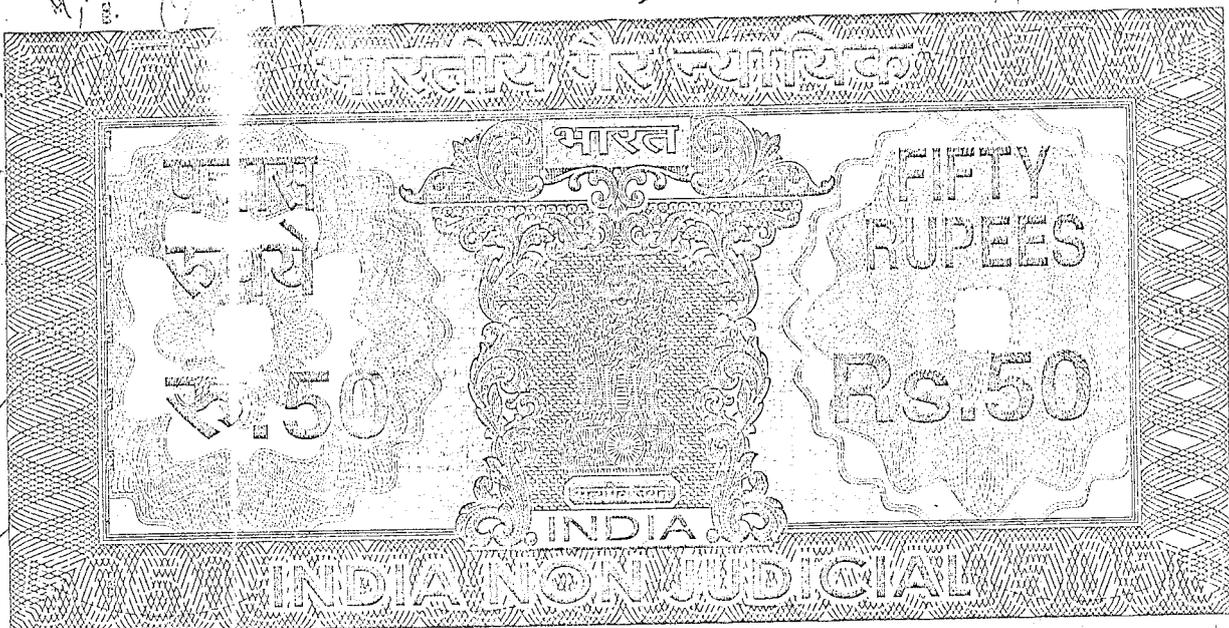


4/12/13 09/19

I

08900/13

1000
3/12



পশ্চিমবঙ্গ পশ্চিম বঙ্গ WEST BENGAL

N 052641

... to registration, the signature sheets and
... endorsement sheets attached with
... this document

[Signature]
 03 DEC 2013

THIS AGREEMENT FOR DEVELOPMENT made this ^{30th} day of ^{Nov,} July TWO THOUSAND THIRTEEN BETWEEN SMT. RAMA CHAKRABORTY wife of Biswaranjan Chakraborty (PAN NO. ^{AGZPC6019}) citizen of India at present residing at Dr. B. C. Roy Road, P. O. Dakshin Jagaddal, P. S. Sonarpur, District-24, Parganas (South) hereinafter referred to as the "OWNER" (which expression shall unless excluded by or repugnant to the

135791

T. C. RAY & CO.
Solicitors & Admiralty
6, Old Post Office Bldg
370, Princes Street, Calcutta-700001

v. c. 2 7/13

| |
|-----------------------------|
| NAME..... |
| ADD..... |
| Rs..... |
| 12 NOV 2013 |
| SURANJAN MUKHERJEE |
| Licensed Stamp Vendor |
| C. C. Court |
| 2 & 3, K. S. Roy Road, Kolt |

Worse



3625

12 NOV 2013
12 NOV 2013

STARLITE INFRACON PVT LTD 03 DEC 2013

Worse

Director

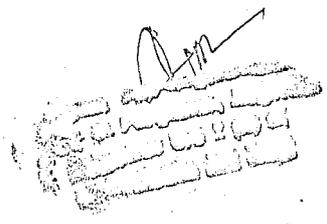


3626



03 DEC 2013

Rama Chakraborty



03 DEC 2013

Signature

to, S. Ch. 4-2
J. S. S. Khanna 2d,
at- 59.

7



Government Of West Bengal
Office Of the D.S.R. - IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 08900 of 2013
(Serial No. 09049 of 2013 and Query No. 1604L000019643 of 2013)

On 03/12/2013

Presentation (Under Section 52 & Rule 22A(2) 46(1), W.B. Registration Rules, 1962)

Presented for registration at 16.00 hrs on :03/12/2013, at the Private residence by Mudit Poddar, Claimant.

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 03/12/2013 by

1. Rama Chakraborty, wife of Biswaranjan Chakraborty, Dr B C Roy Rd, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, By Caste Hindu, By Profession : Others
2. Mudit Poddar
Developer/director, Starlite Infracon Pvt Ltd, Fb 13 1598 Rajdanga Main Rd, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700107.
By Profession : Others
Identified By Soumitra Chanda, son of S Ch Chanda, 49 D D Khanna Rd, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700054, By Caste: Hindu, By Profession: Others.

