all encumbrances till the completion of the development of the Said Property.
- 5.1.24 **Owners have Authority:** The Owners have full right, power and authority to enter into this Agreement.
- 5.1.25 **No Prejudicial Act:** The Owners have neither done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement.
- 5.1.26 **No Acquisition/Requisition:** The Owners declare that the Said Property has not been acquired, required or included in any scheme of acquisition or requisition and the Owners have neither received nor is aware of any notice or order from any Authority or Statutory Body or Government Department for any such acquisition, requisition or scheme.
- 5.1.27 **No Excess Land:** The Said Property does not contain any excess land and the Owners also does not hold any excess land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- 5.1.28 **No Encumbrance:** The Owners have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing (including creation of statutory or customary right of easement) whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title. The Said Property is free from all claims, demands, encumbrances, mortgages, equitable mortgages, charges, liens, attachments, *lispendens*, uses, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions,

requisitions, restrictions and liabilities whatsoever or howsoever made or suffered by the Owners and the title of the Owners to the Said Property is good, free, clear, bankable and marketable.

- 5.1.29 **Right, Power and Authority to Develop:** The Owners have good right, full power, absolute authority and indefeasible title to develop, grant, sell, convey, transfer, assign and assure the Said Property.
- 5.1.30 **No Dues:** No revenue, cess, municipal taxes, other taxes, surcharges, impositions, outgoings or levies of any nature whatsoever in respect of the Said Property is due to the Government or any other authority or authorities and no demands, recovery proceedings or Certificate Cases are pending for realization of any dues from the Owner.
- 5.1.31 **No Right of Pre-emption:** No person, entity or authority whatsoever have/had/has or ever claimed any right of pre-emption over and in respect of the Said Property or any part thereof.
- 5.1.32 **No Mortgage:** No mortgage or charge has been created by the Owners in respect of the Said Property or any part thereof, whether by deposit of title deeds or otherwise.
- 5.1.33 **No Previous Agreement:** The Owners have ascertained that the Said Property is not the subject matter of any previous agreement, whether oral or in writing.
- 5.1.34 **No Guarantee:** The Said Property is not affected by or subject to any corporate guarantee or personal guarantee for securing any financial accommodation.
- 5.1.35 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Owners from developing, selling, transferring and/or alienating the Said Property or any part thereof.
- 5.1.36 **No Transfer:** The Owners have not created any third party interest of any nature whatsoever and/or has not delegated any of the Owners' right to any third party in any manner whatsoever.
- 5.2 **Developer's Representations:** The Developer has represented and warranted to the Owners as follows:
- 5.2.1 **Infrastructure and Expertise of Developer:** The Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.
- 5.2.2 **Financial Arrangement:** The Developer is and during the tenure of this Agreement shall remain competent to arrange the financial inputs required for development of the Said Property, *inter alia* by way of arranging construction finance, whether through mortgage, in part or full, against the Developer's Allocation in the New Buildings on the Said Property, and for the same the Owners shall give NOC.
- 5.2.3 **No Neglect:** The Developer shall not neglect the project of development of the Said Property and shall accord the highest priority, financial as well as infrastructural, to the development of the Said Property.
- 5.2.4 **Developer has Authority:** The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.

- 5.3 **Decision to Develop:** The Owners along with other co-owners have decided to develop the Larger Property which includes the Said Property. Pursuant thereto, preliminary discussions were held with the Developer for taking up the development of the Said Property by constructing the New Buildings (Project).
- 5.4 **Finalization of Terms Based on Reliance on Representations:** Pursuant to the above and relying on the representations made by the Parties to each other as stated above, final terms and conditions [superseding all previous correspondence and agreements (oral or written) between the Parties] for the Project are being recorded by this Agreement.
6. **Basic Understanding:**
- 6.1 **Development of Said Property by Construction of New Buildings:** The Parties have mutually decided to take up the Project, i.e. the development of the Said Property by construction of the New Buildings thereon on co-venture basis, with (1) specified inputs and responsibility sharing by the Parties and (2) exchange with each other of their specified inputs.
- 6.2 **Nature and Use of New Buildings:** The New Buildings shall be constructed in accordance with architectural plan (Building Plans) to be prepared by the Architect/s appointed by the Developer from time to time (Architect) and sanctioned by the Budge Budge Municipality and other statutory authorities concerned with sanction (collectively Planning Authorities), as a ready-to-use residential building with specified areas, amenities and facilities to be enjoyed in common.
7. **Appointment and Commencement:**
- 7.1 **Appointment:** 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. Pursuant to and in furtherance of the aforesaid confirmations, the Owners hereby appoint the Developer as the developer of the Said Property with right to execute the Project and the Developer hereby accepts the said appointment by the Owners.
- 7.2 **Commencement:** 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.
8. **Sanction and Construction:**
- 8.1 **Sanction of Building Plans:** The Developer (at its own costs and responsibility) has already obtained from the Planning Authorities, sanctioned Building Plans. In this regard it is clarified that (1) full potential of FAR of the Said Property shall be utilized for construction of the New Buildings, (2) the Developer shall be responsible for obtaining all sanctions, permissions, clearances and approvals needed for the Project (including final sanction of the Building Plans and Completion Certificate) and (3) all costs and fees for sanctions, permissions, clearances and approvals shall be borne and paid by the Developer.
- 8.2 **Architect and Consultants:** The Owners confirm that the Owners have authorized the Developer to appoint the Architect and other consultants to complete the Project. All costs, charges and expenses in this regard including professional fees and

supervision charges shall be paid by the Developer and the Owners shall have no liability or responsibility.

