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NO. 1003-2-539154/2021

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19/3/2021

DEVELOPMENT AGREEMENT

1. Date: 19.03.2021
2. Nature of Document: Joint Venture with Developer and Owner

Additional Registrar

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Additional Registrar



Additional Registrar of Assam Kolkata

19 MAR 2021




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SUBHRA SANKAR CHATTERJEE  
 Advocate  
 High Court, Calcutta  
 03 MAR 2021  
 S. CHATTERJEE  
 Licensed Stamp Vendor  
 C. Court  
 2 & 3, K. S. Roy Road, Kol-1

  
 03 MAR 2021  
 03 MAR 2021



  
 Additional Secretary of  
 Assurance  
 03 MAR 2021

Identified by  
 Subhra Sankar Chatterjee  
 Advocate  
 10, old Post Office street  
 Kol-1

**3. Parties:**

**3.1 OWNER/LEASE RIGHT HOLDER : MR. ABHOY MUKHERJEE** (PAN ARAPM1925D), son of Late Pradip Mukherjee by Nationality- Indian, by Religion- Hindu, by Occupation- Business residing at Vill- Dubchururia, P.O - Andal Gram, Dist- Paschim Bardhaman, Pin-713321, P.S - Aurobindo being the Party of the First Part collectively

**3.2 DEVELOPER: GREEN MOUNTAIN CITY DEVELOPER PRIVATE LIMITED** (having PAN AAICG4373K), a company incorporated under the Companies Act, 1956 having its Head Office at – Dhandabag, Sukantapally West, Durgapur, Pin – 713203, in the District of Paschim Bardhaman, West Bengal, India being represented by – MR. ABHOY MUKHERJEE, son of Pradip Mukherjee, by faith Hindu, by occupation Business, by nationality Indian, residing at –Dubchururia, Andal, District Burdwan, PIN – 713321 being the Party of the Second Part collectively.

**3.3** The terms "Owner" and "Developer" shall include each of their respective successors-in-interest, executors, legal representatives, nominees and assigns.

- 4. Subject matter:** Development of a "Project" comprising of a G+7-storied building (**Building**) that can be used and enjoyed for residential and/or commercial purposes, as designated therefor, containing independent, self-contained units (**Units**), parking spaces for parking of cars and two wheelers (**Parking Spaces**) around 35 flats and small commercial space on the ground floor together with amenities and facilities for enjoyment of the Units like lift facility, security room to be developed by the Developer on the land measuring about 12 Katha more or less (**Property**) owned by the Owner and morefully described in **Schedule** hereto.

**5. Background:**

WHEREAS The Government of West Bengal acquired all that piece and parcel of land admeasuring approximately 1822.59 Acres or thereabouts lying and situated at District



Additional Registrar of  
Assurances

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Burdwan comprised within Mouzas- Amlouka, Andal, Patsaora, Khandra, Ukhra, Dakshinkhanda, Arati, Banguri and Tamla, West Bengal (hereinafter referred to as the "Leasehold Land") and more particularly described in the Schedule – I of the earlier deeds;

AND WHEREAS Pursuant to a joint venture development agreement dated January 18, 2008 read with first addendum dated October 26, 2009 to the said joint venture agreement and second addendum dated September 14, 2013 to the said joint venture agreement (collectively hereinafter referred to as "JVDA") executed between Bengal Aerotropolis Projects Limited (BAPL) and West Bengal Industrial Development Corporation Ltd. ("WBIDC"), the Bengal Aerotropolis Projects Limited has been granted leasehold rights by WBIDC, under various lease deeds in respect of the Leasehold Land for an initial term of 99 (ninety nine) years commencing from 23<sup>rd</sup> December, 2013 with automatic renewal, subject to rent payable for a further period of 99 [ninety nine] years and on the terms and conditions contained therein. The Lease Deed (As defined hereinafter) has been registered under Deed No. 5718 of 2013 dated 23.12.2013 in the office of Additional Registrar of Assurance III at Kolkata containing the portion of the leasehold land forming the subject of this Assignment Deed.

AND WHEREAS the Leasehold Land has been granted to the Bengal Aerotropolis Projects Limited for development of an Aerotropolis project therein comprising an airport, an IT & industrial park, institutional area, township and a rehabilitation and EWS zone ("Project").

AND WHEREAS The said Assignor is inter-alia, engaged in the business of construction and development and has approached the Bengal Aerotropolis Projects Limited to assign and transfer to the Assignor, leasehold rights in respect of a portion of the Leasehold Land in the Mixed Zone of the Project, being land admeasuring about 12 Katha more particularly described in the Schedule hereunder for the purpose of construction and operating a warehousing/manufacturing/industrial facility on the Demised Land.

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AND WHEREAS The said Bengal Aerotropolis Projects Limited is permitted under the Lease Deed to transfer, assign and / or novate and create any other third party rights over the said Leasehold Land or any part thereof and such other and further rights in the manner specified under the Lease Deed.

AND WHEREAS After being satisfied with the right, title and interest of the Bengal Aerotropolis Projects Limited over the Demised Land, the owner has approached the said Bengal Aerotropolis Projects Limited for obtaining leasehold rights and entitlements in relation to the Demised Land for the purpose of construction and operating a Residential cum commercial facility on the Demised Land and it has been agreed between the parties that the leasehold rights in respect of the Demised Land shall be assigned by the Bengal Aerotropolis Projects Limited in favour of owner by way of a deed of assignment that the Parties shall presently enter into in respect of the Demised Land accordingly.

