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Verified that the Document is genuine & Registration, the Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

[Signature]
Additional Registrar
of Documents
13.01.15

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this 10th day of January, 2015.

90,250/-
100/-
90,350/-

64334

S. K. SINGHI & CO.
ADVOCATES

RAJA CHAMBERS
4, Rajan Sankar, Raj Road
1st floor, Kolkata-700001
Ph: 9830211111, 9830211112
Fax: 9830211113

Date: 3 + OCT 2014

Mahesh Chandra Sengupta
Chartered Accountant

for: Meghna Tradecom Pvt. Ltd.
Arpan Dutta
Authorized Signatory



105C

Arpan Dutta



106C

Adya Township (P) Ltd.
Tanmay Dey
Authorized Signatory

Adya Devcon (P) Ltd.
Tanmay Dey
Authorized Signatory

SAMMAN REALTORS (P) LTD.
Arpan Dutta
Authorized Signatory

Devanshi Infra Projects Pvt. Ltd.
Arpan Dutta
Authorized Signatory

Identified by me
Anita Patra
W/O S.K. Das Patra
U.K.S. Rata Road
Kali-1

ADDITIONAL REGISTRAR
OF ASSURANCE AND DATA
10 JAN 2015

BY AND BETWEEN

1.

- a. **M/s. Meghna Tradecom Private Limited**, a company incorporated under the provisions of the Companies Act, 1956 having its Registered Office at 2nd floor, 9, Ramsevak Mullick Lane, Police Station Barabazar, Kolkata - 700007, having PAN NO: AAFCM0390P, represented by its authorized signatory Mr. Arpan Dutta, son of Mr. Sambhu Nath Dutta, working for gain at 14F, Swinhoe Street, Kolkata - 700 019 (PAN No. ARQPD3478A).
- b. **M/s. Meghna Projects Private Limited**, a company incorporated under the provisions of the Companies Act, 1956 having its Registered Office at 2nd floor, 9, Ramsevak Mullick Lane, Police Station Barabazar, Kolkata - 700007, having PAN NO. AAGCM7997P, represented by its representatives/authorized signatory Mr. Prosad Ganguly, son of Late Sasanka Sekhar Ganguly, working for gain at Nicco House, 2, Hare Street, Kolkata - 700 001 (PAN No. AUEPG5778K).
- c. **M/s. Adya Township Private Limited**, a company incorporated under the provisions of the Companies Act, 1956 having its Registered Office at 74, Lenin Sarani, Police Station Taltala, Kolkata - 700013, having PAN NO. AAICA6900E, represented by its representatives/authorized signatory, Mr. Tanmay Dey, son of Shri Prasanta Dey, residing at 17B, Kali Charan Ghosh Road, Kolkata - 700 050 (PAN No. AWHPD4781C).
- d. **M/s. Adya Devcon Private Limited**, a company incorporated under the provisions of the Companies Act, 1956 having its Registered Office at 74, Lenin Sarani, Police Station Taltala, Kolkata - 700013, having PAN NO. AAICA6901F, represented by its representatives/authorized signatory, Mr. Tanmay Dey, son of Shri Prasanta Dey.

 107C

Shivangi Infra Realty Pvt. Ltd.

Sanjay Das
Authorized Signatory

PADMA COMPLEX PVT, LTD.

Sanjay Das
Authorized Signatory

Mahamayatala Residency LLP

Anant Jangam
Designated Partner

 108C

 109C

For Megha Projects Pvt. Ltd.
Prasad Ganguly,
Authorized Signatory.

Identified by me
Sunita Patra
2, K.S. Roy, Road
Kali-1



ADDITIONAL REGISTRAR
OF ASSURANCE, ASSAM
10 JAN 2015

residing at 17B, Kail Charan Ghosh Road, Kolkata - 700 050 (PAN No. AWHPD4781C).

- e. **M/s. Samman Realtors Private Limited**, a company incorporated under the provisions of the Companies Act, 1956 having its Registered Office at 14F, Swinhoe Street, Police Station Gariahat, Kolkata - 700019, having PAN NO. AAOCST936G, represented by its Authorised Signatory, Mr. Arpan Dutta, son of Mr. Sambu Nath Dutta, working for gain at 14F, Swinhoe Street, Kolkata - 700 019 (PAN No. ARQPD3478A).
- f. **M/s. Devanshi Infra Projects private Limited**, a company incorporated under the provisions of the Companies Act, 1956 having its Registered Office at 14F, Swinhoe Street, Police Station Gariahat, Kolkata - 700019, having PAN NO. AADC6226F, represented by its authorized signatory Mr. Arpan Dutta, son of Mr. Sambhu Nath Dutta, working for gain at 14F, Swinhoe Street, Kolkata - 700 019 (PAN No. ARQPD3478A).
- g. **M/s. Padma Complex Private Limited**, a company incorporated under the provisions of the Companies Act, 1956 having its Registered Office at 2, Rowland Road, Police Station Ballygunge, Kolkata - 700020, having PAN NO. AAFCP6881Q, represented by its authorized signatory Sanjoy Das, son of Subhas Das, residing at 17A, Dalimata Lane, P.S. Burtolla, Kolkata - 700 006 (PAN No. ADVPD0508L).
- h. **M/s. Shivangi Infra Realty Private Limited**, a company incorporated under the provisions of the Companies Act, 1956 having its Registered Office at 2, Rowland Road, Police Station Ballygunge, Kolkata - 700020, having PAN NO. AAOCST944H, represented by its authorized signatory Sanjoy Das, son of Subhas Das, residing at 17A, Dalimata Lane, P.S. Burtolla, Kolkata - 700 006 (PAN No. ADVPD0508L).

