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certified that the document is submitted to registration, the signature sheets and the endorsement sheets attached with this document are part of this document

**THIS DEVELOPMENT AGREEMENT** made this 05<sup>th</sup> day of NOVEMBER Two Thousand Fifteen **BETWEEN** **DIPIKA BANERJEE**, having **PAN AEGPB3010D**, wife of Tapan Banerjee, residing at P-32, Arcadia Extension, Post Office and Police Station Behala, Kolkata 700 034, hereinafter referred to as the **OWNER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **ONE PART AND PS VINAYAK COMPLEX LLP**, having **LLPIN AAD-6375**, having

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Registration Act 1908  
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Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 DE GAZI  
 District Court

H. SANDAK  
 Advocate  
 Baripur Civil & Criminal Court

Signature of H. Sandak

Retur yet..



V.C.T.1  
No. 3943

**PS VINAYAK COMPLEX LLP**  
 Retur yet..  
 Partner / Authorised Signatory

I hereby certify that the above mentioned document is a true and correct copy of the original document as presented to me for registration.



V.C.T.1  
No. 3944



Signature  
**DIPIKA BANERJEE.**

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Priyanka Ghosh  
 W/o. A. Ghosh  
 122/1R, SAM Sarani  
 PS Tollygunje  
 Kolkata - 700026

**PAN AARFPO290N**, a limited liability partnership, having its registered office at 122/1R, Satyendra Nath Majumder Sarani, Kolkata 700 026, resented by its designated partner KYAL DEVELOPERS PRIVATE LIMITED, having CIN U70109WB1995PTC076151, having PAN AABCK3070E, a company incorporated under the Companies Act, 1956, having its registered office at premises No.122/1R, Satyendra Nath Majumder Sarani, Post Office and Police Station Tollygunje, Kolkata 700 026, represented by its Director **MR. RAHUL KYAL**, having PAN AGHPK1359F, son of Balkrishan Kyal, residing at 30C, South End Park, Police Station Lake, Kolkata 700 029, hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, successors-in-interest and assigns) of the **OTHER PART**.

**WHEREAS :**

- A) One Pran Krishna Mondal was seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 68 (Sixty Eight) decimal, be the same a little more or less, lying situate at Mouza Daulatpur, J.L. No. 79, R.S./L.R. Dag No. 30, R.S. Khatian No. 181, Police Station Bishnupur, within Kulerdari Gram Panchayet, District the then 24 Parganas (hereinafter referred to as the **said entire land**).
- B) The said Pran Krishna Mondal who during his life time was a Hindu governed by the Dayabhaga School of Hindu Law died intestate, leaving behind him surviving his only daughter namely, Smt. Lakshmoni Naskar as his heiress and legal representative, who upon his death became entitled to All That the said entire land.
- C) The said Smt. Lakshmoni Naskar who during her life time was a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving behind her surviving her 3 (three) sons namely, Sudarshan Chandra Naskar, Subaram Chandra Naskar and Sachindra Nath Naskar as her heirs and legal representatives (hereinafter collectively referred to as the **Legal Heirs of Late Lakshmoni Naskar**), who upon her death became jointly entitled to All That the said entire land.
- D) The Legal Heirs of Late Lakshmoni Naskar have duly recorded their names in respect of said entire land in the records of Block Land and Land Reforms Office at Bishnupur-I under L.R. Khatian Nos.1898, 1911 and 1687.
- E) By a Bengali Kobala (Deed of Conveyance) dated the 18<sup>th</sup> Ashad, 1399 corresponding to 3<sup>rd</sup> July,1992, made between the said Legal Heirs of Late Lakshmoni Naskar therein referred to as the Vendors of the one part and one Gobinda Purkait therein referred to as the Purchaser of the other part and registered at the Office of the Sub-Registrar, Bishnupur, South 24-Parganas, in Book No.I, Volume No.45, Pages 119 to 122, Being No.4243 for the year 1992, the Vendors therein for the consideration therein mentioned, jointly



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granted transferred conveyed assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 34 (thirty four) decimal, be the same a little more or less, out of the said entire land (hereinafter referred to as the **first part of the said entire land**).

F) By a Bengali Kobala (Deed of Conveyance) dated the 4<sup>th</sup> Jaistha, 1408 corresponding to 18<sup>th</sup> May, 2001, made between the said Legal Heirs of Late Lakshmoni Naskar therein referred to as the Vendors of the one part and one Sasthi Purkait, Rampada Purkait, Shyamapada Purkait, Bishnupada Purkait and Krishna Pada Purkait therein collectively referred to as the Purchasers of the other part and registered at the Office of the Additional District Sub-Registrar, Bishnupur, South 24 Parganas, in Book No.I, Volume No.14, Pages 427 to 432, Being No.1156 for the year 2003, the Vendors therein for the consideration therein mentioned, jointly granted transferred conveyed assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 34 (thirty four) decimal, be the same a little more or less, out of the said entire land (hereinafter referred to as the **second part of said entire land**).