AND WHEREAS Pursuant thereto, the Parties have deliberated and have mutually decided to proceed with assignment of the Demised Land, whereby the Bengal Aerotropolis Projects Limited has agreed to assign and demise to the owner its leasehold interest over the Demised Land and being satisfied with the right, title and interest of the Bengal Aerotropolis Projects Limited over the Demised Land, the owner has agreed to accept the assignment of the Bengal Aerotropolis Projects Limited leasehold interest over the Demised Land.

AND WHEREAS By a Deed of Assignment dated 10.09.2020 being registered in the Office of the Additional Registrar of Assurances III, Kolkata and recorded in Book I, CD Volume No. 1903-2020;, pages 170705 to 170742, being Deed No. 190303553 for the year 2020, the Bengal Aerotropolis Projects Limited (BAPL) collectively assigned, transferred and conveyed the Schedule Property in favour of the owner herein, absolutely and forever. For the remaining period of Lease with automatic renewal subject to other terms and conditions

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AND WHEREAS the owner is well seized and possessed of the Leasehold property morefully described in **Schedule** and is in exclusive possession thereof.

AND WHEREAS the Owner was desirous in developing the said Property for housing purposes including other commercial shop and parking space.

AND WHEREAS The Owner approached the Developer for development of the Property and the Developer being agreeable to the Owner's proposal, has agreed to develop a Project comprising of G+7-storied buildings (**Buildings**) that can be used and enjoyed for residential and/or commercial purposes, as designated therefor, containing independent, self-contained units (**Units**), parking spaces for parking of cars and two wheelers (**Parking Spaces**) together with amenities and facilities for enjoyment of the Units and also sell off the said Units in the Project as per the scheme agreed by the parties.

AND WHEREAS The Developer herein is in the business of real estate development and construction and has a considerable expertise in construction, marketing and selling of such real estate projects with adequate financial resources to undertake such developments

AND WHEREAS Now this agreement is being executed to effect the joint development on the terms and conditions morefully described hereinafter.

**6. NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

**6.1 Agreement:** The Owner hereby appoint the Developer to develop, construct, market, sell and execute the Project in all respects and the Developer hereby accepts such appointment on the terms and conditions mentioned below.

**6.2 Definitions:** The terms hereunder shall, unless contrary to the context, mean and include the following:



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- 6.2.1 ADVOCATES:** shall mean M/s Ganguly and Company, Advocates, having its office at Room No. 82D, Left Wing, 3<sup>rd</sup> Floor, 10, Old Post Office Street, Kolkata – 700 001, whom the Developer has appointed as the Advocates for the Project;
- 6.2.2 ARCHITECTS:** shall mean such architect or firm of architects, whom the Developer may appoint as the Architects for the Project;
- 6.2.3 BUILDINGS:** shall mean the new building or buildings to be constructed on the Property by the Developer, as per the sanctioned plan;
- 6.2.4 BUILT-UP AREA:** shall mean the area measured at floor level of any Unit, taking the external dimensions of the peripheral walls of the Unit and any terrace/balconies/verandahs/projections thereto as certified by the Architect to the project.
- 6.2.5 COMMON AREAS:** shall mean all the common areas and facilities of the Property/Project after the completion thereof
- 6.2.6 DEVELOPERS ALLOCATION:** shall mean 70% of total Sanctioned area/construction area;
- 6.2.7 FORCE MAJEURE:** shall mean without limitation, any act of nature, fire, flood, war and other hostilities, civil and political unrest, strikes, labour unrests, government acts, regulations or any other circumstances beyond the reasonable control of the affected parties.
- 6.2.8 LAND:** shall mean the land comprised in the Property;
- 6.2.9 OWNERS ALLOCATION:** shall mean 30% of total sanctioned area/construction area.
- 6.2.10 PLAN** shall mean the plans of the Building to be sanctioned by the appropriate authority and shall also wherever the context permits include such plans, drawings, designs and specifications as are prepared by the Architects;
- 6.2.11 SALEABLE AREA** shall mean the area of the constructed spaces in the Project, being the Units, the Parking Spaces, covered and open, open terrace and other areas in the Buildings as also the open spaces appertaining to the

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Buildings which may be sold in whole or as a proportionate share together with the proportionate share of the Common Areas as certified by the Architect.

**6.2.12 UNIT** shall mean the constructed space in the Buildings capable of being separately owned, used and/or enjoyed, whether for residential or commercial purposes, by any Unit Owner and which is not a part of the Common Area;

**6.2.13 UNIT OWNER** shall mean any person who acquires, holds and/or owns and/or agrees to acquire hold and/or own any Unit in the Building and shall include the Owner and the Developer for the Units held by them from time to time;

**6.2.14 MASCULINE GENDER** shall include the feminine and vice-versa;

**6.2.15 PARTY/PARTIES** shall mean the Owner and the Developer respectively or collectively as the case may be;

**6.2.16 SINGULAR** shall include the plural and vice-versa;

**6.2.17 APPLICABLE LAW** shall mean any and all approvals, authorisations, licenses, permissions, consents, no-objection certificates to be obtained (including, for the avoidance of doubt, the sanctioned plan and all approvals required in connection with or pursuant to the sanctioned plan) for the commencement of the development of the Project on the Said Land, including without limitation registration of the Project under WBHIRA, GCITA Rules, environmental clearances, commencement certificate, occupation certificate, all other approvals and/or permissions from any Governmental Authorities required in connection with the Project.