Hereinafter collectively referred to as the "OWNERS". (which expression shall unless excluded by or repugnant to the subject or context be deemed to include its respective successor or successors-in-interest and assigns) of the **ONE PART**.

2. **MAHAMAYATALLA RESIDENCY LLP**, a Limited Liability Partnership registered under the Limited Liability Partnership Act 2008 having its Principal office at 14F, Swinhoe Street, Kolkata - 700019, having PAN NO. AATFM7256P, represented by its Designated Partner Mr. Anant Nathany, son of Shri Rajesh Nathany, residing at 10A, Ballygunge Circular Road, Kolkata - 700 019 (PAN No. ACRPN7067R), hereinafter referred to as the "DEVELOPER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successor or successors-in-interest and assigns) of the **OTHER PART** :

PART-I # DEFINITIONS

1. Unless in this Agreement there be something contrary or repugnant to the subject or context-
 - 1.1. "Building Complex" shall mean and include the Subject Property and the New Buildings thereat with the Common Areas and Installations;
 - 1.2. "Building Plan" shall mean the plan for construction of the New Buildings caused to be sanctioned by the Owners from the Rajpur- Sonarpur Municipality bearing No. 2137CB/27/15 dated 10th April, 2014 and include all modifications and/or alterations as may be made thereto in accordance with the terms and conditions hereof;
 - 1.3. "Common Areas and Installations" shall according to the context mean and include the areas installations and facilities comprised in and for the New Buildings and/or the Subject Property and/or any part or parts thereof as may be expressed or intended by the Developer in consultation with the Owners from time to time for use in common.
 - 1.4. "Marketing" or "Transfer" (with their respective grammatical variations) shall include transfers by sale, lease, letting out, grants, exclusive rights or otherwise;

- 1.5. **"Realization"** shall mean and include the amounts received against Transfer of the Units, Parking Spaces and other Transferable Areas from time to time including the consideration for Floor Rise Escalation and PLC and any other amount on any account received against any Transfer.
- 1.6. **"Subject Property"** shall mean the pieces or parcels of contiguous and adjacent lands in one combined parcel in Mouza Kumrakhail, PS Sonarpur, Dist.24 Parganas (S) and morefully and particularly described in the **SCHEDULE-I** hereunder written and include all constructions thereat and appurtenances thereof;
- 1.7. **"Separately Allocable Areas"** shall mean those Transferable Areas to be identified and allocated to the Owners under specified circumstances as mentioned herein;
- 1.8. **"Transferable Areas"** shall mean the Units, Parking Spaces, terraces, roofs, gardens, open spaces, club (if constructed) with or without any facilities and all other areas at the Building Complex capable of being transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise and shall also include any area, right or privilege capable of being commercially exploited or transferred for consideration in any manner;
- 1.9. **"Transferees"** shall mean the persons to whom any Transferable Areas in the Building Complex is Transferred or agreed to be Transferred;
- 1.10. **"Common Purposes"** shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Building Complex and in particular the Common Areas and Installations; rendition of common services in common to the transferees thereof; collection and disbursement of the common expenses; the purpose of regulating mutual rights, obligations and liabilities of the transferees thereof; and dealing with all matters of common interest of the transferees thereof;
- 1.11. **"Project"** shall mean and include the planning and development of the Subject Property into

the Building Complex and the Transfer of all Transferable Areas therein and the distribution of the profits and allocation of Separately Allocable Areas and the administration of the Building Complex in matters relating to the Common Purposes all in accordance with the terms and conditions of this Agreement.

PART-II # RECITALS AND REPRESENTATIONS:

2. OWNERSHIP AND INTENT:

The Owners are the sole and absolute owners of pieces and parcels of contiguous and adjacent lands altogether forming the Subject Property. The Owners have decided to carry out integrated development of the Subject Property through a Limited Liability Partnership Firm constituted for the purpose to cause the development, administration and marketing of building complex and the Owners shall be entitled to a specified percentage of the net profits from the Project and identified portions of non-transferred areas as consideration for transfer of proportionate undivided share in the land to the Transferees.

2.1 BROAD & BASIC UNDERSTANDING : Upon mutual discussions between the parties, it was agreed and decided by and between them that the Owners would appoint Developer hereto as the developer and grant to the Developer the sole and exclusive rights and authorities for causing to be developed the Building Complex at the Subject Property and the Owners would provide the Subject Property in a state free from all Encumbrances created or suffered by the Owners and with clear marketable title to the Developer and the Developer would construct or cause to be constructed the New Buildings thereon with Common Areas & Installations and carry out certain acts of administration of the Building Complex and also of Transfer of the Transferable Areas at the prices mutually agreed between the parties subject to the terms and conditions herein and the Net Profits from the Project (i.e. Realizations as reduced by the costs of Land, development, construction and marketing) would be shared by the Owners in the Agreed Ratio provided herein. It is clarified that the amount recorded in the books of the Developer as the value of the Said Land as mutually agreed between the parties shall be deemed to be the Cost of Land for determining Net Profit from the Project.