- 8.3 **Construction of New Buildings:** The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owners, construct, erect and complete the New Buildings on the Said Property comprising of residential cum commercial buildings and Common Portions (defined in Clause 8.5 below), in accordance with the sanctioned Building Plans. The Parties have mutually agreed that in the event of construction of an extra floor in the New Buildings, above the sanctioned plan, the cost and expenses to be incurred for such further construction shall be borne by the Developer, wherein the Owners shall reduce their sharing ratio to 15% (fifteen percent) instead of 22.5% (twenty two point five percent) as mentioned earlier. This reduction in ratio is mutually agreed by the Parties to make it par equivalent to the additional expenses borne by the Developer.
- 8.4 **Completion Time:** With regard to time of completion of the Project, it has been agreed between the Parties, the Developer will commence the construction work within 6 (six) months from the date of signing of this Agreement and shall try to complete the entire process of development of the Said Property and construct, erect and complete the New Buildings and handover the Owners' Allocation within a period of 36 (thirty six) months from the date of signing of this Agreement (**Completion Time**), provided however the Completion Time may be extended subject to Force Majeure (defined in clause 22.1 below) and other unavoidable circumstances if required and thereafter.
- 8.5 **Common Portions:** The Developer shall at its own costs install and erect in the New Buildings common areas, amenities and facilities such as roof, stairways, lifts, passages, common lavatory, electric meter room, pump room, reservoir, over head water tank, water pump and motor, water connection, drainage connection, sewerage connection as per the sanctioned Building Plans (collectively **Common Portions**). For permanent electric connection to the flats and other spaces in the New Buildings (**Flats**), the intending purchasers (collectively **Transferees**) shall pay the deposits demanded by CESC and other agencies and the Owners shall also pay the same for the Flats in the Owners' Allocation (defined in Clause 11.1 below). It is clarified that the expression **Transferees** includes the Owners and the Developer, to the extent of unsold or retained Flats in the New Buildings. Provided however, the cost of installing the electric meters and transformer for Flats occupied by the Owners for personal use and occupation only out of the Owners' Allocation shall be borne by the Developer.
- 8.6 **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.
- 8.7 **Temporary Connections:** The Developer shall be authorized in the name of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the Said Property, upon payment of all usage charges.
- 8.8 **Co-operation by Owners:** The Owners shall not indulge in any activities which may be detrimental to the development of the Said Property and/or which may affect the mutual interest of the Parties. The Owners shall provide all co-operations that may be necessary for successful completion of the Project.

- 8.9 **Nomination and Assignment:** Notwithstanding anything herein contained, the Developer shall be entitled to assign or transfer the benefits and obligations under this Agreement in favour of such persons/companies as it deem fit and proper with prior intimation to the Owners, for which the Owners shall have no objection and if such assignor or nominee fails to complete the Project then the Developer carries the responsibility to finish the Project and in such event the Owners do not carry any liability.
- 8.10 **Demolish:** The Developer shall have the right to demolish the existing structure on the Said Property. The rubbish, bricks and debris out of the demolition shall be used by the Developer for construction purposes and the other items shall belong to the Owners, who will have the liberty to sell them and received the money from the same.
9. **Possession:**
- 9.1 **Vacating by Owners:** Simultaneously herewith, the Owners have handed over *khas*, vacant, peaceful and physical possession of the major portion of the Said Property save and except the portion of the existing building used as a dwelling unit by the Owners to the Developer, for the purpose of execution of the Project. At the time of demolishing the existing dwelling unit, the Developer shall arrange alternate accommodation to the Owners comprising of 4 (four) unfinished habitable flats on the first floor in Block-IA with temporary basic facilities and utilities in the Said Property which will later on be considered as part of Owners' Allocation.
- 9.2 **Shifting of Occupants:** The Owners shall be fully responsible for shifting of all occupants from the Said Property before the commencement of construction of the Project and shall bear all the necessary costs and expenses for the same, if required.
10. **Powers and Authorities:**
- 10.1 **Power of Attorney for Building Plans Sanction:** The Owners shall grant to the Developer and/or its nominees a Power of Attorney for the purpose of getting the Building Plans sanctioned/revalidated/modified/alterd by the Planning Authorities and obtaining all necessary permissions from different authorities in connection with construction of the New Buildings.
- 10.2 **Power of Attorney for Construction and Sale of Developer's Allocation:** The Owners shall also grant to the Developer and/or its nominees a Power of Attorney for construction of the New Buildings and booking and sale of the Developer's Allocation (defined in Clause 12.1 below).
- 10.3 **Amalgamation and Extension of Project:** Notwithstanding grant of the aforesaid Powers of Attorney, the Developer hereby undertakes that any amalgamation and/or extension of the Project shall be undertaken only subject to mutual agreement of the Parties. However, the Owners, subject to such mutual agreement, assure and undertake to execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to amalgamate the Said Property with the adjoining plots for extension of the Project and use of Common Portions.
- 10.4 **No Obstruction for Addition of Plots:** The Developer shall be entitled to purchase additional plots adjacent to the Said Property or can enter into joint venture agreement for development of any plots adjacent to the Said Property. However, any amalgamation of the same with the Said Property and construction of