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

On 04/12/2013

Certificate of Market Value (WB PUNE rules of 2005)

-Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-25,65,498/-

-Certified that the required stamp duty of this document is Rs.- 5010 /- and the Stamp duty paid as Impressive Rs.- 50/-

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

On 05/12/2013

Certificate of Admissibility (Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule Article number : 4, 5(f) of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 46.00/-, on 05/12/2013

(Under Article : ,E = 14/- ,H = 28/- ,M(b) =

Def. stamp duty



(Tridip Misra)
DISTRICT SUB-REGISTRAR



Government Of West Bengal
Office Of the D.S.R. - IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 08900 of 2013
(Serial No. 09049 of 2013 and Query No. 1604L000019643 of 2013)

Deficit stamp duty Rs. 5000/- is paid , by the draft number 810375, Draft Date 04/12/2013, Bank : State Bank of India, ESPLANADE, received on 05/12/2013

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV



(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

Endorsement Page 2 of 2

context be deemed to mean and include her heirs, legal representatives, successor and/or successors-in-interest and/or assigns as the case may be) of the ONE PART AND STARLITE INFRACON PVT. LTD., a company incorporated under the Companies Act, 1956 and having its Registered Office at Plot No. FB-13, 1598, Rajdanga Main Road, Kolkata - 700 107, P. S. Kasba being represented by its Director-cum-Principal Officer Mudit Poddar, son of Manoj Kumar Poddar, working for gain and/or carrying on business at or from the aforesaid address, duly empowered and authorised on that behalf hereinafter referred to as "DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor or successors-in-office and assigns) of the OTHER PART.

WHEREAS :

- A. At all material times Debendra Narayan Das Kayal, Dwijendra Narayan Das Kayal and Lokendra Narayan Das Kayal were seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute joint Owners of ALL THAT piece and parcel of Bagan Land situate and lying at Mouza-Jagatdal and comprised in J. L. No. 71, RS Dag Nos. 3102 and 3103 appertaining to RS Khatian Nos. 666, 689/2, P. S. Sonarpur, District-24 Parganas (South) measuring 17 cottahs be the same a little more or less.
- B. By a Deed of Conveyance dated 20th January, 1961 and made between the said Debendra Narayan Das Kayal & Ors. therein described as the Vendors of the One Part and Smt. Aruna Devi therein described as the Purchaser of the Other Part and registered in the Sub-Registry Office at Baruipur and recorded in Book No. I, being Deed No. 372 for the year 1971 the said Debendra Narayan Das Kayal & Ors. for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured ALL THAT the said Bagan Land measuring 17 cottahs unto and in favour of the Purchaser.
- C. By a Deed of Conveyance dated 21st September, 1981 and made between the Smt. Aruna Devi therein described as the Vendor of the One Part and Smt. Arpita Ganguly therein described as the Purchaser of the Other Part and registered in the office of the DSR-Alipore and recorded in Book No. I, being Deed No. 10790 for the year 1981 the said Smt. Aruna Devi for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured ALL THAT the said Bagan Land measuring 17 cottahs unto and in favour of the Purchaser.
- D. By a Deed of Conveyance dated 18th May, 1989 and made between Smt. Arpita Ganguly therein described as the Vendor of the One Part and Smt. Shanti Guha therein described as the Purchaser of the Other Part and registered in the office of ADSR-Alipore and recorded in Book No. I, being Deed No. 6440 for the year 1989 the Smt. Arpita Ganguly for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the Purchaser of ALL THAT carved out demarcated piece and parcel of Bagan Land measuring 11.43 cottahs more or less out of 17 cottahs situate and lying at Mouza-Jagaddal, Touzi Nos. 47, 49, 64, 64 and 68 and comprised in RS Dag Nos. 3102 and 3103

appertaining to RS Khatian Nos. 666, 684/2 within Rajpur Sonarpur Municipality, P. S. and Sub-Registry Office Sonarpur, 24 Parganas (South).

E. By a Deed of Conveyance dated 18th May, 1989 and made between Smt. Arpita Ganguly therein described as the Vendor of the One Part and Kunal Guha therein described as the Purchaser of the Other Part and registered in the office of ADSR-Sonarpur and recorded in Book No. I, being Deed No. ~~6439~~ for the year 1989 the said Smt. Arpita Ganguly for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the Purchaser of **ALL THAT** the divided and demarcated part of Bagan Land measuring 5 cottahs 14 chittacks and 1 sq. ft. equivalent to 5.57 cottahs more or less situate and lying at Mouza-Jagaddal, Touzi Nos. 47, 49, 64, 64 and 68 and comprised in RS Dag Nos. 3102 and 3103 appertaining to RS Khatian Nos. 666, 684/2 within Rajpur Sonarpur Municipality, P. S. and Sub-Registry Office Sonarpur, 24 Parganas (South).

F. By a Deed of Conveyance dated ~~17th May 1994~~ 1994 and made between Kunal Guha therein described as the Vendor of the One Part and Owner herein therein described as the Purchaser of the Other Part and registered in the office of ADSR-Sonarpur and recorded in Book No. I, being Deed No. ~~6337~~ for the year 1994 the said Kunal Guha for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the Purchaser of **ALL THAT** the divided and demarcated part of Bagan Land measuring 5 cottahs 14 chittacks and 1 sq. ft. equivalent to 5.57 cottahs more or less situate and lying at Mouza-Jagaddal, Touzi Nos. 47, 49, 64, 64 and 68 and comprised in RS Dag Nos. 3102 and 3103 appertaining to RS Khatian Nos. 666, 684/2 within Rajpur Sonarpur Municipality, P. S. and Sub-Registry Office Sonarpur, 24 Parganas (South).