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2.2 OWNERS' REPRESENTATIONS: The Owners made the following several representations and assurances to the Developer:

- a. By execution of Deed of Conveyance dated 22nd December 2010, registered in the Office of the Additional District Sub Registrar at Sonarpur, South 24 Parganas, recorded in Book No. 1, CD Volume No. 34, Pages from 3641 to 3672, being No. 14250 for the year 2010, the Owners became the joint owners of the land being 90.5 Decimal equivalent to 2 Bigha 14 Cottah 12 Chittak 1.8 Sq. Ft. comprised in R.S. & L.R. Dag No.3, 4, 5, 8, 9, 19, 21, R.S. & L. R. Khatian No: 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507 and 2508 All in Mouza – Kumrakhali, J. L. No. 48, Police Station – Sonarpur, District – South 24 Parganas, hereinafter referred to as the "Said Premises" more fully described in Schedule 1 hereunder
- b. For the purpose of carrying on development on the Said Premises, the Owners jointly formed a Limited Liability Partnership, registered under The Limited Liability Partnership Act 2008, by the name and style of "MAHAMAYATALLA RESIDENCY LLP", the Developer herein.
- c. That the Subject Property and every part thereof are free from all Encumbrances created or suffered by the Owners and without any claim, right, title, interest of any person thereon or in respect thereof, other than the Developer herein.
- d. The Owners after having acquired the Subject Property have caused its name to be mutated in the relevant Land Records of the BLLRO. The Owners have also caused a map or plan sanctioned by the Rajpur-Sonarpur Municipality being Plan No. 2137/CO/27/15 dated 10.04.2014 for construction of the proposed G+VII storied Residential Building at Holding No. 432 Uttar Kumrakhali, under R.S. & L.R. Khatian No. 2549, 2550, 2551, 2552, 2553, 2554, 2255, 2556, in R.S. & L. R. Dag No. 3, 4, 5, 8, 9, 19 and 21, Mouza – Kumrakhali, Police Station – Sonarpur, P.O. Narendrapur, District - 24 Parganas (S), J. L. no. 48, under Rajpur-Sonarpur Municipality.
- e. There is no notice of acquisition or requisition received or to the knowledge of the Owners in respect of the Subject Property or any part thereof and the Subject Property does not contain any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any other law whatsoever.
- f. Neither the Subject Property nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of Law or due to Income Tax arrear or any other Public Demand.
- g. There is no impediment, obstruction, restriction or prohibition in the Owners entering upon this agreement and/or in development and transfer of the Subject Property so developed.
- h. The Owners have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby

the Subject Property or any part thereof can or may be impeached, encumbered or affected in title or would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement.

- i. The Owners have not entered upon any agreement or contract with any person other than the Developer herein in connection with the Subject Property or its development/sale/transfer nor have otherwise dealt with the Subject Property or any part thereof.
- j. There is no difficulty in the compliance of the obligations of the Owners hereunder.

2.3. DEVELOPER'S REPRESENTATION: The Developer made the following several representations and assurances to the Owners:

- a. The Developer is a limited liability partnership formed under the provisions of The Limited Liability Partnership Act 2008, having its main object as construction and development of real estate;
- b. There is no impediment, obstruction, restriction or prohibition in the Developer entering upon this agreement and/or in developing the Subject Property in terms hereof.
- c. That the Developer has approved the transaction with the Owners envisaged herein freely and unequivocally and has good right, full power and absolute authority to enter into this Agreement and perform and discharge the obligations contained herein.
- d. There is no difficulty in the compliance of the obligations of the Developer hereunder.

2.4. RECORDING INTO WRITING: The parties are now entering upon this Agreement to record into writing all the terms and conditions agreed between them in connection with the development of the Subject Property and the Transfer and administration of the Building Complex and the respective rights and obligations of the parties in respect of the same as hereinafter contained

PART-III # WITNESSETH:

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

3. AGREEMENT AND CONSIDERATION:

- 3.1. In the premises aforesaid, the Owners have provided the Subject Property exclusively for the

purpose of the Development and construction of New Buildings with Common areas & installations and appointed the Developer to develop or cause to be developed the Subject Property as a Building Complex with rights and authority to Transfer the Transferable Areas and the Developer hereby agrees to accept the same at and for the mutual considerations and on the terms and conditions hereinafter contained.