additional building/buildings therein shall be subject to mutual agreement between the Parties as mentioned in Clause 10.3 above.

10.4 **Further Acts:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to perform all obligations under this Agreement.

11. **Owners' Consideration:**

11.1 **Owners' Allocation:** The Owners are and shall be collectively entitled to (1) the 22.5% (twenty two point five percent) out of 27% (twenty seven percent) of the total built-up area in Block-I on the Said Property comprising of (a) residential blocks/units only excluding any commercial shops and other saleable portions like community hall in the Project, (b) 6 (six) covered car parking spaces in Block-I and 6 (six) open car parking spaces in any other place of the Project (2) undivided proportionate share in the area for access to Common Portions and (3) a total refundable interest free advance of Rs.9,96,000/- (Rupees nine lac and ninety six thousand) only [**Refundable Advance**], which shall be paid simultaneously at the time of signing of this agreement, receipt of which the Owners hereby admit and acknowledge (collectively **Owners' Allocation**), It is further clarified that the Possession Letter/s shall be issued by the Developers to the Owners at the time of handing over possession of the Owners' Allocation. The Owners' Allocation shall be heritable and freely transferable. If the Owners fail to refund the Refundable Advance to the Developer before handing over of the Owners' Allocation then in such circumstances the Developer shall be entitled to adjust the said Refundable Advance by selling/retaining the proportionate area out of the Owners' Allocation as agreed mutually by the Parties and as per the then existing market rate.

12. **Developer's Consideration:**

12.1 **Developer's Allocation:** The Developer shall be fully and completely entitled to (1) the 73% (seventy three percent) of the total constructed area of the Project on the Said Property, excluding Owners' Allocation, comprising of (a) residential cum commercial units in the Project and (b) open and/or covered car parking spaces in the Project and (2) undivided proportionate share in the area for access to Common Portions (collectively **Developer's Allocation**). It is clarified that the Developer's Allocation shall include undivided, impartible and indivisible proportionate share in (1) the Common Portions of the Project and (2) the land contained in the Said Property.

13. **Dealing with Respective Allocations:**

13.1 **Demarcation of Respective Allocations:** The Parties have mutually agreed that on sanction of the Building Plans, the Parties shall formally demarcate their respective allocations based on the Building Plans and Clauses 11 and 12 of this Agreement. The details of such demarcation shall be recorded in a supplementary agreement, which shall, upon execution, be deemed to be a part and parcel of this Agreement.

13.2 **Dealing of Owners' Allocation:** The Owners shall be entitled to the Owners' Allocation with right to transfer or otherwise deal with the same in any manner the Owners deem appropriate and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession, enjoyment, use and transfer of the Owners' Allocation. It is clearly understood that the dealings of the Owners with regard to the Owners' Allocation shall not in any manner fasten or create any

financial liabilities upon the Developer. However, any transfer of any part of the Owners' Allocation shall be subject to the other provisions of this Agreement.