G. Thus the Owner became seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the divided and demarcated part of Bagan Land measuring 5 cottahs 14 chittacks and 1 sq. ft. equivalent to 5.57 cottahs more or less situate and lying at Mouza-Jagaddal, Touzi Nos. 47, 49, 64, 64 and 68 and comprised in RS Dag Nos. 3102 and 3103 appertaining to RS Khatian Nos. 666, 684/2 within Rajpur Sonarpur Municipality, P. S. and Sub-Registry Office Sonarpur, 24 Parganas (South) more fully and particularly described and mentioned in the **FIRST SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the **"SAID PREMISES"** and delineated and shown in the map or plan annexed hereto and there on enclosed within red border line.

H. After purchasing or acquiring the SAID PREMISES, the Owner hath duly applied to the Office of the concerned B. L. & L. R. O. and get his/her/their name mutated in the records maintained in the Office of the said B. L. & L. R. O. in respect of the SAID PREMISES and have been duly and punctually paying and discharging all rates, taxes and other outgoings concerning or relating to the SAID PREMISES and has been holding and possessing the SAID PREMISES without any interruption, obstruction or demur as the full and absolute Owner thereof.

STARLITE INFRACON PVT.LTD.

Director

Rama Chakraborty

Rama Chakraborty

STARLITE INFRACON PVT.LTD.

Director

- I. The Owner with the intention of beneficial and profitable user of the SAID PREMISES hath approached the Developer with a proposal of development of the SAID PREMISES on JOINT VENTURE BASIS for mutual benefit and on terms and conditions contained in this agreement hereinafter.

The parties have now agreed to develop the said premises by demolishing the existing building and/or sheds or structures standing thereon on the terms, conditions and stipulations hereunder appearing and have also agreed to enter to this joint venture agreement for future guidance concerning mutual rights and obligations.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO :-

ARTICLE-I-DEFINITIONS:

Unless in these presents it is repugnant to the context therewith :-

- 1.1. OWNERS- shall mean the said SMT. **RAMA CHAKRABORTY** wife of Biswaranjan Chakraborty a citizen of India at present residing at Dr. B. C. Roy Road, P. O. Dakshin Jagaddal, P. S. Sonarpur, District-24, Parganas (South).
- 1.2. DEVELOPER- shall mean the said **STARLITE INFRACON PVT. LTD.**, a company incorporated under the Companies Act, 1956 and having its Registered Office at Plot No. FB-13, 1598, Rajdanga Main Road, Kolkata - 700 107, P. S. Kasba.
- 1.3. PREMISES- shall mean ~~ALL THAT~~ the divided and demarcated part of Bagan Land measuring 5 cottahs 14 chittacks and 1 sq. ft. equivalent to 5.57 cottahs more or less situate and lying at Mouza-Jagaddal, Touzi Nos. 47, 49, 64, 64 and 68 and comprised in RS Dag Nos. 3102 and 3103 appertaining to RS Khatian Nos. 666, 684/2 within Rajpur Sonarpur Municipality, P. S. and Sub-Registry Office Sonarpur, 24 Parganas (South) more fully and particularly described and mentioned in the **FIRST SCHEDULE** hereunder written.
- 1.4. NEW BUILDING- shall mean and include residential/commercial building or buildings to be constructed in or upon the said premises including car parking and other spaces for common use and enjoyment in accordance with the plan and/or such modified plan to be sanctioned by the Rajpur-Sonarpur Municipality authorities upon demolishing the old structure as per the existing building rules including any additional stories constructed or to be constructed over if permitted by the Rajpur-Sonarpur Municipality.
- 1.5. COMMON FACILITIES AND AMENITIES - shall include roof, terrace, corridors, ways, stairways, passage ways, pump room, lift shafts, drive ways (excepting those reserved for open car parking spaces), gardens, lobbies, machine room, electric meter room, generator room, stair head, u. g. water reservoir, septic tanks and drainage system, overhead tank, water pump and meter and other facilities and spaces whatsoever

required for the use, establishment, location, enjoyment, provision, maintenance and/or management of the building complex.

- 1.6. BUILT UP AREA OF FLAT- shall mean and include the area of the flat from its outside wall to wall on four sides.
- 1.7. OWNER'S ALLOCATION- shall mean and include 27% of the total built up area on the basis of final building sanction plan (residential/commercial), together with 27% of number of car parking spaces, (both open and covered) and 27% of undivided share in common areas, facilities and ultimate roof and in land comprised in the said premises.
- 1.8. DEVELOPER'S ALLOCATION- shall mean and include 73% of the total built up area on the basis of final building sanction pal (residential/commercial), together with 73% of number of car parking spaces, (both open and covered) and 73% of undivided share in common areas, facilities and ultimate roof and in land comprised in the said premises.
- 1.9. ARCHITECT- shall mean the person or persons who may be appointed by the Developer for designing, planning and supervising construction of the said building.
- 1.10. BUILDING PLAN- shall mean the plan to be sanctioned by the Rajpur-Sonarpur Municipality with such alterations or modifications as may be made by the Developer from time to time.
- 1.11. TRANSFEREE- shall mean the person, firm, limited company, Association of persons to whom any space in the new building will be transferred by the Developer or Owner.
- 1.12. TRANSFER- with its grammatical variations shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer of unit in a multi storied building to purchasers thereof although the same may not amount to a transfer in law.
- 1.13. PURCHASER- shall mean a person to whom any unit in the new building is being transferred.
- 1.14. UNIT- shall mean flat and other common areas in the new building proposed to be constructed at the said premises including car parking space and/or garage.
- 1.15. ADVOCATE- shall mean the lawyer or law firm who shall be appointed by the Developer for preparation and execution of development agreement, power of the attorney and/or any other documents of transfer in favour of the prospective purchaser to be inducted by the Developer from his allocated share.
- 1.16. EXPRESSIONS imparting masculine shall include feminine and neuter gender.