- 3.2. The Developer shall have the sole and exclusive rights, authorities and entitlements(a) to develop and construct or cause to be developed and constructed the New Buildings at the Subject Property in accordance with the Building Plan and (b) to administer the entire Building Complex and all Transferable Areas therein and (c) all other properties benefits and rights hereby agreed to be granted to the Developer and the Owners shall be entitled (a) to share the profits from the project in the Agreed Ratio and (b) all other properties benefits and rights hereby agreed to be granted to the Owner son and subject to the terms and conditions hereinafter contained.
- 3.3. The Owners hereby grant the exclusive right and authority to the Developer:
- 3.3.1. To take possession of the Said Land for carrying on the development work and construction of building/ buildings and enjoy uninterrupted right of passage over and under and of access and egress to and from the said Land.
- 3.3.2. To enter upon the Said Land with its men, Agents, Contractors, Sub-contractors, machinery, labourers as may be required in the opinion of the Developer to commence, continue and complete the construction and Development activities on the Said Land.
- 3.3.3. To carry out such activities as the Developer may deem fit for carrying out development and construction on the Said Land.
- 3.3.4. To make such applications and/or the representation to any of the authorities as may be required for construction and development on the Said Land.
- 3.3.5. To enter into agreements for transfer of the Transferable Areas and receive and collect sums towards sale consideration in respect of the same from the Transferees.
- 3.4. All applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary permission/ sanction from the appropriate authorities, shall be prepared by the Developer at its own cost and shall be

signed by the Owners and submitted by the Developer on behalf of the Owners.

- 3.5. In consideration of the Development rights being granted by the Owners, the Developer shall at its own costs, construct, erect, and complete the Building Complex at the said Premises in accordance with the sanctioned plan, and the profits from the Building Complex and all Transferable Areas therein shall be shared in the Agreed Percentage by the Owners as under.:

Sl. No.	Name	Percentage
1	Meghna Tradecom Private Limited	12.50 %
2	Meghna Projects Private Limited	12.50%
3	Adya Township Private Limited	12.50 %
4	Adya Devcon Private Limited	12.50 %
5	Samman Realtors Private Limited	12.50 %
6	Devanshi Infra Projects Private Limited	12.50 %
7	Padma Complex Private Limited	12.50 %
8	Shivangi Infra Realty Private Limited	12.50 %

The profit as aforesaid shall mean Realisations from the Project as reduced by the Costs of Land (as recorded in the books of the Developer at mutually agreed values), Cost of Development, Construction and Marketing of the Project and for the purpose the Developer shall maintain proper accounts and cause the same audited under the provisions of the LLP Act.

4. DEVELOPMENT & CONSTRUCTION

- a. The Developer shall construct erect and carry out the development at the Subject Property in a good and workman like manner with good and standard quality of materials and at its sole risk. The Developer shall construct and build the New Building in accordance with the Building Plans and the Specifications as decided by and between the parties herein (or revised with mutual consent) and do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules in force at the relevant time.
- b. All costs and expenses for sanctioning of plans (including fees of the Architects and all fees costs and charges payable for sanction, modification, alteration and/or revision of building plans), all costs of construction and development of the Subject Property and the activities mentioned above shall be borne and paid by the Developer.
- c. The Architect for the Building Complex shall be selected by the Developer in consultation with the Owners. All persons employed by the Developer for the purpose of construction such as architects, contractors, labourers, care-takers, etc., shall be the persons under appointment from and/or employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc., or their acts in any manner whatsoever and shall have no responsibility towards the architect and/or contractors labourers caretaker etc., or for the compliance of the provisions of labour laws, payment of wages, payment of P.F., E.S.I., etc., maintenance of records of labourers etc., and all the responsibilities in that behalf shall be of the Developer and the Owners shall be kept protected and harmless against any action, if taken against the Owners for non-compliance or violation of the said requirements.
- d. The quality of the materials to be used by the Developer in construction of the building shall be certified by the Architect from time to time and the decision of the Architect regarding the quality of the materials and the specification shall be final and binding upon the parties hereto.

- e. The Developer shall install and erect in the said new building or buildings, at its own costs, lifts, pumps, tube-well, water storage tanks, overhead reservoirs, electrification, permanent electric connections obtained from the concerned Electricity Board/Authority and until permanent electric connection is obtained, temporary electric connection shall be provided.
- f. The Developer shall also provide a generator of sufficient capacity as the Developer shall think fit and proper.
- g. The Developer shall be authorised by the Owners so far as is necessary to apply for and obtain quota entitlements and other allocations of or for cement, steel, bricks and other building materials allocable to the Owners for the construction of the building and to similarly apply for and obtain temporary and permanent connections of water, electricity, power, drainage, sewerage and/or gas to the new building or buildings and other inputs and facilities required for the construction or enjoyment of the building for which purpose the Owners shall execute, in favour of the Developer, a Power of Attorney and other authorities as shall be required by the Developer. All costs, charges and expenses there for shall be borne and met by the Developer.
- h. The name of the residential Project to be developed on the Said Premises shall be decided by the Developer in consultation with the OWNERS.
- i. The Developer may appoint and/or avail the services of Third Parties for the purpose of carrying out its duties and obligations as provided for in this Agreement and the Owners shall not have any objections in relation to such appointment by the Developer.
- j. Any damage or loss caused owing to negligence, carelessness and/or any other reason during the construction or erection of the building or buildings at the said premises shall be discharged by the Developer and the Owners shall bear no responsibility in this context.