**6.2.18 WBHIRA** shall mean West Bengal Housing Industry Regulation Act, 2017.

### **6.3 Obligations of the Developer:**

**6.3.1 Appointment:** Appointing architects, contractors, sub-contractors or any other person or persons in connection with the development and construction of the Project, enter into agreements with such persons and

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bear and pay their fees, emoluments, contract price by whatever name called.

**6.3.2 Permissions:** The Developer shall apply for (on and obtain all permissions and approvals and registrations necessary from appropriate authorities including WBHIRA and GCITA (Golden City Industrial Township Authority) or other authorities for development of the Project, including any permissions and approvals required for demolition of existing structures and commencement of construction

**6.3.3 Construction:** Developing and completing the Project in all respects together with the development of the Common Areas and as per the specifications mutually agreed by the parties and in conformity with the Plan within 42 months of obtaining the Plan from the appropriate authority without fail together with all other necessary sanctions from the concerned authorities or receiving the possession of the Property from the Owner, whichever is later, and subject to force majeure (**Completion Date**).

**6.3.4 Certificates:** Obtaining the necessary Commencement Certificates, Completion Certificates, Occupancy Certificates, as the case may be, from the appropriate authority and all other necessary sanctions and permissions required for commencing the Project and upon completion of the Project.

**6.3.5 Title Deeds:** Handover the title deeds of the Property to the Unit Owner.

**6.3.6 Indemnity:** Keep the Owner, saved, harmless and indemnified in respect of all losses due to any non-compliance of its obligations and covenants hereunder, whether statutory or contractual.

**6.3.7 Costs and expenses:** The Developer shall bear and pay all the expenses related to the execution of the Project, which will, inter alia, include:

**6.3.8 Plan:** Have a plan prepared through an Architect and obtain the sanction of the Plan (**Plan**) from the appropriate authority.

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**7. Covenants of the Developer :**

- 7.1 The Developer hereby agreed to complete the G+7 storied building over the property as per plan as sanctioned by the concerned Authority with due modification or amendment of the sanction plan as made or caused to be made by the Architect /Engineer/L.B.S. of the Developer.
- 7.2 The Developer hereby agreed to deliver possession of the owners' allocation in the proposed new building **within three months** from the date of Completion of the project. *It is also agreed that the delivery of possession of the owners allocation will be made first and after that the Developer will be entitled to handover possession of the Developers Allocation* and if required benefits of the parties hereto before or after completion of the building necessary supplementary Agreement will be executed. Be it pertinent to mention here that *the Developer will obtain Completion Certificate (C.C.) at his own cost expenses* and photo copy of the same will be given to all the owner(s)/occupier(s) of the units of the newly constructed building.
- 7.3 That the Developer hereby declares to take care of the local issues, disputes, hazards or accident, if any, during the continuation of construction and the owners shall have no liability to that effect.
- 7.4 That all applications plans papers and documents as may be required by the developer for the purpose of sanction of Plan, Revised plan, Addition/ Alteration of the building plan shall be submitted by the developer, with due signature of the owner(s) or on behalf of the owners as may be required and all costs expenses and charges be paid by the developer and also for construction of the building thereon and the Developer will pay all the payments and expenses required for clearance of the occupier thereof, either in cash or in area or in any other lawful manner.
- 7.5 That the Developer shall have every responsibility for the incidents occurred during the course of construction and the Owner(s) shall have no responsibility for the same, if the Owner will not interfere during the construction and after completion of the building and handover the same to the Owner and Intending Purchaser(s), the Developer shall have no liability for any incident occurred in the said Building.

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**8. Representations of the Owner:**

- 8.1.1 Marketable Title:** The Owner hereby confirms, assure, represents and declare to the Developer that he has a valid and marketable title over the Property free from all encumbrances including but not limited to any lien, charge, mortgage, attachments, trusts and that they possess the necessary authority to authorize, approve and permit the Developer to develop upon the said Property and develop the Project. The Owner further represents and confirms that there are no civil or criminal proceedings pending in any court of law or tribunals, including but not limited to injunction, receiver, and orders of attachment or vesting in respect of the said property.
- 8.1.2 Settlement of Claims:** The Owner shall cause, at its own risk, cost and expenses, to settle all claims, litigations, disputes regarding the Owner's title and clear any encumbrance that may arise in respect of the Property and shall ensure that the same do not in any manner impede the implementation of this Agreement and execution of the Project or adversely affect the right of the Developer in any manner whatsoever, and shall keep the Developer saved, harmless and indemnified to that effect.
- 8.1.3 Boundary:** The Owner further represents and confirms that there are no disputes relating to the boundary of the Property and the Property has been duly demarcated from the adjoining properties by a boundary wall. No third party is claiming any right of way or easement or any other right over or in respect of any part or portion of the Property and shall keep the Developer saved, harmless and indemnified to that effect.
- 8.1.4 Not Further Encumber:** The Owner hereby represents and covenant that the Owner has not entered into any agreement (whether written, oral or implied) to sell, transfer, assign, lease, sub-lease, leave and license or otherwise create any third party rights in any manner whatsoever over the Property or any part thereof nor have assigned or transferred any of their rights, title and interest thereof to any person or persons. The Owner shall not, in any manner, transfer, assign, charge, mortgage, encumber or otherwise deal with, or induct



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any person in occupation of the Property or in any portion thereof or enter into any agreement thereof until the completion of the Project, any agreement relating thereto until the completion of the Project save that the Owner may enter into agreements for transfer of the Owner' Allocation.