1.17. WORDS imparting plural number shall include singular number as well as vice-versa.

1. THE PARAGRAPHS heading to the articles do not form part of this Agreement and shall not be taken into account for construction or interpretation thereof.

1.19. ADDITIONAL FLOORS : shall mean and include any additional floor that would be permitted by the Rajpur-Sonarapur Municipal Authorities or any other concerned authorities, to be constructed in and upon the said premises over and above the new structure on the said premises and the said additional built up area shall be apportioned between the Owners and the Developer in such ratio as may be mutually agreed upon.

In the event any additional floor or built up area is constructed pursuant to any sanction being obtained from the appropriate authority then in such event the allocation of such additional built up area shall be divided between the owners and the developer in the same ratio of 44:56%. Similarly of costs, charges for construction of such additional built up area including the sanction fees shall be borne and paid by the parties hereto in the same ratio.

ARTICLE-II-COMMENCEMENT

2.1. This Agreement shall come into effect immediately on execution of this Agreement hereof .

ARTICLE-III-RIGHT TITLE AND INDEMNITIES

3.1. The Owner is absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said premises and every part thereof described in the **FIRST SCHEDULE** hereunder written.

3.2. That the entirety of the said premises is free from all encumbrances charges, liens, lispdens, attachments, trusts whatsoever or howsoever.

3.3. The Owner has a marketable title in respect of the said premises.

3.4. The Owner hath not entered into any Agreement for development nor has created interest in favor of any third party in the said premises or any part thereof.

3.5. The Owner agree to keep the Developer indemnified against any claim or demand being made by any third party in respect of the said premises thereby affecting the right, title, interest and possession thereof and/or any defect in the title of the Owner.

3.6. There is no proceeding initiated by the Rajpur-Sonarapur Municipality or any other authorities regarding the existing construction or any part thereof nor any such proceeding is pending.

- 3.7. That the said premises is not subject to any order of acquisition or requisition nor any part of the said premises is subject to road alignment.
- 3.8. The Developer hath upon inspection of all relevant papers and documents made are prima facie satisfied as to the title of ownership made out by the owners concerning and/or relating to the said land and also as to the measurement of the area and other details and particulars relating thereto.

ARTICLE-IV-OWNER'S RIGHTS AND REPRESENTATIONS

- 4.1. The possession of the Owner's allocation as previously stated in the new building will be handed over first to the Owner by the Developer before making over possession of the Developer's allocation to the intending transferees by the Developer.
- 4.2. Simultaneously with the execution of this agreement the Owner shall deliver possession of the said premises to the Developer who shall be eligible with or without workmen to enter into the said premises for the purpose of the soil testing, measurement, survey and/or preparation of the site plan of the said premises without any obstruction demur or objection on the part of the Owner or any person claiming through or under her.
- 4.3. The Developer shall be entitled to prepare the plan and submit the same to Rajpur-Sonarpur Municipality in the name of the Owner and the Developer shall pay and bear all costs, fees for sanction of the plan, Architect's fees and expenses required to be paid for obtaining the sanction of the plan for construction of the building at the said premises. However the Developer shall construct and complete the new building/buildings including the Owner's allocation and the common facilities and amenities in terms of the sanctioned plan within a period of thirty-six (36) months reckoned from the date of sanction of the plan by Rajpur-Sonarpur Municipality and/or obtaining full actual vacant possession of the premises whichever date is later (SUBJECT TO FORCE MAJURE). PROVIDED HOWEVER, the Developer may if the circumstances so demand apply for an extension of time for completion of the construction whereupon the Owner shall extend such time for a further period of six months from the date of expiration of the initial period of thirty-six (36) months.
- 4.4. The Owner hereby further agree and covenant with the Developer as follows:-
- (i) Not to cause any interference or hindrance in the construction of the proposed building at the said premises by the Developer, provided the construction is done in consonance with the building sanctioned plan and in terms of the Agreement.
 - (ii) Not to do any act deed or thing whereby the Developer is prevented from selling assigning or disposing of any portion of the Developer's allocation in the proposed building.