- k. It is hereby expressly agreed that, if at any time in future, the Schedule Premises becomes entitled to avail of any increased /additional FAR, in any manner whatsoever, the DEVELOPER shall be entitled to utilize the same by constructing additional floors on the buildings or elsewhere and/or by constructing one or more unit/units on the Schedule Premises, as they may deem fit, and the OWNERS shall be deemed to have granted their consent to such additional construction by executing this Agreement.
- l. The Developer shall obtain completion and structural engineering certificate from the Architect of the Building Complex and shall also obtain necessary certificates or permissions from the appropriate person or authority, if required, for commencing or occupation of the New Buildings. The Developer shall also be liable to apply for and obtain any other certificate permission clearance etc., as may be required or found necessary for sanctioning of plans and development of the Subject Property and for that to comply with all formalities and do all acts deeds and things.
- m. It is agreed by and between the parties that the Developer shall be in charge of the Project Management and shall be responsible for taking all steps for development in accordance with law.
- n. The Owner hereby agrees and confirms that the Developer shall have all the authority to carry out the planning and development of the Building Complex including the following:-
- i. To apply for and obtain all permission, approval and clearances from any Government or other appropriate authority for all or any of the purposes connected with the planning or development or Transfer of the Building Complex from the Government or any other person except any Separately Allocable Areas belonging to the Owners;
 - ii. To sign and execute all plans sketches papers and applications and get the same submitted to and sanctioned by the Appropriate Authority or authorities from time to time for demolition, making additions and/or alterations, constructions and/or reconstructions on the Subject Property or any portion thereof and/or for obtaining any utilities and permissions.

- iii. To supervise the construction work in respect of the Building Complex to be carried out in accordance with the Building Plans with all necessary and/or permissible and/or sanctionable additions or alterations and in accordance with all the applicable rules and regulations made by the Appropriate Authority in its own name.
- iv. To represent the Owners before all Appropriate Authorities and Government and also all electricity, water, drainage, sewerage, technology and other service providers.
- v. To pay various fees, costs and charges to concerned authorities as may be necessary for the purpose of carrying out the development work on the Subject Property and to claim refund of such deposits so paid and to give valid and effectual receipts in connection with the refund of such deposits in its own name or in the name of the Owners or in the joint name, as may be required.
- o. For all or any of the purposes contained hereinabove and as required by the Developer, the Owners shall render all assistance and co-operation to the Developer and sign execute and submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time promptly and without any delay.
- p. The Owners shall at all times be entitled to enter upon the said premises to monitor and oversee the Development and construction activities being carried upon the said Premises.
- q. All the major decision in relation to the Development and Construction shall be taken jointly by the Owners and the Developers except such decisions, as mentioned herein, the exclusive right of which has been granted to the Developer.

5. TRANSFER AND MANNER:

- a. Except any Separately Allocable Areas, the marketing and Transfer of the Building Complex and all Transferable Areas therein shall be done and conducted by the Developer on the following terms and conditions:

- i. The Developer shall be entitled to conduct the day to day marketing in respect of the Building Complex and all Transferable Areas therein at the rates and other terms and conditions as may be decided or revised by the parties from time to time.
 - ii. The Developer shall accept bookings and make allotments, in respect of any Unit, Parking Space or other Transferable Areas in favour of any Transferees and cancel revoke or withdraw the same if the situation so warrants according to the Developer.
 - iii. Except those in respect of the Separately Allocable Areas, the agreements and final Transfer deeds or deeds and other documents of transfer relating to Transfer of the Units, Parking Spaces and other Transferable Areas shall have both the Owners and the Developer as parties and executed by their respective authorized signatories. The Owners shall ensure that its representative make themselves available regularly for signing and/or registering the agreements, deeds and other documents of transfer as may be required.
 - iv. Without affecting the obligation of the Owners to execute and/or register the agreements, final transfer deeds or other documents of transfer as hereinabove stated and without absolving the Owner in any manner there from, the Owners may by power of attorney to be executed and registered by the Owners authorize the Developer to sign, execute and register the agreements for sale, sale deeds, agreements or deeds of Transfer and all other deeds, instruments and writings, with other connected powers and authorities on behalf of the Owners in respect of Transferable Areas or any part thereof.
 - v. The Transfer of the proportionate shares in land attributable to the concerned Transferable Areas and the constructed areas with all rights, title or interest to the Transferees shall be completed upon construction of the Transferable Areas or at such other time as the Parties may by mutual consent decide.
- b. **SEPARATELY ALLOCABLE AREAS** The Separately Allocable Areas, if allocated, shall be held by the respective allottees thereof and shall be transferred by the respective allottees with the proportionate shares in land attributable to the concerned Transferable Areas.
- c. **Advocates:** All documents of transfer or otherwise shall be such as be drafted by S.K. Singhi & Co., Advocates of Raja Chambers, 4, Kiran Shankar Roy Road, 1st Floor, Kolkata-700001.