**8.1.5 No Adverse Notices:** The Owner hereby represents and covenant that he has not received any notice of lis pendens, attachments, acquisitions, requisitions, prohibitory orders of any nature whatsoever in respect of Property or any part thereof whereby the subject matter of this Agreement may be prejudicially affected or jeopardized.

**8.1.6 Ceiling:** The Owner hereby represents that he does not hold any land in excess of ceiling limits, whether under the West Bengal Land Reforms Act, 1955 or the Urban Land (Ceiling and Regulation) Act, 1976 or any other statutory prohibition in force for the time being.

**9.0 Covenants of the Owner:** The Owner shall,

**9.1 Mutation, if Applicable:** Within 12 (twelve) months of execution hereof, mutate his name for his share in the Property in the records of the appropriate authorities, the BL & LRO and the municipal assessment records at his own costs and expenses, to the extent the rules permit.

**9.2 Possession:** Upon the execution hereof, handover the vacant possession of the Property to the Developer and permit its men, servants and agents to enter the Property for the purpose of measurement, soil testing and such other necessities connected with the Project.

**9.3 Hindrances:** Not create any hindrances or obstruction during or in execution of the Project.

**9.4 Powers and authorities:** Simultaneously with the execution hereof, execute a Power of Attorney in favour of the Developer and grant to the Developer all such powers and authorities that will enable the Developer to for registration of the project, exclusively deal, sale, transfer and/or lease the Units in the Developers Allocation and to appropriate the receipts therefrom.



**Additional Secretary of  
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**19 MAR 2021**



- 9.5 Supplementary Agreements:** Execute supplementary agreement or agreements modifying or amending the terms hereof as and when called upon by the Developer so to do.
- 9.6 Title Deeds:** Simultaneously with the execution hereof, handover the original title deeds of the Property to the Developer.
- 9.7 Taxes:** Pay all rates, taxes and fees that are payable under any existing statute or may become payable by any new enactment in respect of, concerning with or connected to the Property and the development to such person or authority entitled thereto, including without limitation, service tax, income tax, municipal property taxes, water taxes.
- 9.8 Members of Association:** Become members of the Association of Unit Owner formed either under the West Bengal Apartment Ownership Act, 1972 or in any other manner in respect of the Units retained by Owner in their Allocation.
- 9.9 Payment of Outgoings:** Timely and duly pay all rates, taxes, levies and charges for the Units and the proportionate charges for the Property to such authorities or the Association, as the case may be, entitled thereto, on and from the date of receiving the possession of the Units in the Owner' Allocation.
- 9.10 Indemnity:** Indemnify and keep the Developer, saved, harmless and indemnified in respect of any claims, actions, proceedings, fines, penalties or other consequences in that may arise in connection with the title of the Property or the land comprised in the Property, in any manner.

**10 Entitlement of the Owner:**

- 10.1 Owners Allocation:** The Owners Allocation will be clearly demarcated in the Plan upon receiving sanction of the same from the appropriate authority. The owner shall be entitled to 30% (thirty percent) of the Sanctioned Area/construction area ("Owners Share of area").
- 10.2 Possession of Owners Allocation:** The Units and the shop in the Owners' Allocation shall be handed over to the Owner by the Developer within three months from the Completion Date.

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**11 Entitlement of the Developer:**

- 11.1 Developers Allocation:** In consideration of the Developer agreeing to develop, construct, complete and implement the Project and meet all expenses incurred in connection therewith, the Developer shall be entitled to 70% (seventy percent) of the sanctioned area/construction area("Developers Share of area").
- 11.2 Name of the Project:** The Developer shall be entitled to name the Project which shall not be changed or altered either by the Owner or by the Association.
- 11.3 Marketing:** The Developer shall be entitled to undertake the marketing and promotion of the Project by various means through advertisements, publications, issuing brochures and prospectus of the Project. What about Owner's share marketing and selling.
- 11.4 Sale and Transfer:** The Developer shall be entitled to negotiate with the prospective Unit Owner, and to sell, transfer and/or lease the Units in the Developers Allocation at such prices as deemed fit by the Developer (**Sale Price**), and also transfer the proportionate, undivided, indivisible rights to use and enjoy the Common Areas in the Project together with the proportionate, undivided, indivisible share of the Land.
- 11.5 Receipt of proceeds:** The Developer shall be entitled to receive and retain the sale proceeds and any other receipts to be received from and out of the sale and/or transfer of the Units in the Developers Allocation.
- 11.6 Possession:** The Developer shall handover the possession of the Units in the Developers Allocation to the Unit Owner upon completion of the Project and on compliance of Owner's share.
- 11.7 Project Finance:** The Developer shall be entitled to obtain finance for the development and construction of the Project from any bank or financial institution by creating a charge or lien on the Property provided however that the Owner shall not be liable for any default in payment by the Developer and the Developer shall keep the Owner saved, harmless, and indemnified to that effect.
- 11.8 Maintenance:** Upon completion of the Project, the Developer shall be entitled to maintain and manage the Common Areas of the Project/Property either by itself

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or through any agency appointed by it for the said purpose till the formation of the Association after which the maintenance and management of the Property shall be done by the Association. For this purpose, the Developer shall be entitled to collect maintenance charges from and frame such rules and regulations for the Unit Owner as it may deem fit.