- (iii) Not to let out, grant lease, mortgage or charge or in any way transfer or encumber the said premises or any portion thereof which is the subject matter of developer without the consent in writing of the Developer.
 - (iv) To sign and apply for all deed, papers and documents building plan, applications and render all assistance as may be required by the Developer from time to time concerning the said premises which are necessary for its sanction and development.
 - (v) To appoint the Developer as their constituted attorney with all powers and authorities to develop the said premises in terms of this Agreement and for that purpose to authorize the Developer to sign all deeds, papers, documents, application, building plan for and on behalf of and in the name of the Owner and to further empower and authorize the Developer to represent them before all Government, statutory and other authorities including Court of Law.
 - (vi) To hand over peaceful vacant khas possession of the building and/or structures standing in the said premises upon execution of this Agreement without any reservation and/or demur.
- 4.5. The Owner shall for the purpose of sale and transfer of the Developer's Allocation in favour of, its nominee or nominees agrees to be a party and sign agreements for sale and also agrees to execute the Deed of Conveyances or transfer in respect of undivided share in the land attributable to the Developer's Allocation in such part or parts and/or in favour of the Developer or its nominee or nominees as shall be required by the Developer subject to compliance of necessary obligations on the part of the Developer under this Agreement.
- 4.6. The Owner shall execute a Power of Attorney in favour of the Developer or its nominee or nominees to enable the Developer to take up the work of development including construction at the said premises in terms of this Agreement and for sale of the undivided share in the land attributable to the Developer's Allocation and receive consideration for the same with right to grant valid discharge subject to handing over of the Owner's Allocation in the manner specified in the preceding clauses.
- 4.7. Simultaneously with the execution of this agreement the Owner shall handover to the Developer all original title deeds concerning and/or relating to the entire premises and shall be kept with the Developer during the period construction of the building or buildings and until delivery of possession of the respective allocations of the flats, units and other built up areas by the Owner as well the Developer.

ARTICLE-V-DEVELOPER'S RIGHTS AND OBLIGATIONS

- 5.1. The Owner hereby allow subject to what has been hereinafter provided to the Developer to build, construct, erect and complete the said building thereon and to commercially exploit the same by entering into agreements for sale and/or transfer and/or construction in respect of the Developer's

Allocation in accordance with the plan to be sanctioned by the Rajpur-Sonarpur Municipality with or without amendment and/or modification made or caused by the Developer with the written approval of the Owner.

- 5.2. The Developer shall first hand over the Owner's allocation to the Owner subject to compliance of Owner's obligation of Adjustment of advance payment and/or other dues, prior to the making over possession of the Developer's allocation to the intending transferees by the Developer.
- 5.3. Nothing in these presents shall be construed as a demise or assignment or transfer by the Owner of the said premises or any part thereof to the Developer or as creating any right, title and interest in respect thereof to the Developer other than a licence to the Developer to commercially exploit the said premises in terms hereof and to deal with the Developer's allocation in the buildings to be constructed thereon in the manner and subject to the terms hereinafter stated. The Developer further undertakes to comply with the terms and conditions contained herein.

ARTICLE-VI-CONSIDERATION

- 6.1. In consideration of the Owner having agreed to permit the Developer to commercially exploit the said premises and erect, construct and complete the new building or buildings thereon and/or on part thereof in accordance with the plan to be sanctioned by the Rajpur-Sonarpur Municipal Authorities, the Developer shall allocate to the Owner 27% of the entire (both residential and commercial areas) built up area including common areas.
- 6.2. The Developer shall prepare and cause the said plan to be sanctioned and to incur and bear all costs charges and expenses for preparation designing and obtaining sanction of the plan.
- 6.3. The Developer shall pay costs of supervision of the development and construction of the Owner's allocation in the building and to bear all costs charges and expenses for construction of the building at the said premises.
- 6.4. The aforesaid terms and other terms as embodied in this agreement are the consideration for grant of exclusive right for development of the said premises.
- 6.5. The Owner shall be exclusively entitled to their allocation in the proposed building with exclusive right to transfer or otherwise deal with or dispose of the same and the Developer shall not have any right claim or interest whatsoever therein or any part thereof, and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession and enjoyment of the Owner's allocation, subject however to what is provided elsewhere in this agreement.
- 6.7. The Developer shall be exclusively entitled to the Developer's allocation in the proposed building with exclusive right to transfer or otherwise deal with or dispose of the same and the Owner shall not have any right claim or interest whatsoever therein or any part thereof and the Owners shall not in

or enjoyment of the building for which purpose the Owner shall execute in favour of the Developer or its nominee a Power of Attorney and other authorities as shall be required by the Developer from time to time.

ARTICLE-IX-COMMON FACILITIES

- 9.1. The Developer shall pay and bear all municipal taxes and other dues and outgoings in respect of the said premises from the date of receiving vacant possession till such time as provided hereinafter.
- 9.2. As soon as the building is completed, the Developer shall give written notice through registered post with A/D to the Owner requiring the Owners to take possession of the Owner's allocation in the newly constructed building and certificate to that effect of the Architect being produced then after fifteen days from the date of service of such notice the Owner shall be obliged to take possession thereof and shall be liable to pay and discharge all Municipal taxes, rates duties and other outgoings and imposition whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the Owner's allocation, the said rates to be apportioned pro-rate with reference to the saleable space in the building if they are levied on the building as a whole.
- 9.3. The Owner and the Developer shall punctually and regularly pay for respective allocations the said rates and taxes to the concerned authorities and both the parties shall keep each other indemnified against all claims actions demands costs charges expenses and proceedings whatsoever.
- 9.4. As and from ----- days from the date of service of notice of possession the Owner and Developer shall become liable to pay and bear proportionate share of the service charges for the common facilities in the building payable for the respective allocations, and such charges shall include proportionate share of premium for the insurance of the building electricity charges, water, fire and scavenging charges and taxes for light sanitation and operation repair and renewal charges for bill collection and management of the common facilities renovation replacement repair and maintenance charges and expenses for the building and of all common writing, pipes, electrical and mechanical equipment switchgear transformers generators pumps motors and other electrical and mechanical installations appliances and equipments stairways corridors halls passages ways lifts shafts gardens park ways and other common facilities whatsoever as may be mutually agreed from time to time.
- 9.5. Any transfer or any part of the Owner's allocation of the building shall be subject to the other provisions of these presents and the Owners and/or any person claiming through or under them shall thereafter be responsible in respect of the space transferred to pay the said rates and service charges for the common facilities.
- 9.6. The Owner and the Developer in proportion to their respective share of allocation in the built up area shall be liable on account of the costs and expenses for bringing and installing electricity meter including deposits on account of meter rent, cost of transformer, costs of underground cabling,