G) By an Indenture of Conveyance dated 18<sup>th</sup> day of February, 2003, made between the said Sasthi Purkait, Rampada Purkait, Shyamapada Purkait, Bishnupada Purkait and Krishna Pada Purkait therein collectively referred to as the Vendors of the one part and one Ashutosh Mukhopadhyay therein referred to as the Purchaser of the other part and the Vendor herein and registered at the Office of the Additional District Sub-Registrar, Bishnupur, 24-Parganas (S), in Book No. 1, Volume No. 45, Pages 193 to 204, Being No.3793 for the year 2003, the Vendors therein for the consideration therein mentioned, jointly granted transferred conveyed assigned and assured unto and in favour of the Purchaser therein All That the said second part of said entire land.

H) By a Deed of Conveyance dated 8<sup>th</sup> day of December, 2003, made between the said Gobinda Purkait therein referred to as the Vendor of the one part and the said Ashutosh Mukhopadhyay therein referred to as the Purchaser of the other part and registered at the Office of the Additional District Sub-Registrar, Bishnupur, in Book No. I, Being No.4419 for the year 2003, the Vendor therein for the consideration therein mentioned, granted transferred conveyed assigned and assured unto and in favour of the Purchaser therein All That the first part of the said entire land.

I) Thus the said Ashutosh Mukhopadhyay became seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the said entire land being land containing an area of 68 (sixty eight) decimal be the same a little more or less, (comprising of the First part of said entire land and Second part of said entire land) situate lying at Mouza Daulatpur, J.L. No. 79, R.S./L.R. Dag No.30, Police Station Bishnupur, within Kulerdari *Gram Panchayet*, in the District of South 24-Parganas.



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J) By a Deed of Conveyance dated 1<sup>st</sup> day of July, 2004, made between the said Ashutosh Mukhopadhyay therein referred to as the Vendor of the one part and one Dipika Banerjee therein referred to as the Purchaser of the other part and the Owner herein and registered at the Office of the Additional District Sub-Registrar, Bishnupur, South 24 Parganas, in Book No. I, Volume No.37, Pages 69 to 80, being Deed No.2514 for the year 2004, the Vendor therein for the consideration therein mentioned, granted transferred conveyed assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 2 Cottahs 8 Chittacks equivalent to 4.125 decimals, be the same a little more or less, out of the said entire land morefully and particularly described in the Schedule thereunder written as also the **First Schedule** hereunder written.

K) Thus the Owner herein is now seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 2 Cottahs 8 Chittacks equivalent to 4.125 decimals, be the same a little more or less, lying situate at Mouza Daulatpur, J.L. No.79, R.S. and L.R. Dag No.30, Police Station Bishnupur, District South 24 Parganas (hereinafter referred to as the **said land**).

L) The Owner and the Developer have negotiated and arrived at an agreement to develop the said land for mutual benefit.

M) The parties intend to record the said agreement in writing.

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

1. **DEFINITIONS :**

Unless in this agreement there be something contrary or repugnant to the subject or context, the following words shall have the following meanings :-

**ADVOCATE** – shall mean **VICTOR MOSES & CO.**, Solicitors & Advocates, Temple Chambers, 6, Old Post Office Street, Kolkata – 700 001.

**ARCHITECT** – shall mean such person or persons who may be appointed by the Developer as the Architect for the Complex.

**ASSOCIATION** – shall mean any company to be incorporated under the Companies Act, 2013, or any Association formed and registered under the West Bengal Ownership Act 1972 or a Committee as may be formed by the Developer for the maintenance of the common parts and portions of the project having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained



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**CAR PARKING SPACE** – shall mean all the spaces in the portions at the basement or ground floor level, whether open or covered, of the Complex expressed or intended to be reserved for parking of motor cars.

**COMMON AREAS, FACILITIES AND AMENITIES** – shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, roofs of the buildings excluding the signage and other spaces to be reserved by the Developer, overhead water tank, water pump and motor, drive-ways, common lavatories, Generator, transformer, Effluent Treatment Plant, Fire Fighting systems, rain water harvesting areas and other facilities in the Complex, which may be decided by the Developer and provided by the Developer, and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Complex as are mentioned in the **Second Schedule** hereunder written.

**COMMON EXPENSES**– shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the transferees and all other expenses for the Common Purpose including those mentioned in the **Third Schedule** hereunder written to be contributed, borne, paid and shared by the transferees. Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-charge.

**COMMON PURPOSES** – shall mean and include the purpose of managing, maintaining and up keeping the Complex as a whole in particular the Common Areas, Facilities and Amenities, rendition of common services in common to the transferees and/or the occupants in any other capacity, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Facilities and Amenities in common.