**11.9 Roof Rights:** The Flat/Unit Owners shall be entitled to retain the rights over the roof of the Building jointly or any part thereof.

**12 Transfer of Owners Allocation:**

**12.1** The Owner shall not sell, lease, assign or otherwise transfer the Units and Parking Spaces in their Allocation at a price lower than the Sale Price fixed by the Developer.

**12.2** The Owner may have the documents for selling portions of the Owners Allocation drafted by the Advocates or through such other lawyers as they deem fit but in such a manner so that these documents are in conformity with those of the Developers Allocation, both of which shall be subject to the same restrictions as are applicable to apartment buildings, intended for common benefit of all its occupiers which shall, inter alia, include the following:

**12.2.1 Purpose:** The Unit Owner shall use the respective Unit only for the purpose for which it has been developed and sold to the Unit Owner.

**12.2.2 Membership of Association:** The Unit Owner shall become members of the Association formed under the West Bengal Apartment Ownership Act, 1972.

**12.2.3 No Illegal Activity:** No Unit Owner shall use or permit for use his respective Units for any illegal and immoral trade or activity, which may cause any nuisance or hazard to the other occupiers of the Buildings.

**12.2.4 No demolition:** No Unit Owner shall change the internal structure, demolish, or permit demolition of any wall or other structure, major or minor, in their respective Units or any portions thereof, without the

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written consent of the Association, concerned statutory authorities and/or bodies.

- 12.2.5 Rights over Common Areas:** No Unit Owner shall claim partition of the Common Areas or land share, which shall perpetually remain undivided and indivisible and further that no Unit Owner shall cause any hindrance or obstruct the Common Areas of the Property/Project.
- 12.2.6 Payment of Outgoings:** All Unit Owner shall timely and duly pay all rates, taxes, levies and charges for the Units and the proportionate charges for the Property to such authorities or the Association, as the case may be, entitled thereto, on and from the date of possession of the Units.
- 12.2.7 Restriction on transfer of Parking Spaces:** The Unit Owner also having the right to use a Parking Space shall transfer such Parking Space only together with the Unit and never separately. The Unit Owner shall not use the Parking Space for any purpose other than for parking of cars or make any construction of whatever nature thereat.
- 12.2.8 Covenants in perpetuity:** The covenants contained in the documents for transfer of the Units shall be binding in perpetuity on any subsequent transferee even if the same is specifically not mentioned in any subsequent document of transfer. At the time of transferring their respective Units, the Unit Owner shall ensure and bind the transferees that they shall observe and perform all the terms and conditions of the original transfer documents.
- 12.2.9 Management of the Buildings:** Till the Association is formed, the Buildings and the Property will be managed and maintained by the Developer and the Purchasers will be liable to pay to the Developer proportionate charges, as fixed by the Developer, for the maintenance and management of the Common Areas. Each Party will be liable to realize these charges from the occupiers of their respective Allocations.

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**12.2.10 Reasonable Restrictions:** The Unit Owner shall not carry on or cause to be carried on any obnoxious or immoral activity in or through the Unit or the Common Areas or do or permit anything to be done which is likely to cause nuisance or annoyance to the other Units Owner.

**13 Default:**

**1. Owners Default:**

1.1 In the event that the Owner commit any default or breach of their obligations with respect to obtaining necessary clearances, conversion and/or removing encumbrances over the Property, and/or clearing any outstanding dues pertaining to the Property and the Development, and/or handing over the possession of the Property, and fail to cure the default within 30(thirty) days of receiving a notice from the Developer, the Developer may, at its discretion, remove such obstacles as necessary and claim the expenses for the same from the Owner.

1.2 The liability of the Owner for their obligations and covenants under these presents shall always be a joint liability.

2. **Developer's Default:** Where the Developer fails to hand over the Owners Allocation within 42 months from the date of signing of this agreement or delay in constructing the building in accordance with the terms and fails to rectify the same within 30 days of receiving a notice from the Owner, the Owner shall be entitled to damages for each day of delay, upon the expiry of the said notice period of 30 days, provided however that where the delay is due to force majeure, then the same will not be considered as the Developers default and the Owner shall have no claim of damages.

14. **Arbitration:** All disputes between the Parties relating to this Agreement or its interpretation shall be referred to the Arbitration of Three Arbitrators (**Tribunal**), one arbitrator to be nominated by the Owner, one Arbitrator to be nominated by the Developer and the third Arbitrator to be appointed by the two arbitrators already appointed. The Tribunal shall proceed summarily and may give Interim Awards and/or directions. The Tribunal may avoid such rules, procedures and/or

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evidences which can be lawfully avoided by the mutual consent of or directions of the Parties, such consent or direction will be deemed to have been hereby given. The language of the Tribunal shall be English and the seat of the arbitration shall be in Kolkata Durgapur. The award of the Tribunal shall be final and binding upon the Parties.