- d. **Marketing and Advertisement Costs:** All costs and expenses of marketing and publicity, brokerage, commission and like other amounts relating to Transfer shall be payable by the Developer. Any brokerage or commission for Separately Allocable Areas shall be paid by the parties respectively.
- e. **Loans by Transferees:** The Transferees shall be entitled to take loans for the purpose of acquiring specific Units and Transferable Areas from banks, institutions and entities granting such loans. The Owners and the Developer shall render necessary assistance and sign and deliver such documents, papers, consents, etc. as be required in this regard by such banks, institutions and entities provided that there is no monetary liability for repayment of such loans or interest upon them or any of them nor any charge or lien on the Project / Subject Property except the Unit and appurtenances under sale or Transfer and save those occasioned due to cancellation of the agreement with the Transferee and to the extent to be mentioned in the agreement for sale to be entered with them. The liability arising out of any such cancellation shall be to the account of the party which is in default. The Developer shall also be entitled to get the project at the said premises approved from the Banks and/or Financial Institutions to enable the persons interested in acquiring and owning Transferable Areas to take loans from any such Banks or Financial Institutions.

6. FINANCE AND MORTGAGE:

The Owners doth hereby agree that the Developer may obtain loans and finance for development of the Subject Property from any Banks and/or the Financial Institutions and/or Non-Banking Financial Companies and/or Recognized Foreign Direct Investors by mortgaging and charging the Said Premises. The Owners agree from time to time to provide consents, confirmation and no objections or other documents as may be required for such mortgage or charge to be created by the Developer and also agree to sign necessary loan and other agreements and power of attorney with the bankers or financiers in connection with the above Provided That the Owners shall not be liable in any manner for repayment thereof or any consequence of default in such repayment. In case owing to any loans or finances obtained by the Developer, the Owners suffer

any losses or damages due to any non-repayment, delay in repayment by the Developer or due to any other consequence of delay or default of the Developer in respect of its obligations in respect of any such loan or liability whatsoever, the Developer shall indemnify and keep the Owners saved harmless and indemnified in respect thereof.

7. SEPARATE ALLOCATIONS UNDER SPECIAL CIRCUMSTANCES:

- a. Upon expiry of 3 (three) months from the date of completion of construction of the Building Complex or at such other time as be mutually agreed between the parties hereto in writing, the parties shall by mutual consent divide and allocate separate areas in the Building Complex on the following terms and conditions.
- b. The Owners would be allocated and be entitled to identified units or portions of the Transferable Areas remaining unsold as per the Agreed Ratio.
- c. In case, while demarcating and identifying the respective allocations of the parties as aforesaid, it is found that the areas in any of the Transferable Areas cannot be allocated exactly, then the party receiving less area shall be paid by the party receiving more area a mutually agreed monetary compensation therefor based on valuation thereof.
- d. The Developer shall construct and deliver the identified separate areas to the Owners in the Building Complex.
- e. Each of the Owners shall be entitled to deal with and dispose of their respective separately identified allocation to such persons and at such price/consideration as they may respectively deem fit and proper **Provided However That:-**
 - i) Neither party shall make any commitment or enter upon any term which is or may be repugnant to or contrary to those contained or otherwise affects or prejudices the scope of the respective rights and obligations of the parties hereto herein;
 - ii) Neither party shall execute and register the sale deeds and other instruments in respect of completion of sale or transfer in respect of any part of the

Complex, till such time as the Occupancy Certificate is obtained by the Developer in respect of such part;

- iii) Any transfer by any party shall be at its own respective risks and consequences;
- iv) The Owners shall not be entitled to sell and transfer their respective allocation at prices less than those offered by the Developer without the prior written consent of the Developer.

8. FORCE MAJEURE

This Agreement shall however be subject to Force Majeure situation and the parties shall not be liable to pay any compensation for non-performance of its obligation due to such Force Majeure situation which may be an Act of God, Natural Calamity, Fire, Labour Unrest, Local and Civil Disobedience, Non-performance of Contractors, Flood, Earthquake, any prohibitory order from any Court of Law, Judicial or Quasi-Judicial Authorities, Statutory Bodies or Departments, Municipalities, Governments or delay in grant of Electricity, Water, Sewage or Drainage Connection or any other permission or sanctions as are necessary for completion of the project.

9. NOTICE

All notices shall be served by and between the parties at the address mentioned in this Agreement and such notices shall be deemed to have been duly and effectively served if sent to the respective Owners and Developer by registered post or Speed Post with the Acknowledgement Due Card or delivered by hand service at the address mentioned in this Agreement.

10. DISPUTE RESOLUTION

- a. All disputes arising out of or in any way concerning this Agreement shall be mutually and amicably settled by and between the Parties.
- b. If the disputes cannot be amicably or mutually settled between the Parties the disputes shall be referred to the Arbitration to be conducted as per the provisions of The Arbitration And Conciliation Act 1996 along with any modifications or amendment thereto.
- c. Both the parties are entitled to nominate one arbitrator each and the two nominated

arbitrators shall appoint the presiding officer to form the Arbitral Tribunal. The Award given by the Arbitrator shall be binding on both the parties.

- d. The seat of Arbitration shall be Kolkata and the Language of the Arbitration shall be English.

11. AMENDMENT

No modification or amendment of this Development Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by both the parties.