**COMPLETION NOTICE** – shall mean the notice contemplated in clause 8.6 below.

**COMPLEX** – shall mean the building Complex with open areas to be constructed, erected and completed by the Developer in terms of this Agreement and the Plan.

**DATE OF COMMENCEMENT OF LIABILITY** – shall mean the date on which Owners/transferees of the units take actual physical possession of their allocation after fulfilling all their liabilities and obligations in terms hereof or the date next after expiry of the Completion Notice irrespective of whether Owners/transferees of the units take actual physical possession or not, whichever is earlier.



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**DEVELOPER'S ALLOCATION** – shall mean 72% (seventy two percent) of the built-up constructed area of the new buildings attributable to the said land to comprise in various flats, units, apartments, and/or constructed spaces of the buildings to be constructed on the said land **TOGETHER WITH** the share in the same proportion in car parking spaces (open and covered) **AND TOGETHER WITH** the undivided proportionate impartible part or share attributable to the said land **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities.

**DEVELOPMENT RIGHTS** - shall mean, in addition to what has been provided for elsewhere in this Agreement, the entire development rights of the Project on the said land and shall include (but not be limited to), *inter alia*, the right, power, entitlement, authority, sanction and permission to:

- (a) enter upon and take possession and control of the said Land and every part thereof for the purpose of developing the Complex as stated hereinafter;
- (b) exercise full, free, uninterrupted, exclusive and irrevocable marketing rights in respect of the saleable areas of the Project by way of sale, have exclusive control with respect to the pricing of the saleable area and enter into agreements with such transferees as it deems fit and on such marketing, to receive the full and complete proceeds as per the terms herein and give receipts and hand over possession, use or occupation of the saleable area and proportionate undivided interest in the land underneath;
- (c) carry out the construction/development of the Project and to remain in control of peaceful enjoyment of the said Land or any part thereof until the completion of development of the Project and marketing of the saleable area and every part thereof;
- (d) apply for and obtain from the relevant authorities all Approvals for development and construction of the Project that are required to be obtained by the Developer in terms of this Agreement;
- (e) appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development work and to pay the wages, remuneration and salary of such persons;
- (f) make payment and/or receive the refund of all deposits, or other charges to and from all public or Governmental Authorities or public or private utilities relating to the development of the said land paid by the Developer;



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(g) make applications to the concerned Governmental Authority or semi-governmental authority in respect of, and carry out, all the infrastructure work, including water storage facilities, water mains, sewerages, storm water drains, boundary walls, electrical substation and all other common areas and facilities for the proposed project to be constructed on the said land as may be required for any Approval, layout plan, or order of any Governmental Authority or semi-governmental authority and to acquire relevant Approvals for obtaining water and electricity connections and Approvals for cement, steel and other building materials, if any as the Developer deems fit;

(h) deal with, appear before and file applications, declarations, certificates and submit/ receive information with, as may be required under the Applicable Law, any Governmental Authority in relation to the Project necessary for the full, free, uninterrupted and exclusive development of the said land and construction of buildings on the said land;

(i) carry out and comply with all the conditions contained in the Approvals as may be obtained from time to time;

(j) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with all the marketing, or selling of the saleable area as envisaged herein;

(k) manage the said land and facilities / common areas constructed upon the said land and / or to transfer/ assign right to maintenance to any third party and to retain all benefits, consideration etc. accruing from such maintenance of the Project;

(l) take appropriate actions, steps and seek compliances, Approvals and exemptions under the provisions of the Applicable Law,

(m) demarcate the common areas and facilities in the Project in the sole discretion of the Developer, as per the lay out plan and applicable law and to file and register all requisite deeds and documents under the West Bengal Apartments Ownership Act, 1972 with the competent authority;

(n) generally any and all other acts, deeds and things that may be required for the exercise of the Development Rights,

**FORCE MAJEURE** - shall mean and include an event preventing either Party from performing any or all of its obligations under this Indenture, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented



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and does not arise out of a breach by such Party of any of its obligations under this agreement, including, flood, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, civil or criminal litigation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any relevant Government or Court orders.

**MAINTENANCE-IN-CHARGE** - shall mean and include such agency or any outside agency to be appointed by the Developer for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

**NEW BUILDINGS** - shall mean the new buildings in the Complex to be constructed, erected and completed in accordance with the Plan on the said land.

**OWNER'S ALLOCATION** - shall mean 28% (twenty eight percent) of the built-up constructed area of the new buildings attributable to the said land to comprise in various flats, units, apartments, and/or constructed spaces of the buildings to be constructed on the said land **TOGETHER WITH** the share in the same proportion in car parking spaces (open and covered) **AND TOGETHER WITH** the undivided proportionate impartible part or share attributable to the said land **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities.