**15. Miscellaneous**

**15.1 Notices:** All notices shall conclusively be deemed to have been served on the 4<sup>th</sup> day from the day the same is sent by registered/speed post with A/D to the addresses herein stated on the addressees mentioned hereinabove. In case of any change in the address of communication of any of the parties hereto shall be intimated to the other in writing.

**15.2 Binding Agreement:** This Agreement together with its Schedules sets forth the complete understanding between the parties hereto and supersedes all previous communication, memoranda, understandings, letters of intent and documents exchanged between the parties hereto regarding the subject matter hereof.

**15.3 Amendments:** No addition, change, variation or modification of the terms and conditions set forth herein shall be valid unless they are mutually agreed to by both the parties and are reduced in writing into a supplemental agreement signed by both the parties which shall then form part of this Agreement.

**15.4 Severability:** In the event any term or part of this agreement is held to be illegal, unenforceable or invalid by any court of law, then said term or part shall be struck and all remaining provisions shall remain in full force and effect.

**15.5 No Waiver:** No delay or waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by the Developer shall be construed or implied as a waiver or acquiescence by the Developer of the same or any other condition, covenant, right, or remedy.

**16. Rules of Interpretation:** The words used in bold in the headings of the Clauses and any Sub-Clauses have the meaning assigned to them in such Clauses or Sub-Clause

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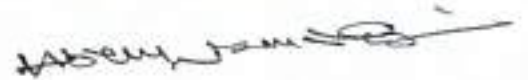
and the words put in bold in brackets define the word, phrase or expression immediately preceding.

**SCHEDULE**  
**(PROPERTY)**

ALL THAT piece and parcel of land admeasuring 12 Katha or 8640.114 sq. ft. or thereabouts situated at District- Paschim Bardhaman, being 6.203 Katha in Dag No. 707 and 5.797 Katha in Dag no. 714, comprised in J.L.No.52 L.R. Khatian No.4009, Mouza- Andal under PS- Andal, District- Paschim Bardhaman, West Bengal in the Residential zone of the Aerotropolis

The parties have signed and executed these presents on the date, month and year first above written.

Signed, executed and delivered by the  
Owner in the presence of:



Signed, executed and delivered by the  
Developer in the presence of:

GREEN MOUNTAIN CITY DEVELOPER PVT. LTD.

  
Director

**Witnesses:**

- (1) Sayak Ranjan Ganguly  
10, Old Post office street  
Kolkata
- (2) Subhra Sarker Chatterjee  
10, Old Post office street  
Kolkata

Drafted by  
Subhra Sarker Chatterjee  
Advocate  
Calcutta High Court  
F/1719/1996/2014

Additional Registrar of  
Companies

10/10/2011



## FORM FOR EXECUTION & FINGER PRINTS

NAME :

EXECUTION & SIGNATURE 	EXECUTION & SIGNATURE		 Little	 Ring	 Middle	 Fore	 Thumb	
		(LEFT HAND)						
		Description :-  Status :-	 Thumb	 Fore	 Middle	 Ring	 Little	(RIGHT HAND)

NAME :

EXECUTION & SIGNATURE	EXECUTION & SIGNATURE	PHOTOGRAPH	Little	Ring	Middle	Fore	Thumb	
		(LEFT HAND)						
		Description :-  Status :-	Thumb	Fore	Middle	Ring	Little	(RIGHT HAND)

NAME :

EXECUTION & SIGNATURE	EXECUTION & SIGNATURE	PHOTOGRAPH	Little	Ring	Middle	Fore	Thumb	
		(LEFT HAND)						
		Description :-  Status :-	Thumb	Fore	Middle	Ring	Little	(RIGHT HAND)

*[Handwritten signature]*

Additional Administrator of  
Assurance, Kolkata

19 MAR 2008





Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
GRIPS eChallan

GRN Details

GRN: 192020210245609971 Payment Mode: Online Payment  
GRN Date: 16/03/2021 21:28:00 Bank/Gateway: HDFC Bank  
BRN: 1395317147 BIRN Date: 16/03/2021 21:03:16  
Payment Status: Successful Payment Ref. No: 2000539154/1/2021  
[Query No\*/Query Year]

Depositor Details

Depositor's Name: Abhoy Mukherjee  
Address: Andal Andal  
Mobile: 9547492366  
EMail: abhoy@78gmail.com  
Depositor Status: Buyer/Claimants  
Query No: 2000539154  
Applicant's Name: Mr SUBHRA SANKAR CHATTERJEE  
Identification No: 2000539154/1/2021  
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount.(₹)
1	2000539154/1/2021	Property Registration- Stamp duty	0030-02-103-003-02	7020
2	2000539154/1/2021	Property Registration- Registration Fees	0030-03-104-001-16	21
			<b>Total</b>	<b>7041</b>

IN WORDS: SEVEN THOUSAND FORTY ONE ONLY.