- 13.3 **Dealing of Developer's Allocation:** The Developer shall be exclusively entitled to the Developer's Allocation with exclusive right to transfer or otherwise deal with the same in any manner the Developer deems appropriate, without any right, claim or interest therein whatsoever of the Owners and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession, enjoyment, use and transfer of the Developer's Allocation. It is clearly understood that the dealings of the Developer with regard to the Developer's Allocation shall not in any manner fasten or create any financial liabilities upon the Owners. However, any transfer of any part of the Developer's Allocation shall be subject to the other provisions of this Agreement.
- 13.4 **Transfer of Developer's Allocation:** In consideration of the Developer constructing and handing over the Owners' Allocation to the Owners and meeting other obligations towards the Owners, the Owners shall execute deeds of conveyances of the undivided share in the land contained in the Said Property and the Building Plans as be attributable to the Developer's Allocation, in such part or parts as shall be required by the Developer. Such execution of conveyances shall be through the Developer exercising the powers and authorities mentioned in Clause 10.2 above.
- 13.5 **No Objection to Allocation:** The Parties confirm that neither Party has any objection with regard to their respective allocations.
- 13.6 **Cost of Transfer:** The Parties shall bear their respective costs for transfer of their respective allocations which includes costs towards stamp duty and registration fees and all other expenses.
14. **Taxes and Outgoings:**
- 14.1 **Relating to Period Prior to Date of Sanction of Building Plans:** All municipal rates, taxes, penalty, interest and outgoings (collectively Rates) on the Said Property relating to the period prior to the date of sanction of the Building Plans shall be the liability of the Owners and the same shall be borne, paid and discharged by the Owners as and when called upon by the Developer, without raising any objection thereto.
- 14.2 **Relating to Period After Sanction of Building Plans:** As from the date of sanction of the Building Plans, the Developer shall be liable for the Rates in respect of the Said Property and from the Possession Date (defined in Clause 15.2 below), the Parties shall become liable and responsible for the Rates in the ratio of their sharing in the New Buildings.
- 14.3 **Service Tax:** The Owners and the Developer shall be liable to bear their respective share of service taxes, as applicable.
15. **Possession and Post Completion Maintenance:**
- 15.1 **Possession of Owners' Allocation:** The Developer shall intimate the Owners to take possession of Owners' Allocation and if within a period of 15 (fifteen) days of such intimation the Owners fail to take possession then it shall be deemed that the Developer has delivered possession to the Owners solely for the purposes of computation and payment of any Rates, charges for upkeep of any common facilities and Maintenance Charges.

- 15.2 **Possession Date and Rates:** On and from such date of the Owners taking physical possession or the aforementioned deemed possession, whichever be earlier (**Possession Date**), the Parties shall become liable and responsible for the Rates (as mentioned in clause 14.1 above) in respect of their respective Allocations.
- 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 Developer and the Owners shall jointly and mutually frame a scheme for the management and administration of the New Buildings. The Owners hereby agree to abide by all the rules and regulations to be so framed for the management and administration of the New Buildings.
- 15.5 **Maintenance Charge:** The Transferees and the Owners shall manage and maintain the Common Portions and services of the New Buildings [if necessary, by forming a body (**Association**)] and shall collect the costs and service charge therefor (**Maintenance Charge**). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Buildings, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments. Advance/deposit towards Maintenance Charge shall also be collected, to ensure that funds are readily available for proper maintenance and upkeep of the New Buildings.
16. **Common Restrictions:**
- 16.1 **Applicable to Both:** The Owners' Allocation and the Developer's Allocation in the New Buildings shall be subject to the same restrictions as are applicable to multi-storied ownership buildings, intended for common benefit of all occupiers of the New Buildings.
17. **Obligations of Developer:**
- 17.1 **Completion of Development within Completion Time:** The Developer shall complete the development of the Said Property within the Completion Time.
- 17.2 **Compliance with Laws:** The execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure compliance.
- 17.3 **Planning, Designing and Development:** The Developer shall be responsible for planning, designing and development of the New Buildings with the help of the Architect, professional bodies, contractors, etc.
- 17.4 **Specifications:** The Developer shall construct the New Buildings as per the specifications given in the 3rd Schedule attached hereto (**Specifications**).
- 17.5 **Commencement of Project:** The development of the Said Property shall commence as per the Specifications, Building Plans, Scheme, rules, regulations, bye-laws and

approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, the Owners having no responsibility in respect thereof in any manner whatsoever.

- 17.6 **Construction at Developer's Cost:** The Developer shall construct the New Buildings at its own cost.
- 17.7 **Tax Liabilities:** All tax liabilities applicable in relation to the development, namely sales tax, value added tax, service tax, works contract tax and other dues shall be paid by the person liable to pay such tax in accordance with law.
- 17.8 **Permission for Construction:** It shall be the responsibility of the Developer to obtain all sanctions, permissions, clearances and approvals required from various Government authorities for sanction of the Building Plans and execution of the Project. The expenses to be incurred for obtaining all such sanctions, permissions, clearances and approvals shall be borne by the Developer.
- 17.9 **Boundary Wall:** The Developer at its own costs shall construct boundary wall in and around the Said Property.
- 17.10 **Conversion:** The Developer shall take all necessary steps in connection with change of the nature and character of land contained in the Said Property *inter alia* by way of approaching the concerned authorities and obtaining necessary orders for conversion of the Said Property to residential and thereafter paying fees and charges for the same.
- 17.11 **Amalgamation:** To take all necessary steps to amalgamate the Said Property from the concerned authority and to pay fees, costs and charges for that purpose.
- 17.12 **Permission for Creating Lien/Charge on the Project:** The Developer shall be entitled to mortgage only the Developer's Allocation in the New Buildings on the Said Property, either in part or in full, to obtain construction loan from financial institutions.
18. **Obligations of Owners:**
- 18.1 **Co-operation with Developer:** The Owners undertake to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property.
- 18.2 **Act in Good Faith:** 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.
- 18.3 **Documentation and Information:** The Owners undertake to provide the Developer with any and all documentation and information relating to the Said Property as may be required by the Developer from time to time.
- 18.4 **No Obstruction in Dealing with Developer's Functions:** The Owners covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- 18.5 **No Obstruction in Construction:** The Owners covenant not to cause any interference or hindrance in the construction of the New Buildings unless there is any dispute arises regarding the quality of construction.