**PLAN** - shall mean the plan to be sanctioned by South 24 Parganas Zilla Parishad or any other sanctioning authority as the case may be Together With all modifications and/or alterations thereto and/or revisions thereof from time to time made or to be made by the Developer either under advice or on the recommendation of the Architect and agreed upon between the parties from time to time and approved by the sanctioning authorities.

**SAID LAND** - shall mean All That the piece and parcel of land containing an area of 2 Cottahs 8 Chittacks equivalent to 4,125 decimals, be the same a little more or less, lying situate at Mouza Daulatpur, J.L. No.79, R.S. and L.R. Dag No.30, under L.R. Khatian No.2903, Police Station Bishnupur, within Kulerdari Gram Panchayet in the District South 24-Parganas more fully and particularly mentioned and described in of the **First Schedule** hereunder written.

**SAID SHARE** - shall mean the undivided proportionate indivisible part or share in the said land attributable to either party's allocation as in the context would become applicable.



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**SPECIFICATION** – shall mean the specification for the said Complex as would be determined by the Developer subject to the alterations or modifications as may be suggested or approved by the Architect.

**TITLE DEEDS** – shall mean the documents of title of the Owner in respect of the said land.

**TRANSFER** – with its grammatical variations shall include transfer by possession and by other means adopted for effecting what is understood as a transfer of space in multi-storied building to the transferees thereof as per law.

**TRANSFeree/PURCHASER** – according to the context shall mean all the prospective or actual transferees who would agree to acquire or take on rent or lease or shall have acquired or taken on rent or lease any Unit in the Complex and for all unsold Unit and/or Units in the Owner's allocation shall mean the Owner and for all unsold Unit and/or Units in the Developer's Allocation shall mean the Developer.

## 2. INTERPRETATION:

In this agreement save and except as otherwise expressly provided –

- i) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.
- ii) the division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.
- iii) when calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
- iv) all references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.
- v) the words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or section thereof.
- vi) Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension



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or enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, terms or direction any time issued under it.

- vii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novated.

### 3. **OWNER'S REPRESENTATIONS:**

3.1 The Owner has represented and warranted to the Developer as follows:-

(a) The Owner is seized and possessed of and well and sufficiently entitled to the land described in the First Schedule hereunder written. No person other than the Owner has any right, title and/or interest, of any nature whatsoever in the said land or any part thereof.

(b) The Owner categorically state that he has clear marketable title on the said land and after independent investigation of title the Developer is satisfied with the title of the said land and has entered into this agreement. The Owner shall however provide any further document or documents as may be required from time to time at their costs and responsibility.

(c) The Owner shall not do any act deed matter or thing which may affect the development, construction and marketability of the said complex or which may cause charge, encroachments, litigations, trusts, liens, lispensens, attachments and liabilities on the said land or any part thereof or the said complex.

(d) The said land or any part thereof is, so far as the Owner is aware of, not affected by any requisition or acquisition or alignment of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings has been received or come to the notice of the Owner and the said land or any part thereof is not attached and/or liable to be attached under any decree or order of any Court of Law or dues of the Income Tax, Revenue or any other Public Demand.

(e) No suit and/or any other proceedings and/or litigations is pending against the Owner or in respect of the said land hereinafter written or any part thereof and that the said land or any part thereof is not involved in any civil, criminal or arbitration proceedings and no such proceedings and no claims of any nature (whether relating to, directly or indirectly) is pending or threatened by or against the Owner in respect of the said land or any part thereof.



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(f) The Owner has full right, power and authority to enter into this Agreement.

(g) The Owner has not done and shall not do nor permit to be done, anything whatsoever that would in any way impair, hinder and/or restrict the sole and exclusive appointment of and grant of rights to the Developer under this Agreement to develop the said land.

(h) There is no dispute with any revenue or other financial department of State or Central Government or elsewhere in relation to the affairs of the said land and there are no facts, which may give rise to any such dispute.

4. **DEVELOPER'S REPRESENTATION:**

4.1 The Developer has represented and warranted to the Owner that the Developer is carrying on business of construction and development of real estate and have sufficient infrastructure and expertise in this field.

5. **COMMENCEMENT:**

5.1 This Agreement commences and shall be deemed to have come in force on and with effect from the date of execution, mentioned above (commencement date) and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed or till this Agreement is terminated in the manner stated in this Agreement.

6. **AUTHORITY TO ENTER:**

6.1 Simultaneously with the execution of this agreement, the Owner has, in part performance hereof, allowed the Developer exclusive and free licence to enter the said land as a Developer for carrying out the works for development. Nothing herein contained shall be construed as possession by the Owner to the Developer under section 53A of the Transfer of Property Act.