12. JURISDICTION

This Agreement is being entered in Kolkata and the Courts of Kolkata shall have exclusive jurisdiction to entertain and try any matter arising out of or in any way concerning this Agreement.

SCHEDULE I

(1) Land measuring 26.5 (twenty six point five) decimal, more or less, comprised in and being a part of R.S & L.R. Dag No. 3 recorded in R.S. & L.R. Khatian Nos. 2499, 2500, 2501, 2502, 2503, 2504, 2506, 2507 and 2508 (subsequently and presently recorded in R.S. & L.R. Khatian No. 2549, 2550, 2551, 2552, 2553, 2554, 2255, 2556) and (2) Land measuring 16 (sixteen) decimal, more or less, comprised in and being a part of R.S & L.R. Dag No. 4 recorded in R.S. & L.R. Khatian Nos. 2499, 2500, 2501, 2502, 2503, 2504, 2506, 2507 and 2508 (subsequently and presently recorded in R.S. & L.R. Khatian No. 2549, 2550, 2551, 2552, 2553, 2554, 2255, 2556) and (3) Land measuring 23 (twenty three) decimal, more or less, comprised in and being a part of R.S & L.R. Dag No. 5 recorded in R.S. & L.R. Khatian Nos. 2499, 2500, 2501, 2502, 2503, 2504, 2506, 2507 and 2508 (subsequently and presently recorded in R.S. & L.R. Khatian No. 2549, 2550, 2551, 2552, 2553, 2554, 2255, 2556) and (4) Land measuring 12 (twelve) decimal, more or less, comprised in and being a part of R.S & L.R. Dag No. 8 recorded in R.S. & L.R. Khatian Nos. 2499, 2500, 2501, 2502, 2503, 2504, 2506, 2507 and 2508 (subsequently and presently recorded in R.S. & L.R. Khatian No. 2549, 2550, 2551, 2552, 2553, 2554, 2255, 2556) and (5) Land measuring 5 (five) decimal, more or less, comprised in and being a part of R.S & L.R. Dag No. 9 recorded in R.S. & L.R. Khatian Nos. 2499, 2500, 2501, 2502, 2503, 2504, 2506, 2507 and 2508 (subsequently and presently recorded in R.S. & L.R. Khatian No. 2549, 2550, 2551, 2552, 2553, 2554, 2255, 2556) and (6) Land measuring 5 (five) decimal, more or less, comprised in and being a part of R.S & L.R. Dag No. 5 recorded in R.S. & L.R. Khatian Nos. 2499, 2500, 2501, 2502, 2503, 2504, 2506, 2507 and 2508 (subsequently and presently recorded in R.S. & L.R. Khatian No. 2549, 2550, 2551, 2552, 2553, 2554, 2255, 2556) and (7) Land measuring 3 (three) decimal, more or less, comprised in and being a part of R.S & L.R. Dag No. 5 recorded in R.S. & L.R. Khatian Nos. 2499, 2500, 2501, 2502, 2503, 2504, 2506, 2507 and 2508 (subsequently and presently recorded in R.S. & L.R. Khatian No. 2549, 2550, 2551, 2552, 2553, 2554, 2255, 2556), all in Mouza Kumrakhall, J.L. No. 48, Police Station Sonarpur, District South 24 Parganas Totalling to 90.5 (ninety point five) decimal equivalent to 2 Bigha 14 cottah 12 chittak and 1.8 sq. ft., [on physical verification the quantum of land is 71 (seventy one) equivalent to 42 cottah 12 chittak] and butted and bounded as follows:

On the North : By R.S. Dag No. 3(P), R.S. Dag No. 4(P), R. S. Dag No. 8(P) and R. S. Dag No. 9(P)

On the East : By N.S.C. Bose Road

On the South : By R.S. Dag No. 23, R.S. Dag No. 20, R.S. Dag No. 19(P) and R.S. Dag No. 9(P)

On the Weast : By R.S. Dag No. 2 and R.S. Dag No. 1



IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first hereinabove written.

SIGNED AND DELIVERED for and on behalf of the within named Owners in Kolkata in presence of:

1. *जीविदश्री*
145, Sainikar Street
KOL - 700019.
2. *Prady*
Prady Deo
78, Nalini Saran Road
Kolkata, India

SIGNED AND DELIVERED for and on behalf of the within named Developer in Kolkata in presence of:

1. *Shanti*
Sudipta Kumar Ghosh
E-9, School Road
P.O. Sodepur
Kolkata - 700110
2. *Pranab Kumar*
61, Parkside Sumeri
Wilewale TWH

Drafted by:-

[Signature]
Advocate

For Meghna Tradecom Pvt. Ltd.

Apar Datta

Authorized Signatory

For Meghna Projects Pvt. Ltd.

Prasad Ganguly

Authorized Signatory

Adya Township (P) Ltd.

Tanmay Dey

Authorized Signatory

Adya Devan (P) Ltd.

Tanmay Dey

Authorized Signatory

SAMMAN REALTORS (P) LTD.

Apar Datta

Authorized Signatory

Devanshi Infra Projects Pvt. Ltd.

Apar Datta

Authorized Signatory

Shivangi Infra Realty Pvt. Ltd.