- 18.6 **Handing Over of Existing Building:** The Owners shall handover the present existing building on the Said Property save and except the portion used as a dwelling place to the Developer for demolition and construction of New Buildings thereon.
- 18.7 **No Dealing with Said Property:** The Owners covenant not to let out, grant lease, mortgage and/or charge the Said Property or any portions thereof, save in the manner envisaged by this Agreement, during the tenure of the development of the Said Property.
- 18.8 **Shifting of Durga Deity and Durga *Dalan*:** It is clearly understood that there is a Durga Deity placed in the *dalan* of the Larger Property and it may be shifted to different place inside the aforesaid property only for Worship of Durga deity during Durga Puja occasion and that replacement area measuring about 20ft by 15ft by 10ft will be chosen as per Architect Plan and the cost of newly Durga *Dalan* shall be borne by the Developer and shall be used by the Owners exclusively.
- 18.9 **Settling of Local Disputes:** The Owners shall render their best co-operation and assistance to the Developer in the matter of development of the Said Property and/or construction of the New Buildings. If any local dispute may arise, the Owners and the Developer shall take over the said dispute and settle and compromise for the smooth progress of work.
- 18.10 **Further Co-operation:** It is further agreed and understood by the Owners herein that in absence of the Owners herein, the legal heirs and successors of the Owners shall be liable to abide by the terms and conditions of this joint venture agreement in future without any plea and monetary consideration.
19. **Indemnity:**
- 19.1 **By the Developer:** The Developer hereby indemnifies and agrees to keep the Owners saved harmless and indemnified of from and against any and all loss, damage or liability suffered by the Owners in relation to the construction of the New Buildings or violation of any permission, rules regulations or bye-laws.
- 19.2 **By the Owners:** The Owners hereby indemnify and agree to keep the Developer saved harmless and indemnified of from and against any and all loss, damage or liability suffered by Developer in the course of implementing the Project for any successful claim by any third party for any defect in title of the Said Property or any of the Representations of the Owners being incorrect.
20. **Miscellaneous:**
- 20.1 **Parties Acting under Legal Advice:** Each Party has taken and shall take its own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.
- 20.2 **Title Certification:** The Developer's advocate shall certify the title and his certificates/recommendations shall be accepted by the Parties, without question, according to law. As a condition precedent to title certification, the Owners shall fully co-operate and produce all relevant papers and documents for the satisfaction of the Developer's advocate.

- 20.3 **Essence of Contract:** In addition to time, the Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 20.4 **Transaction Documentation:** The Developer's Advocate shall draw all further documents pertaining to the future transaction of the Project, as has been mutually decided by the Owners and Developer herein.
- 20.5 **Original Title Documents:** Simultaneously with the signing of this Agreement, all original documents shall be handed over by the Owners to the Developer who will preserve the same during the entire tenure of construction of the Project. At the time of handing over of the Project, all original title documents of the Said Property shall be handed over by the Developer to the syndicate/committee/body corporate/company/association to be formed under the West Bengal Apartment Ownership Act, 1972 (Association).
- 20.6 **Essence of Contract:** In addition to time, the Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 20.7 **Documentation:** The Developer shall be responsible for meeting all costs and expenses towards execution and registration of any document for giving effect to all or any of the terms and conditions set out herein, including this Agreement.
- 20.8 **Valid Receipt:** The Owners shall pass valid receipts for all amounts paid under this Agreement.
- 20.9 **No Partnership:** The Owners and the Developer have entered into this Agreement on principal to principal basis and nothing 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.
- 20.10 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 20.11 **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owners. Further, various applications and other documents may be required to be made or signed by the Owners relating to which specific provisions may not have been made herein. The Owners hereby undertake to do all such acts, deeds, matters and things and execute any additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer provided that all such acts, deeds, matters and things do not in any way infringe on the rights of the Owners in terms of this Agreement.
- 20.12 **Taxation:** The Owners shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly the Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Owners' Allocation and the Owners shall be liable to make payment

of the same and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

20.13 **Name of the Project:** The name of the Project shall be decided by the Developer.

20.14 **Charge on the Said Property:** All amounts paid by the Developer to the Owners shall have a proportionate charge on the Owners' Allocation portion of the Project to be developed on the Said Property till completion of the Project. Possession of the Owners' Allocation shall not be handed over until the Refundable Advance paid to the respective Owner is refunded or adjusted in full to the Developer. However, handover of possession of the Owners' Allocation to any one Owner shall not be dependent upon the refund of the Refundable Advance by the other Owners.

20.15 **Supervision:** There should be joint supervision right between the Owners and the Developers in the development of the New Buildings.