7. **STEPS FOR DEVELOPMENT OF THE SAID LAND:**

7.1 The Parties have mutually decided the scope of the Project, that is, the development of the said land by construction of the Complex thereon, and commercial exploitation of the same. The Developer shall construct or cause to be constructed the Complex at its own costs and expenses.

7.2 The Parties hereby accept the Basic Understanding between them as recorded above and all other terms and conditions mentioned in this Agreement.



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- 7.3 In consideration of the Developer agreeing to construct and complete the Complex as per agreed specification, the Owner agrees to transfer the proportionate, undivided and impartible share in the said Land in favour of the Developer or the transferees/intending purchasers as to be attributable to the allocation of the Developer, comprising of flats/saleable area in the Complex.
- 7.4 By virtue of theses presents, the Owner doth hereby grant all the Development Rights and the Developer is irrevocably authorized to build upon and exploit commercially the said land by (1) constructing the New Building(s)/Complex, (2) dealing with the spaces in the New Building(s)/Complex together with transfer of the undivided proportionate and impartible share in the said land in favour of the transferees /intending purchasers.
- 7.5 The Development Rights granted herein include the exclusive right, authority and authorization to the Developer to:
- a) hold, occupy, enter upon and use the said Land for the purpose of development only by constructing Buildings thereat at its own cost and expense and such other development and construction therein or thereon as may be necessary or appropriate;
  - b) appoint architects, consultants, contractors, sub-contractors or agents and enter into agreements for implementing the development and making available the various facilities;
  - c) establish, provide or procure, install, construct, as the context admits or requires, and operate the facilities;
  - d) prepare the plan at Developer's own costs and expenses for the Complex by the Architect and subject to the permissions being obtained, the same shall be submitted for sanction to the South 24-Parganas Zila Parishad and/or the Planning Authorities in the name of the Owner by the Developer and if necessary the Developer shall sign the same on behalf of and/or as the constituted attorney of the Owner.
- 7.6 The Developer at its own cost and with the assistance of the Owner and on behalf of the Owner shall apply and obtain mutation and conversion of the said land from the Block Land & Land Reforms Officer, Bishnupur I. If any "no objection" is required to be obtained from the Competent Authority under the Urban Land (Ceiling & Regulations) Act, 1976, the Owner shall obtain it at his cost and expenses.
- 7.7 All other permissions, approvals, sanctions, modification, no-objections and other statutory formalities for sanction of plan would be obtained by the Developer at its own cost and expenses.



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- 7.8 The Owner shall, however, sign and execute all papers, documents, plans, declarations, affidavits and other documentations whatever required for such sanction and construction as and when required by the Developer without any objection and within 7 (seven) days of the request being made and the documents being made available to the Owner. In addition to the aforesaid, the Owner shall sign, execute and register a General Power of Attorney authorizing the Developer or its officer(s)/representative(s) to do, act and perform all or any of the obligations as mentioned above.
- 7.9 After the sanction of the Plan, the Developer shall inform the Owner and the Owner shall have the preference to choose the Owner's allocation.
- 7.10 On sanction of the Plan, the parties shall execute a formal instrument of demarcation of their respective allocations in the Complex.
8. **CONSTRUCTION AND COMMERCIAL EXPLOITATION OF NEW BUILDINGS:**
- 8.1 The Owner hereby authorize the Developer to appoint the Architects and other consultants to complete the Project. All costs charges and expenses in this regard including professional fees and supervision charges shall be discharged and paid by the Developer and in this regard the Owner shall have no liability or responsibility.
- 8.2 The Developer shall, at its own costs and expenses and without creating any financial or other liability (save and except agreed hereunder) on the Owner construct, erect and complete the Complex in pursuant to the final plans to be sanctioned by sanctioning authorities and as per the specifications as would be determined by the Developer and/or as be recommended by the Architects from time to time (collectively **Specifications**). The decision of the Architects regarding measurement of area constructed and all aspects of construction including the quality of materials shall be final and binding on the Parties.
- 8.3. The Developer at its own cost and expenses shall be entitled to construct and erect the boundary wall around the said Land.
- 8.4 The Developer shall start the foundation work i.e. commencement of work of the Complex at site within 2 (two) months from the date of receiving the final sanction of plans and other approvals from Government Authorities which are required for commencement of the construction, whichever event shall happen later (commencement of construction) subject to Force Majeure.
- 8.5 The Developer shall complete the Complex according to the sanction plan within 5 (five) years from the date of receiving the final sanction of



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plans with a grace period of 1 (one) year, both subject to force majeure (Completion Period).