any way interfere with or disturb the quiet and peaceful possession and enjoyment of the Developer's allocation, subject howsoever to what is provided in the agreement.

- 6.8. The Owner shall at the request and cost of the Developer sign and execute such papers and documents as may be necessary from time to time for conferring title on the purchaser or purchasers of the unit from the Developer's allocation including car parking space and in addition for that purpose shall authorize and empower the Developer as its Constituted Attorney to sign such paper and documents as may be thought fit and proper. The costs including stamp and registration charges and all incidental expenses of such papers and documents shall be borne and paid by the Developer and/or its purchaser or purchasers.

ARTICLE-VII-POSSESSION

- 7.1. As soon as the building is complete, a certificate to that effect from the Architect of the project is sufficient, the Owner shall be given physical possession of the Owner's allocation prior to the making over possession of the Developer's allocation to the intending purchasers or other persons by the Developer. The Developer shall send a notice to the Owner by registered letter with A/D at their addresses or any other last known address for taking physical possession of their allocations. If the Owner fails to take possession within ----- days from the date of receipt of such notice then it shall be DEEMED that the Owners have taken possession of their Allocation and the Developer shall be free and eligible to give possession thereof to any other intending purchasers.

ARTICLE-VIII-BUILDING

- 8.1. The Developer shall at its own cost construct, erect, complete and make habitable uniformly the building and the common facilities and amenities including the Owner's allocation at the said premises in accordance with the plan to be sanctioned by the Rajpur-Sonarpur Municipality Authorities with good and standard materials mentioned in the **SECOND SCHEDULE** hereunder and/or those specification as may be specified by the Architect from time to time.
- 8.2. The Developer shall also provide and install a generator of sufficient capacity as the Developer may think fit and proper and all costs, charges and expenses on account thereof including the cost of its installation and distribution shall be paid and borne by the Owner and Developer and/or their nominee or nominees in proportion to the respective share of allocation.
- 8.3. The Developer shall at the costs of the Developer be authorized on behalf of the Owner in so far as is necessary to apply for and obtain quotas, entitlements and other allocations of or for cement, steel, bricks and other building materials allocable to the Owner for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity, power, drainage, sewerage and/or gas to the building and other provisions and facilities required for the construction

ducting and its installation and/or any other right charges levied by the West Bengal State Electricity Distribution Co. Ltd. (WBSEDCL) authorities in providing such electricity connection. Provided However, if any deposit or payment is required to be made to the WBSEDCL authorities for any individual supply in respect of the Owner's allocation it shall be paid and discharged by the Owner and/or their nominee or nominees.

ARTICLE X-DEVELOPER'S INDEMNITY

- 10.1. The Developer hereby undertakes to keep the Owner indemnified against all third party claims and actions arising out of any sort of act or omission of the Developer in or relating to the development of the said premises and the construction of the said building, and the Owner shall not be held answerable, responsible and/or liable under any circumstances in any way whatsoever.

ARTICLE-XI-MISCELLANEOUS

- 11.1. The Owner and the Developer have entered into this agreement purely on principal-to-principal basis and nothing contained herein shall be deemed to construe a partnership between the Developer in any manner nor shall the parties thereto constitute an association of persons.
- 11.2. It is understood that from time to time in order to facilitate the construction of the building 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 the authority of the Owners and various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been mentioned herein. The Owner hereby undertake to authorize and empower the Developer in the matter and the Owner shall execute any such additional power of attorney and/or authorizations in favour of the Developer or its nominee or nominees as may be required by the Developer for the purposes and the Owner also undertake to sign and execute all such additional applications and other documents as the case may be provided that all such actions deeds matters and things do not in any way fringe on the rights of the Owner and/or go against the spirit of this Agreement.
- 11.3. Any notice required to be given by the Developer shall without prejudice to any other mode of service available be deemed to have been served on the Owner if delivered by hand with due acknowledgement or sent by pre paid registered post with acknowledgement due at the address of the Owner and/or the last known address and shall likewise be deemed to have been served by the Owner on the Developer if delivered by hand or sent by pre paid registered post to the Registered Office of the Developer.
- 11.4. The Developer and the Owner shall frame a scheme for the management and administration of the said building or buildings and/or common part thereof. The parties hereby agree to abide by all the rules and regulations of such Management Society Association/Holding Organization and hereby give their consent to abide by the same.

- 11.5. As and from the date of completion of the building the Developer and/or its transferees and the Owner and/or her transferees shall be liable to pay and bear proportionate charges on account of ground rent if any and wealth tax and other taxes payable in respect of their respective spaces.
11. Subsequent to this agreement either of the parties hereto shall be eligible to purchase and/or acquire the adjoining land and properties with the concurrence of the other so as to include the said property within the scope of development in such manner and on such terms as the parties hereto may hereafter mutually decide and agree upon without in any way altering and/or changing their respective rights and obligations under the present development agreement.