Sajin Das



Authorized Signatory

Mahamayatala Residency LLP










Apar Datta
Designated Partner

PADMA COMPLEX PVT. LTD.
Sajin Das
Authorized Signatory

SPECIMEN FORM FOR TEN FINGERPRINTS

PHOTO	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
	Thumb	Fore	Middle	Ring	Little
	(Right Hand)				
 Arpan Dutta					
	(Left Hand)				
					
	(Right Hand)				
 Arvind Kumar					
	(Left Hand)				
					
	(Right Hand)				
 Tanmay Dey					
	(Left Hand)				
					
	(Right Hand)				

SPECIMEN FORM FOR TEN FINGERPRINTS

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



Sigra Das



Manoj Kumar



Government Of West Bengal
Office Of the A.R.A. - I KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 00251 of 2015
(Serial No. 00232 of 2015 and Query No. 1901L000028924 of 2014)

On 10/01/2015

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

Presented for registration at 14.20 hrs on :10/01/2015, at the Private residence by Arpan Dutta , one of the Executants.

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

Execution is admitted on 10/01/2015 by

1. Arpan Dutta
Authorised Signatory, M/s Meghna Tradecom Pvt Ltd, 2nd Floor, 9, Ram Sebak Mullik Lane, Kolkata, Thana:-Burrobazar, District:-Kolkata, WEST BENGAL, India, Pin :-700007.

Authorised Signatory, M/s Samman Realtors Pvt Ltd, 14 F, Swinhoe Street, Kolkata, Thana:-Gariahat, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700019.

Authorised Signatory, M/s Devanshi Infra Projects Pvt Ltd, 14 F, Swinhoe Street, Kolkata, Thana:-Gariahat, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700019.
. By Profession : Others
2. Prosad Ganguly
Authorised Signatory, M/s Meghna Projects Pvt Ltd, 2nd Floor, 9, Ram Sebak Mullik Lane, Kolkata, Thana:-Burrobazar, District:-Kolkata, WEST BENGAL, India, Pin :-700007.
. By Profession : Others
3. Tanmay Dey
Authorised Signatory, M/s Adya Township Pvt Ltd, 74, Lenin Sarani, Kolkata, Thana:-Taltola, District:-Kolkata, WEST BENGAL, India, Pin :-700013.

Authorised Signatory, M/s Adya Devcon Pvt Ltd, 74, Lenin Sarani, Kolkata, Thana:-Taltola, District:-Kolkata, WEST BENGAL, India, Pin :-700013.
. By Profession : Others
4. Sanjoy Das
Authorised Signatory, M/s Padma Complex Pvt Ltd, 2, Row Land Road, Kolkata, Thana:-Bullyingunge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020.

Authorised Signatory, M/s Shivangi Infra Realty Pvt Ltd, 2, Row Land Road, Kolkata, Thana:-Bullyingunge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020.
. By Profession : Others
5. Anant Nathany
Partner, Mahamayatala Residency L L P, 14 F, Swinhoe Street, Kolkata, Thana:-Gariahat, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700019.
. By Profession : Others

Identified By Anita Patra, wife of Sibdas Patra, 4, K. S. Roy Road, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, Pin :-700001 By Caste: Hindu, By Profession: Service.

AD
OF ASSURANCE - I OF KOLKATA
13 JAN 2015

(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-1 OF KOLKATA
EndorsementPage 1 of 2

13/01/2015 12:04:00



Government Of West Bengal
Office Of the A.R.A. - I KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 00251 of 2015
(Serial No. 00232 of 2015 and Query No. 1901L000028924 of 2014)

(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

On 13/01/2015

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 : 5, 5(f) of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 101.00/-, on 13/01/2015

(Under Article : ,E = 21/- ,I = 55/- ,M(a) = 21/- ,M(b) = 4/- on 13/01/2015)

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.-3,04,54,520/-

• Certified that the required stamp duty of this document is Rs. - 75020 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty

1. Rs. 40000/- is paid , by the draft number 683594, Draft Date 06/01/2015, Bank : State Bank of India, BALLYGUNGE, received on 13/01/2015
2. Rs. 35020/- is paid , by the draft number 683595, Draft Date 06/01/2015, Bank : State Bank of India, BALLYGUNGE, received on 13/01/2015

(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

13/01/2015 12:04:00

EndorsementPage 2 of 2

DEVELOPMENT AGREEMENT

DATED DAY OF , 2014
BY AND BETWEEN

M/s. Meghna Tradecom Private Limited
& Others.
(Owners)
&

Mahamayatala Residency LLP
(Developer)

Prepared by:



S.K. SINGHI & CO.
ADVOCATES

RAJA CHAMBERS

4, Kiran Shankar Roy Road
1st Floor, Kolkata-700 001

Ph.: 033-2231-8652; (M) 9748035250

E-mail: surendra.singhi@sksinghiandco.com

Website: www.sksinghiandco.com

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 1
Page from 5219 to 5247
being No 00261 for the year 2015.



M2
(Dinabandhu Roy) 15-January-2015
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
Office of the A.R.A. - I KOLKATA
West Bengal