- 8.6 On completion of the New Building the Developer shall serve a notice of completion/possession of the Owner's allocation to the Owner. The certificate of the Architect as to the completion of the Complex or a Building thereat shall be final in this regard. On receipt of such notice the Owner shall be entitled to take possession of the Owner's allocation.
- 8.7 The Developer shall at its own costs install and erect in the Complex, pump, water storage tanks, overhead reservoirs, water and sewage connection and all other necessary amenities.
- 8.8 The Developer shall be authorized in the name of the Owner, to apply for and obtain temporary connections of water, electricity, drainage, sewerage and other necessary utilities.
- 8.9 The Developer shall be obliged to obtain completion certificate of the South 24-Parganas Zila Parishad and/or the Planning Authorities by completing the Complex or phase wise in all respects.
- 8.10 The Developer shall be entitled to place sign board at the said Land immediately upon execution of this agreement.

9. **POWERS AND AUTHORITIES:**

- 9.1 To enable the Developer to specifically perform its obligations arising out of this Agreement, the Owner hereby nominate, constitute and appoint the Developer to be the true and lawful attorneys of the Owner, to do, execute and perform all or any of the following acts, deeds, matters and things with respect to the said land :
  - (a) To obtain permission or approval from the Planning Authorities and other authorities as may be required for the development and construction of the New Buildings in accordance with this Agreement and for that purpose to sign such applications, papers, writings, undertakings, appeals, etc., as may be required.
  - (b) To enter upon the said land mentioned with men and material as may be required for the purpose of development work and erect the New Buildings as per the Building Plans to be sanctioned.
  - (c) To appoint architects, contractors, sub-contractors consultants, and surveyors as may be required and to supervise the development and construction work of the New Buildings on the said land.



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- (d) To apply for modifications of the Building Plans from time to time as may be required with written consent of the Owner.
- (e) To apply for obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owner and required for the construction of the New Buildings but in no circumstances the Owner shall be responsible for the price/value, storage and quality of the building materials.
- (f) To approach the concerned authorities for the purpose of obtaining permissions and service connections including water, sewerage and electricity for carrying out and completing the development of the said land.
- (g) To make deposits with the Planning Authorities and other authorities for the purpose of carrying out the development work and construction of the New Buildings on the said land and to claim refunds of such deposits and to give valid and effectual receipt and discharge on behalf of the Owner in connection therewith.
- (h) After completion of the construction of the New Buildings or any Phase, to apply for and obtain occupation and completion certificate in respect thereof or parts thereof from the Planning Authorities.
- (i) To enter into agreements for sale/lease/rent of the Developer's Allocation alongwith or without the corresponding undivided share in the said land or part thereof, on such terms and conditions as the Developer may think fit and proper. But the delivery of possession of the said Developer's allocation cannot be made prior to handing over the Owner's allocation.
- (j) To accept any service of writ of summons or other legal process on behalf of and in the name of the Owner and to appear in any court or authority as the Developer deem appropriate and to commence, prosecute and/or defend any action or legal proceedings relating to development of the said land and not relating to the title of the Owner (which shall be the responsibility of the Owner) in any court or before any authority as the Developer may think fit and proper and for such purpose to appoint any Solicitor, Advocate, Lawyer in the name and on behalf of the Owner or in the name of the Developer and pay the costs, expenses, fee and other outgoings. Further to depose in the court of law or authority, sign vakalatnama, sign and verify the plaint, written statement, affidavits, petitions, applications, appeals etc., and any other



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document or documents in furtherance of the said objective. Provided always that this authority shall be available to and exercised by the Developer strictly only in cases where such litigation would touch or concern the instant development project. All these are to be done with the written consent of the Owner.

- (k) To do and perform all acts, deeds, matters and things necessary for all or any of the purposes aforesaid and for giving full effect to the powers and authorities herein before contained, as fully and effectually as the Owner could do in person.

- 9.2 The Owner hereby ratify and confirm, and agree to ratify and confirm all acts, deeds and things lawfully done in the interest of the project by the Developer and persons nominated by the Developer in pursuance of the powers and authorities granted as aforesaid.

#### 10. **TITLE DEEDS**

The original documents of title in respect of the said land shall be deposited with Victor Moses & Co., Solicitors & Advocates of No. 6, Old Post Office Street, Kolkata-700001, as trustee for holding the same for the benefit of both the Parties and the same shall remain in their custody till the completion of the sale of the entire Project. The original title deeds shall be made over by Victor Moses & Co. to the Association to be formed by the Developer for its safe custody.

#### 11. **DEPOSITS AND FINANCIALS:**

- 11.1 The Developer shall keep deposited with the Owner an aggregate sum of Rs.20,000/- (Rupees Twenty Thousand only) as interest free refundable/adjustable security deposit (hereinafter referred to **Deposit Amount**) which the Owner hereby as well as in the Memo of Consideration below, written admit and acknowledge.
- 11.2 The Owner shall refund the said Deposit Amount to the Developer at the time of handing over the possession of the Owner's Allocation.
- 11.3 The Owner or his respective transferee/s, as the case may be, shall pay or deposit the extras and deposits for the Owner's Allocation as applicable for the entire Project to the Developer.