ARTICLE-XII-DOCUMENTATION

- 12.1. All documents in connection with the above project including applications, affidavits, declarations, deeds, agreements and/or any other document of like nature shall be such as would be prepared by T. C. Ray & Co., Advocates & Solicitors of No. 6, Old Post Office Street, Kolkata or such other Advocate that may be appointed by the Developer.

ARTICLE-XIII-FORCEMAJEURE

- 13.1. The Developer shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relevant obligations are prevented by the existence of the force majeure and shall be suspended from the obligation during the duration of the force majeure.
- 13.2. Force majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, act of state and/or any other act or commission beyond the reasonable control of the Developer.

ARTICLE-XIV-ARBITRATION

- 14.1. If at any time any dispute shall arise between the parties hereto regarding the constructions or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability of any of the parties under this agreement, the same shall be referred to the joint arbitration of a mutually accepted arbitrator and the same shall be deemed to be a reference within the meaning of the Arbitration & Conciliation Act, 1996, and its statutory modification or reenactment thereof in force from time to time. The Arbitral Tribunal shall have the power to pass interim award.

ARTICLE-XV-JURISDICTION

- 15.1. The High Court at Calcutta shall have exclusive jurisdiction for adjudication of any dispute concerning and/or relating to and arising out of this agreement and/or implementation of any act by the parties hereto.

ARTICLE-XVI APPLICABLE LAWS

- 16.1. The interpretation of this agreement and/or any acts and/or omission arising out of this agreement including the conduct of the parties shall be governed by the applicable laws for the time being in force in India and/or State of West Bengal including their amendments and modifications from time to time.
- 16.2. All payments to be made by one to the other under this agreement shall be made in due compliance with the provisions of TDS, VAT and Service Tax as per the laws in force for the time being and/or any modification thereof from time to time.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT the divided and demarcated part of Bagan land measuring 5 cottahs 14 chittacks and 1 sq. ft. equivalent to 5.57 cottahs more or less but surveying measurement 6 Cottah 1 Chittacks 16 Sq.ft. situate and lying at Mouza-Jagaddal, Touzi Nos. 47, 49, 64, 64 and 68 and comprised in RS Dag Nos. 3102 and 3103 appertaining to RS Khadian Nos. 666, 684/2 within Rajpur Sonarpur Municipality, P.S. and Sub-Registry Office Sonarpur, 24 Parganas (South) and delineated and shown in the map or plan annexed hereto and there on enclosed within red border line and butted and bounded in the manner hereinafter :

ON THE NORTH: By Part of R.S.Dag No. 3102 & 3103

ON THE SOUTH: By Part of R.S.Dag No. 3102 & 3103

ON THE EAST : By Part of R.S.Dag No. 3102 & 3103 and 8 wide
Common road And

ON THE WEST : By Plot of R.S.Dag No. 3105

AND WHATSOEVER OTHERWISE the said premises is described and/or distinguished.

SECOND SCHEDULE HEREUNDER WRITTEN

(SPECIFICATION OF THE CONSTRUCTION)

1. STRUCTURE : R.C.C. FRAME Structure.
2. FLOORING : Living and Dining Space and all bed rooms to be done vitrified tiles.
3. TOILETS : Floors to be Anti- Skid ceramic Tiles and ceramic tiles up to 6.00" height on the walls.
4. DOOR : Doors to be hot-pressed phenol boned flush door with both side commercial ply. Main door to have one side teak ply.
5. WINDOWS : All to be of aluminum sliding with full of glass panes without grill.
6. WALL(INSIDE) : Wall to be covered with plaster of Paris.
7. WALL(OUTSIDE) : Exterior waterproof cement based paint of superior brand.
8. PLUMBING : For all water lines standard PVC/GI to be fitted with "Jaguar or equivalent" or similar brand fixtures and fittings. Both toilet to be provided with hot and cold water lines.
9. SANITARY : Toilet to be provided with Western type Commode and cistern with one

SPECIMEN FORM FOR TEN FINGERPRINTS



| | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb |
|------------|---------------|-------------|---------------|-------------|---------------|
| Left Hand | | | | | |
| | | | | | |
| | Thumb | Fore Finger | Middle Finger | Ring Finger | Little Finger |
| Right Hand | | | | | |