20.16 **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.

21. **Defaults:**

21.1 **No Cancellation:** In the event of any default on the part of one Party, the other Party shall be entitled to sue the Party in default for specific performance of this Agreement and also for damages. If because of any willful act on the part of the Developer the construction and completion of the New Buildings is delayed and/or suspended, then and in that event the Developer shall be liable to pay damages of Rs. 25,000/- (rupees twenty five thousand) per month to the Owners' till the completion of Project.

22. **Force Majeure:**

22.1 **Circumstances Of Force Majeure:** The Parties shall not be held responsible for any consequences or liabilities under this Agreement if the Parties are prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God, (2) acts of Nature, (3) acts of War, (4) fire, (5) insurrection, (6) terrorist action, (7) civil unrest, (8) riots, (9) strike by material suppliers, workers and employees, (10) delay on account of receiving statutory permissions, (11) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority, (12) any notice, order of injunction, litigation, attachments, etc. and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations and (14) abnormal rise in cost of construction inputs and scarcity/short supply thereof (collectively **Circumstances Of Force Majeure**).

22.2 **No Default:** The Parties shall not be deemed to have defaulted in the performance of their contractual obligations whilst the performance thereof is prevented by Circumstances Of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence and cessation of any event constituting Circumstances Of Force Majeure.

23. **Entire Agreement:**

23.1 **Supercession:** This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions/correspondence and agreements between the Parties, oral or implied or written.

24. **Documents:**

24.1 **Originals:** The original of this Agreement shall be retained by the Developer and the Owners will keep a certified copy of the same.

25. **Severance:**

25.1 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.

26. **Amendment/Modification:**

26.1 **Express Documentation:** No 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 all the Parties.

27. **Notice:**

27.1 **Mode of Service:** Notices under this Agreement shall be served by messenger or registered post/speed post with acknowledgment due at the above mentioned addresses of the Parties, unless the address is changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on the date of delivery, if sent by messenger and (2) on the 4th day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties. The Owners shall address all such notices and other written communications to the Director of the Developer and the Developer shall address all such notices and other written communications to each of the Owners.

28. **Disputes**

28.1 **Dispute Resolution:** Any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**) shall be resolved mutually between the Parties, failing which the Parties shall be at liberty to resolve the same before the Court of Law.

28.2 **Jurisdiction:** In connection with the aforesaid Disputes, the District Court having territorial jurisdiction over the Said Property and the High Court at Calcutta only

shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

29. Rules of Interpretation:

- 29.1 **Presumptions Rebutted:** It is agreed that all presumptions which may arise in law at variance with the express provisions of this Agreement stand rebutted and that no presumptions shall arise adverse to the right, title and interest of Parties to the Said Property.
- 29.2 **Statutes:** Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.
- 29.3 **Party:** In this Agreement, a reference to a Party includes that Party's successors and permitted assigns.
- 29.4 **Definitions:** In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 29.5 **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.
- 29.6 **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.
- 29.7 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.

1st Schedule
Part-I
(First Property)

Bastu land measuring 34 (thirty four) decimal, more or less, comprised in R.S. Dag No. 126 corresponding L.R. *Dag* No. 195, recorded in L.R. *Khatian* Nos. 4781, 4780, 1028, 1054, 4775, 4776, 4777, 3899 and 3898, *Mouza* Garbhukta-Nandanpur, J.L No. 8, Holding No. 120, D.P.J.M. Road, within Ward No. 1 of the Budge Budge Municipality, Police Station Budge Budge, District South 24 Parganas

Together With all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature in the First Property and appurtenances and inheritances for access and user thereof.

Part-II
(Second Property)

Bastu land measuring 9 (nine) decimal, more or less, comprised in R.S. Dag No. 126/2080 corresponding L.R. *Dag* No. 196, recorded in L.R. *Khatian* Nos. 4781, 4780, 1028, 1054, 4775, 4776, 4777, 3899 and 3898, *Mouza* Garbhukta-Nandanpur, J.L No. 8, Holding No. 120, D.P.J.M. Road, within Ward No. 1 of the Budge Budge Municipality, Police Station Budge Budge, District South 24 Parganas

Together With all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature in the Second Property and appurtenances and inheritances for access and user thereof.

Part-III
(Third Property)

Pond/*bagan* land measuring 14 (fourteen) decimal, more or less, comprised in R.S. Dag No. 127 corresponding L.R. Dag No. 197, recorded in L.R. *Khatian* Nos. 4781, 4780, 1028, 1054, 4775, 4776, 4777, 3899 and 3898, *Mouza* Garbhukta-Nandanpur, J.L No. 8, Holding No. 120, D.P.J.M. Road, within Ward No. 1 of the Budge Budge Municipality, Police Station Budge Budge, District South 24 Parganas

Together With all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature in the Third Property and appurtenances and inheritances for access and user thereof.