#### 12. **DEALING WITH SPACES IN THE NEW BUILDINGS:**

- 12.1 All the spaces of Developer's Allocation in the new buildings will be marketed by the Developer through marketing agency, to be appointed by the Developer.



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- 12.2 The Developer and/or the marketing agency shall determine the first basic price for sale or disposal of the spaces in the new building/s to be constructed by the Developer on the said land keeping in view the economics and market response of the project.
- 12.3 The Developer shall also make over possession of the Owner's Allocation or so much thereof as would be ready for possession.
- 12.4 After handing over or receiving the possession of the Owner's Allocation to the Owner and/or their nominee/s, the Developer and the Owner shall execute and register with the appropriate registering authorities Deeds of Conveyance or other document for transferring the saleable space of the Developer's Allocation in the New Buildings as aforesaid unto and in favour of the intending purchasers/transferees and the cost for stamp duty and registration charges in respect thereof shall be borne by the intending purchasers/transferees as the case may be.
- 12.5 The Developer and the Owner shall be entitled to agree to transfer or demise their respective allocations or any portion thereof and other remaining area of whatsoever nature of the New Buildings on the said land separately and if for any reason whatsoever the same or any part thereof is agreed to be transferred jointly then the parties hereto shall join in such deed accordingly.
- 12.6 In the event the Developer extends the project by acquiring additional land and develop the same by constructing and erecting building thereat then the Owner shall not have any right title and interest over and in respect of extended part of the project to be constructed by the Developer upon the additional land.
- 12.7 It is agreed and recorded that all Agreements, Deeds of Conveyance or any other papers and documents in respect of the transfer of any areas in the New Buildings on the said land shall maintain uniformity in respect of the restrictions, stipulations, covenants, terms and condition for the use and occupation thereof together with amenities and facilities therein as are stipulated in this agreement and the parties hereby undertake to each other that neither of them shall deviate from such restrictions stipulations, covenants, terms and conditions.

13. **MUNICIPAL TAXES AND OUTGOINGS:**

- 13.1 All Municipal or Panchayet rates and taxes or land revenue and outgoings on the said land relating to the period prior to the date of execution of this Agreement shall be borne, paid and discharged by the Owner and such dues shall be borne and paid by the Owner as and when called upon by the Developer, without raising any objection thereto.



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13.2 As from the date of execution of this Agreement, the Developer shall pay the property taxes as also other outgoings in respect of the said land or so much thereof which would be under construction till such time the New Buildings are ready for occupation and till the expiry of the notice of possession, after which, the Parties and/or their respective transferees or nominees shall become liable and responsible for payment of property taxes and all other outgoings (collectively Rates) in the ratio of their respective allocations.

14. **POST COMPLETION MAINTENANCE:**

14.1 On and from the date of expiry of the period to be specified in the written notice to be given by Developer to the Owner under clause 8.6 above (Possession Date), the Parties shall become liable and responsible for the payments of Rates and taxes in the ratio of their respective allocations irrespective of the fact whether actual physical possession was taken or not.

14.2 After the possession of their respective allocations is taken over by the Owner and the Developer, the Owner shall be responsible and hereby agree and undertake to pay and bear all rates, taxes, maintenance charges and outgoings in respect of the Owner's allocation and similarly the Developer shall be responsible and hereby agrees and undertakes to pay and bear all rates taxes maintenance charges and other outgoings in respect of the Developer's allocation. As from the date of possession of the respective allocations, the parties hereto shall also be responsible to pay and bear the maintenance and service charges for the common areas and facilities in the New Building on the said land in proportion to their respective allocations.

14.3 The Parties and respective nominees/transferees shall punctually and regularly pay the Rates and taxes for their respective allocations to the concerned authorities and the parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequent upon a default by the other or others.

14.4 The Developer shall be responsible for the management, maintenance and administration of the Complex or at its discretion appoint an agency to do the same. The Owner hereby agree to abide by all the rules and regulations to be framed for the management of the affairs of the Complex.

14.5 The Developer or the Agency to be appointed shall manage and maintain the Common Portions and services of the Complex and shall collect the



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costs and service charge therefor (Maintenance in Charge). It is clarified that the Maintenance in Charge shall include premium for the insurance of the Complex, tax for water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments.

15. **COMMON RESTRICTIONS:**

- 15.1 The Complex shall be subject to the restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the New Buildings.
- 15.2 For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, all occupants of the New Buildings shall permit the agency to be appointed as per clause 13.5, with or without workmen, at all reasonable time, to enter into and upon the concerned space and every part thereof.
- 15.3 It is agreed between the parties that the Developer shall frame a scheme for the management and administration of the Complex and all the occupiers of the Complex shall perpetually in succession abide by all the rules and regulations to be framed in connection with the management of the affairs of the Complex.