  
Registrar of  
Associations, Kolkata

19 MAR 2021





ভারত সরকার  
Unique Identification Authority of India  
Government of India

অন্যকার আইডি / Enrollment No. : 1040/22118/00734

10317004

কলকাতা  
Kolkata  
West Bengal 700104  
ML831179663FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

**7086 0358 2884**

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার  
Government of India



সুব্রা সঙ্কর চ্যাটার্জী  
Subhra Sankar Chatterjee  
পিতা : মিহির লাল চ্যাটার্জী  
Father : Mihir Lal Chatterjee  
জন্ম তারিখ / DOB : 03/01/1978  
পুরুষ / Male



**7086 0358 2884**

আধার - সাধারণ মানুষের অধিকার

**आयकर विभाग**            **भारत सरकार**  
**INCOME TAX DEPARTMENT**      **GOVT. OF INDIA**  
 ABHOY MUKHERJEE  
 PRADIP MUKHERJEE  
 03/01/1978  
 Permanent Account Number  
**ARAPM1925D**  
  
 Signatures

*Handwritten signature in blue ink*

In case this card is lost / found, kindly inform / surrender to  
 Income Tax PAN Services, 100, 111/112  
 Plot No. 3, Sector 11, I.I.T. Campus,  
 New Mumbai - 400 014.  
 इस कार्ड को खोने / पाँचने का कृपया ज्ञापन करें / सौंपें।  
 आयकर सेवा सेवा केंद्र, 100, 111/112  
 प्लॉट नं. 3, सेक्टर 11, आई.आई.टी. कैंपस,  
 नयी मुंबई - 400 014।



GREEN MOUNTAIN CITY DEVELOPER PVT. LTD.

*[Handwritten Signature]*  
Director





তথ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অনলাইন প্রমাণীকরণ দ্বারা লাভ করুন।

### INFORMATION

- Aadhaar is proof of identity, not of citizenship .
- To establish identity, authenticate online .

- আধার সারা দেশে মান্য।
- আধার ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা প্রাপ্তির সহায়ক হবে।
- Aadhaar is valid throughout the country .
- Aadhaar will be helpful in availing Government and Non-Government services in future .



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ  
Unique Identification Authority of India

ঠিকানা:

অন্ডাল গ্রাম, দুবচুরিয়া,  
অন্ডালগ্রাম, বর্ডহামান, পশ্চিমবঙ্গ,  
713321

Address:

ANDAL GRAM, Dubchuria,  
Andal, Bardhaman, West Bengal,  
713321

7317 7367 8944



1947  
1020 300 1947



help@uidai.gov.in



www.uidai.gov.in



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

ভারত সরকার

Unique Identification Authority of India

Government of India

ভাণ্ডিকাজুটির আই ডি / Enrollment No.: 1058/19994/01919

To  
অভয় মুখার্জী  
Abhay Mukherjee  
ANDAL GRAM  
Dubchuria  
Andal  
Bardhaman  
West Bengal 713321

100322833



MLC93228331FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

**7317 7367 8944**

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার  
Government of India



অভয় মুখার্জী  
Abhay Mukherjee  
পিতা : প্রদীপ মুখার্জী  
Father: PRODIP MUKHERJEE  
জন্মতারিখ / DOB : 03/01/1978  
পুলক / Male

7317 7367 8944

আধার - সাধারণ মানুষের অধিকার



*Abhay Mukherjee*

## Major Information of the Deed



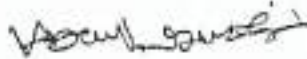
Deed No :	I-1903-03266/2021	Date of Registration	19/03/2021
Query No / Year	1903-2000539154/2021	Office where deed is registered	
Query Date	09/03/2021 6:29:25 PM	1903-2000539154/2021	
Applicant Name, Address & Other Details	SUBHRA SANKAR CHATTERJEE OLD POST OFFICE STREET, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9903036865, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
	Rs. 57,61,800/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,030/- (Article:48(g))	Rs. 101/- (Article:E, E)		
Remarks			

### Land Details :

District: Paschim Bardhaman, P.S:- Andal, Gram Panchayat: ANDAL, Mouza: Andal, JI No: 52, Pin Code : 713347

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-707 (RS :-)	LR-4009	Bastu (BAPL)	Biman Nagari	6.203 Katha		29,78,370/-	Width of Approach Road: 90 Ft., Adjacent to Metal Road, ,Last Reference Deed No :1903-I -03553-2020
L2	LR-714 (RS :-)	LR-4009	Bastu (BAPL)	Biman Nagari	5.797 Katha		27,83,430/-	Width of Approach Road: 90 Ft., Adjacent to Metal Road, ,Last Reference Deed No :1903-I -03553-2020
		<b>TOTAL :</b>			<b>19.8Dec</b>	<b>0 /-</b>	<b>57,61,800 /-</b>	
		<b>Grand Total :</b>			<b>19.8Dec</b>	<b>0 /-</b>	<b>57,61,800 /-</b>	




**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b>	<b>Photo</b>	<b>Finger Print</b>	<b>Signature</b>
	<b>Mr Abhoy Mukherjee</b> Son of Late Pradip Mukherjee Executed by: Self, Date of Execution: 19/03/2021 , Admitted by: Self, Date of Admission: 19/03/2021 ,Place : Office	 <small>19/03/2021</small>	 <small>LTI 19/03/2021</small>	 <small>19/03/2021</small>
VILLAGE DUBCHURURIA, P.O:- ANDAL, P.S:- Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN - 713321 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ARxxxxxx5D,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 19/03/2021 , Admitted by: Self, Date of Admission: 19/03/2021 ,Place : Office				