Part-IV
(Fourth Property)

Bastu land measuring 10 (ten) decimal, more or less, comprised in R.S. Dag No. 128 corresponding L.R. Dag No. 198, recorded in L.R. *Khatian* Nos. 4781, 4780, 1028, 1054, 4775, 4776, 4779, 3899 and 3898, *Mouza* Garbhukta-Nandanpur, J.L No. 8, Holding No. 120, D.P.J.M. Road, within Ward No. 1 of the Budge Budge Municipality, Police Station Budge Budge, District South 24 Parganas

Together With all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature in the Fourth Property and appurtenances and inheritances for access and user thereof.

2nd Schedule
(Said Property)

Bastu land measuring 34 (thirty four) decimal, more or less, comprised in R.S. Dag No. 126 corresponding L.R. Dag No. 195, recorded in L.R. *Khatian* Nos. 4781, 4780, 1028, 1054, 4775, 4776, 4777, 3899 and 3898, *Mouza* Garbhukta-Nandanpur, J.L No. 8, Holding No. 120, D.P.J.M. Road, within Ward No. 1 of the Budge Budge Municipality, Police Station Budge Budge, District South 24 Parganas

Bastu land measuring 9 (nine) decimal, more or less, comprised in R.S. Dag No. 126/2080 corresponding L.R. Dag No. 196, recorded in L.R. *Khatian* Nos. 4781, 4780, 1028, 1054, 4775, 4776, 4777, 3899 and 3898, *Mouza* Garbhukta-Nandanpur, J.L No. 8, Holding No. 120, D.P.J.M. Road, within Ward No. 1 of the Budge Budge Municipality, Police Station Budge Budge, District South 24 Parganas

Pond/*bagan* land measuring 14 (fourteen) decimal, more or less, comprised in R.S. Dag No. 127 corresponding L.R. Dag No. 197, recorded in L.R. *Khatian* Nos. 4781, 4780, 1028, 1054, 4775, 4776, 4777, 3899 and 3898, *Mouza* Garbhukta-Nandanpur, J.L No. 8, Holding No. 120, D.P.J.M. Road, within Ward No. 1 of the Budge Budge Municipality, Police Station Budge Budge, District South 24 Parganas

Bastu land measuring 10 (ten) decimal, more or less, comprised in R.S. Dag No. 128 corresponding L.R. Dag No. 198, recorded in L.R. *Khatian* Nos. 4781, 4780, 1028, 1054, 4775, 4776, 4777, 3899 and 3898, *Mouza* Garbhukta-Nandanpur, J.L No. 8,

Holding No. 120, D.P.J.M. Road, within Ward No. 1 of the Budge Budge Municipality, Police Station Budge Budge, District South 24 Parganas

Aggregating toland measuring 67 (sixty seven) decimal, more or less.

3rd Schedule
(Specifications)


Foundation	:	Sand filling and full Raft footing.
Structure	:	R.C.C. Frame Structure.
Brick Works	:	As Standard Bricks
Flooring	:	<p>Bed Rooms, living-Dining and Balcony: Entirely finished with standard Marble or Tiles.</p> <p>Toilet, W.C. & Kitchen: Entirely finished as standard marble or mosaic.</p> <p>i) Walls or Dado: Kitchen: Cooking platform shall be of black stone and above cooking platform as standard height Glazed tiles with black stone sink.</p> <p>ii) Toilet: as standard height Glazed tiles finished.</p> <p>iii) W.C.: as standard height Glazed tiles finished</p>
Sanitary & Plumbing	:	<p>Inside: P.V.C. pipe with concealed pipe line along with Indian Pan and western commode at alternative toilet and W.C., wash basin, cistern, shower, bib cock, stop cock, angular, stopcock as per minimum requirement in each flat.</p> <p>Kitchen: Concealed pipe line with bib cock, angular stopcock as per minimum requirement.</p> <p>Outside: Heavy density P.V.C. & S.W. overhead pipe line.</p>
Windows	:	All windows shall be in Aluminium Shutter windows with fabricated and glass finished with 4/11/13.
Doors	:	<p>All main and inside doors shall be standard Phenon bonded.</p> <p>Main Doors: shall be provided with one Night Latch, door eye, hatch bolt, handle and door stopper.</p> <p>Other inside Doors: Tower bolt, ring and handle.</p>
Painting	:	Plaster of paris finished in each flat without

		<p>primer or paints all inside wall and ceiling.</p> <p>Doors & Windows: All doors and windows shall be Primer paints.</p> <p>Outside Paints: All external paints of the building shall be completed in one coats of cement wash and two coats of seacem or any other reputed brands of cement paints in matching colour.</p> <p>N.B.: Any change in the above specification and materials to be used in the flat will be charged extra as per actual cost and it shall be borne by the Owners.</p>
Electrical	:	<p>One common 440 Volts three face electric line with meter shall be provided for the building with proper earthing system.</p> <p>All electrical lines and points shall be concealed with P.V.C. pipe with heavy duty copper wire and standard switches and plugs and Board.</p> <p>a) Bed rooms:- Sufficient points shall be provided.</p> <p>b) Living cum Dining: Sufficient points shall be provided</p> <p>c) Kitchen: Sufficient points shall be provided.</p> <p>d) Toilet: Sufficient points shall be provided</p> <p>e) Balcony: One light points.</p> <p>f) Bell: Each flat (beside main door) shall be provided with one calling bell point without calling bell system.</p> <p>Every flat shall have sufficient earthing system. It is made clear that the Owners/Landlords shall arrange their individual flats (220 Volts) meter at their own costs and expenses.</p>
Lift	:	Standard Lift shall be provided.