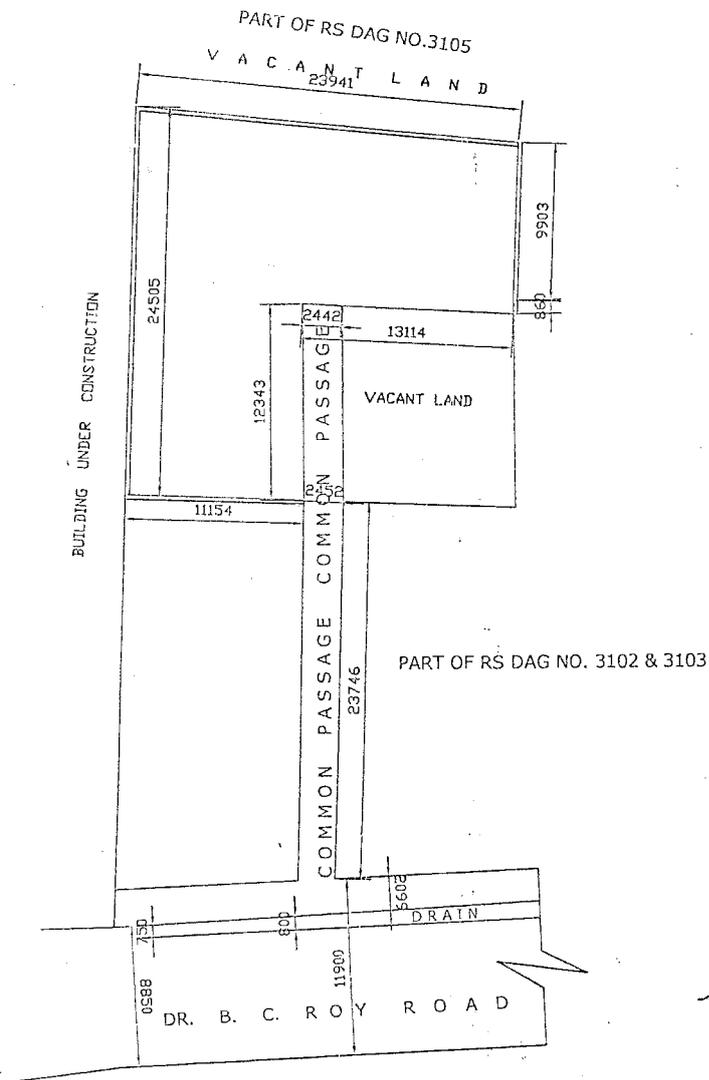
| | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb |
|------------|---------------|-------------|---------------|-------------|---------------|
| Left Hand | | | | | |
| | | | | | |
| | Thumb | Fore Finger | Middle Finger | Ring Finger | Little Finger |
| Right Hand | | | | | |



| | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb |
|------------|---------------|-------------|---------------|-------------|---------------|
| Left Hand | | | | | |
| | | | | | |
| | Thumb | Fore Finger | Middle Finger | Ring Finger | Little Finger |
| Right Hand | | | | | |



| | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb |
|------------|---------------|-------------|---------------|-------------|---------------|
| Left Hand | | | | | |
| | | | | | |
| | Thumb | Fore Finger | Middle Finger | Ring Finger | Little Finger |
| Right Hand | | | | | |



Mukul Mitra

MUKUL MITTRA
 B. ARCH (HONS) FIIA, AIV
 REGISTERED ARCHITECT
 REG. NO. - CA/75/003

LAND AREA,
407.000 SQ.MT. = 06K.- 01CH.-16SFT.

STARLITE INFRACON PVT.LTD.

Rama Chakraborty
 Director

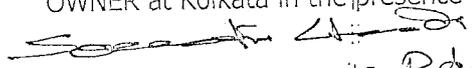
Rama Chakraborty

SITE PLAN OF DAG NO- 3103(P)
KHATIAN NO- 684/2, MOUZA-
JAGADDAL, J. L. NO- 71,
P. S. SONARPUR, WARD NO- 25,
UNDER RAJPUR SONARPUR
MUNICIPALITY, DIST- 24 PGS, (S)
SCALE- 1 : 400

10. PAINTING : Internal doors to be painted with white enamel paint. Main Door to be finished in wooden polish on one side.
11. ELECTRICAL : Concealed wiring to be provided with Copper Wire of reputable brand. One exhaust point in kitchen and geyser in one toilet. One A. C. point in Master Bed Room. All rooms with have two light points, one fan point, five Amp. Socket.
12. KITCHEN : Platform to be of black Granite, stainless steel sink, Counter will have Ceramic Tiles two feet above the platform.
13. ELECTRICAL : All switches will be of Modular type.
14. INTERCOM : Intercom connection for each flat will be provided.
15. TELEPHONE & T.V. : One Concealed point to be provided in every Flat for T.V. and Telephone.
16. LIFT : Lift of Good Quality make.
17. ROOF : Water proofing of roof as suggested by the Architect.

IN WITNESS WHEREOF the parties hereto set and subscribed their respective hands and seals on the 3rd day of November, 2013

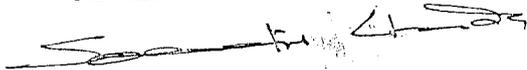
SIGNED SEALED AND DELIVERED by the OWNER at Kolkata in the presence of :


49. D. S. Khanna Rd.
Kolkata - 71

Rama Chakravorty

Tarak Nath Sinha

SIGNED SEALED AND DELIVERED by the DEVELOPER at Kolkata in the presence of :



Tarak Nath Sinha
2411, M.N.K. Road.
Kolkata - 71

STARLITE INFRACON PVT. LTD.

Mou San
Director

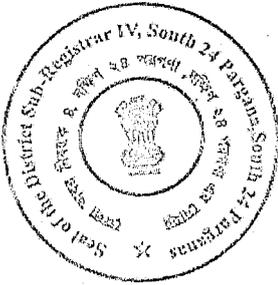
(PAN - AA SCS 54 96 D)

Subscribed by me.
S. Ray
Adv.
Kolkata

Misra

Certificate of Registration under Section 60 and Rule 69.

Registered in Book - I
CD Volume number 45
Page from 2082 to 2102
Being No 09900 for the year 2013.



Misra

(Tridip Misra) 05-December-2013
DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R. - IV SOUTH 24-PARGANAS
West Bengal