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>GREEN MOUNTAIN CITY DEVELOPER PRIVATE LIMITED</b> DHANDBAD, P.O:- DURGAPUR, P.S:- Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN - 713203 , PAN No.:: AAxxxxxx3K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b>	<b>Photo</b>	<b>Finger Print</b>	<b>Signature</b>
	<b>Mr Abhoy Mukherjee</b> <b>(Presentant )</b> Son of Late Pradip Mukherjee Date of Execution - 19/03/2021, , Admitted by: Self, Date of Admission: 19/03/2021, Place of Admission of Execution: Office	 <small>Mar 19 2021 11:54AM</small>	 <small>LTI 19/03/2021</small>	 <small>19/03/2021</small>
Village Dubchururia, P.O:- Andal, P.S:- Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN - 713321, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ARxxxxxx5D,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : GREEN MOUNTAIN CITY DEVELOPER PRIVATE LIMITED (as Director)				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr SUBHRA SANKAR CHATTERJEE</b> Son of Mr MIHIR LAL CHATTERJEE 10 OLD POST OFFICE STREET, P.O:- GPO, P.S:- Hare Street, Kolkata, District- Kolkata, West Bengal, India, PIN - 700001			
	19/03/2021	19/03/2021	19/03/2021
Identifier Of Mr Abhoy Mukherjee, Mr Abhoy Mukherjee			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Mr Abhoy Mukherjee	GREEN MOUNTAIN CITY DEVELOPER PRIVATE LIMITED-10.235 Dec

**Transfer of property for L2**

Sl.No	From	To. with area (Name-Area)
1	Mr Abhoy Mukherjee	GREEN MOUNTAIN CITY DEVELOPER PRIVATE LIMITED-9.56505 Dec

**Land Details as per Land Record**

District: Paschim Bardhaman, P.S:- Andal, Gram Panchayat: ANDAL, Mouza: Andal, JI No: 52, Pin Code : 713347

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 707, LR Khatian No:- 4009	Owner:পশ্চিমবঙ্গ বিদ্য উন্নয়ন নিগম(প্রভিডি), Gurdian: , Address:অননীত মাথ ঠাকুর মঠনী কালকাজ , Classification:পুকুর, Area:0.61000000 Acre,	Mr Abhoy Mukherjee
L2	LR Plot No:- 714, LR Khatian No:- 4009	Owner:পশ্চিমবঙ্গ বিদ্য উন্নয়ন নিগম(প্রভিডি), Gurdian: , Address:অননীত মাথ ঠাকুর মঠনী কালকাজ , Classification:বাগিচা, Area:0.15000000 Acre,	Mr Abhoy Mukherjee

On 19-03-2021

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

**Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)**

Presented for registration at 11:47 hrs on 19-03-2021, at the Office of the A.R.A. - III KOLKATA by Mr Abhoy Mukherjee .

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 57,61,800/-

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

Execution is admitted on 19/03/2021 by Mr Abhoy Mukherjee, Son of Late Pradip Mukherjee, VILLAGE DUBCHURURIA, P.O: ANDAL, Thana: Durgapur, , Paschim Bardhaman, WEST BENGAL, India, PIN - 713321, by caste Hindu, by Profession Business

Identified by Mr SUBHRA SANKAR CHATTERJEE, , Son of Mr MIHIR LAL CHATTERJEE, 10 OLD POST OFFICE STREET, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

**Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 ) [Representative]**

Execution is admitted on 19-03-2021 by Mr Abhoy Mukherjee, Director, GREEN MOUNTAIN CITY DEVELOPER PRIVATE LIMITED, DHANDABAD, P.O:- DURGAPUR, P.S:- Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN - 713203

Identified by Mr SUBHRA SANKAR CHATTERJEE, , Son of Mr MIHIR LAL CHATTERJEE, 10 OLD POST OFFICE STREET, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 101/- ( E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 21/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 80/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/03/2021 9:29PM with Govt. Ref. No: 192020210245609971 on 16-03-2021, Amount Rs: 21/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 1395317147 on 16-03-2021, Head of Account 0030-03-104-001-16

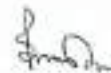
**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by Stamp Rs 10/-, by online = Rs 7,020/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 198308, Amount: Rs.10/-, Date of Purchase: 03/03/2021, Vendor name: S Chatterjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/03/2021 9:29PM with Govt. Ref. No: 192020210245609971 on 16-03-2021, Amount Rs: 7,020/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 1395317147 on 16-03-2021, Head of Account 0030-02-103-003-02



**Probir Kumar Golder**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - III KOLKATA**  
**Kolkata, West Bengal**



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1903-2021, Page from 160378 to 160408

being No 190303266 for the year 2021.



Digitally signed by PROBIR KUMAR  
GOLDER  
Date: 2021.04.16 12:32:49 +05:30  
Reason: Digital Signing of Deed.

(Probir Kumar Golder) 2021/04/16 12:32:49 PM  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - III KOLKATA  
West Bengal.

(This document is digitally signed.)

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