31. Execution and Delivery

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

<p><u>Ila Ghosh.</u> (Ila Ghosh)</p>	<p><u>Abhijit Ghosh.</u> (Abhijit Ghosh)</p>
<p><u>Nabanita Bose.</u> (Nabanita Bose)</p>	<p><u>Dipendra Nath Ghosh.</u> (Dipendra Nath Ghosh)</p>
<p><u>Debabrata Ghosh.</u> (Debabrata Ghosh)</p>	<p><u>Basanti Palit</u> (Basanti Palit)</p>
<p><u>Sheela Sinha</u> (Sheela Sinha)</p>	<p><u>Bandana Bose.</u> (Bandana Bose)</p>
<p><u>Anjana Ghosh.</u> (Anjana Ghosh)</p>	<p><u>Protima Ghosh</u> (Protima Ghosh)</p>

<u>Debjit Ghosh</u> (Debjit Ghosh)	<u>Soma Roy.</u> (Soma Roy)
[Owners]	
 (Prakash Builders Private Limited) [Developer]	

Witnesses:

Signature <u>Susanta Bose</u>	Signature <u>B.K. Maheshwari</u>
Name <u>SUSANTA BOSE</u>	Name <u>BINODKUMAR MAHESHWARI</u>
Father's Name <u>SUSHIL KUMAR BOSE</u>	Father's Name <u>LATE HAZALMAL MAHESHWARI</u>
Address <u>10/A GOPAL GHOSH LANE</u> <u>KOLKATA - 700023</u>	Address _____ <u>89/282 BANURA PARIC ROAD</u> <u>HOOHLY 712278</u>

Drafted by me:-
 Nanded - A. Sarkar
 Advocate
 High Court, Calcutta
 F/1766/2011

SPECIMEN FORM TEN FINGER PRINTS

Sl. No. Signature of the executants and/or purchaser Presentants



Ila Ghosh

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
		(Right Hand)		



Abhijit Ghosh

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
		(Right Hand)		



Nabanita Bose

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
		(Right Hand)		

SPECIMEN FORM TEN FINGER PRINTS

Sr. No. Signature of the executants and/or purchaser Presentants



H. Lal Singh

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



H. Lal Singh

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



Basanti Palit

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

SPECIMEN FORM TEN FINGER PRINTS

No. Signature of the
executants and/or
purchaser
Presentants



Sheela Sinha

Little	Ring	Middle (Left Hand)	Fore	Thumb
Thumb	Fore	Middle (Right Hand)	Ring	Little



Bandana Bore

Little	Ring	Middle (Left Hand)	Fore	Thumb
Thumb	Fore	Middle (Right Hand)	Ring	Little






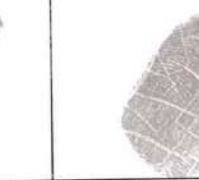
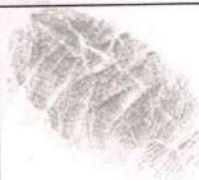



























Anjana Ghosh

Little	Ring	Middle (Left Hand)	Fore	Thumb
Thumb	Fore	Middle (Right Hand)	Ring	Little

SPECIMEN FORM TEN FINGER PRINTS

No. Signature of the executants and/or purchaser Presentants

					
	Little	Ring	Middle (Left Hand)	Fore	Thumb
<p style="font-family: cursive;">Poojima Guse</p>					
	Thumb	Fore	Middle (Right Hand)	Ring	Little
					
	Little	Ring	Middle (Left Hand)	Fore	Thumb
<p style="font-family: cursive;">Abhinav Kash.</p>					
	Thumb	Fore	Middle (Right Hand)	Ring	Little
					
	Little	Ring	Middle (Left Hand)	Fore	Thumb
<p style="font-family: cursive;">Sona Roy.</p>					
	Thumb	Fore	Middle (Right Hand)	Ring	Little

SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants
---------	--



Michael S. ...

	Little	Ring	Middle (Left Hand)	Fore	Thumb
	Thumb	Fore	Middle (Right Hand)	Ring	Little
	Little	Ring	Middle (Left Hand)	Fore	Thumb
	Thumb	Fore	Middle (Right Hand)	Ring	Little
	Little	Ring	Middle (Left Hand)	Fore	Thumb
	Thumb	Fore	Middle (Right Hand)	Ring	Little