16. **OBLIGATIONS OF THE DEVELOPER:**

- 16.1 Execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies.
- 16.2 The Developer shall be responsible for planning, designing development and construction of the New Buildings with the help of professional bodies, contractors, etc.
- 16.3 The Developer has assured the Owner that it shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits as mentioned hereinbefore under clause no.8.5 above.
- 16.4 The Developer shall construct the New Buildings at its own cost and responsibility. The Developer shall alone be responsible and liable to Government, Municipality and other authorities concerned as also to all the labourers, staff and employees engaged by it and shall alone be liable for any loss or for any claim arising from such construction and



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shall indemnify Owner against any claims, loss or damages for any default or failure or breach on the part of the Developer.

- 16.5 All tax liabilities in relation to the construction of both Owner's and Developer's allocation in the proposed building, namely sales tax, works contract tax and other dues shall be paid by the Developer subject to the condition that all statutory levies including VAT, Service Tax, Works Contract Tax and any other taxes as may be applicable for the Owner's Allocation in terms of the Agreement shall be entirely on account of the Owner as may be applicable in accordance to the law.
- 16.6 The Developer hereby agrees and covenants with the Owner not to transfer and/or assign the benefits of this agreement or any portion thereof with respect to the said land without the consent in writing of the Owner first obtained.
- 16.7 The Developer hereby agrees and covenants with the Owner not to violate or contravene any of the provisions of the laws and rules applicable to construction of the New Buildings.

17. **OBLIGATIONS OF OWNER:**

- 17.1 The Owner undertakes to fully co-operate with the Developer for development of the said land.
- 17.2 The Owner undertakes to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Complex can be successfully completed.
- 17.3 The Owner shall provide the Developer with any and all documentation and information relating to the said land as available and may be required by the Developer from time to time.
- 17.4 The Owner shall not do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- 17.5 The Owner hereby covenants not to cause any interference or hindrance in the construction of the Complex.
- 17.6 The Owner hereby covenants not to transfer, grant lease, mortgage and/or charge the said land or any portions thereof, during the period of construction.
- 17.7 The Owner hereby agrees and covenants with the Developer not to do any act deed or thing whereby the Developer is prevented from developing, constructing, completing, selling, assigning and/or disposing



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of any part or portion of the constructed area or saleable area of the said land, apart from the Owner's allocation.

18. **INDEMNITY:**

- 18.1 The Developer shall indemnify and keep the Owner safe, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner in relation to the construction of the New Buildings on the said land and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's contractors, employees or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.
- 18.2 The Owner takes the liability to rectify any defect, if any, in title of the said land and indemnifies the Developer against any successful claim on this respect.

19. **MISCELLANEOUS:**

- 19.1 The Owner and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 19.2 Nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 19.3 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 19.4 It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need assistance of the Owner. Further, various applications and other documents may be required to be signed or made by Owner relating to which specific provisions may not have been mentioned herein. The Owner hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owner also undertake to sign and execute all additional applications and other documents, provided that all such acts, deeds matters and things do not in any way infringe on the rights of the Owner and/or go against the spirit of this Agreement.



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- 19.5 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 19.6 The Developer will be entitled to seek financing of the Project (Project Finance) by a Bank/Financial Institution (Banker). Such Project Finance can be secured on the strength of the security of the Developer's allocation in the said Land and the construction work-in-progress/receivables to the extent pertaining to the Developer's Allocation only. For this purpose, the Owner shall execute necessary documents through its delegated authority or General Power of Attorney in favour of the Developer and the Owner may join as consenting party (if required by the funding institution) to create a charge on the Developer's allocation in the said Land and the construction work-in-progress/receivables to the extent pertaining to the Developer's Allocation in favour of Banks or Financial Institutions or any other institution(s) for availing such loan facility. Under no circumstances no charge shall be created on the Said Land or the Owner's allocation. In this regard, the Developer shall indemnify the Owner against any claim arising out of such borrowings. In any event no charge shall be created on the Owner's Allocation.
- 19.7 For the purpose of facilitating the payment of the consideration the Purchasers of flats shall be entitled to apply for and obtain financial assistance from Banks/financial institutions. In the event of the Purchasers obtaining any financial assistance and/or housing loan from any bank/ financial institution the Developer shall act in accordance with the instructions of the bank/financial institution in terms of the agreement between the Purchasers and the Bank/financial institution, SUBJECT HOWEVER the Owner being assured that in no event the Owner shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Purchasers from such bank/Financial Institution.
- 19.8 The Owner shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep Owner indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Developer's allocation. Similarly the Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Owner's Allocations and the Owner shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses for the Owner's Allocations.
- 19.9 The name of the project shall be decided by the Developer with the prefix being the brand of the Developer.



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20. **DEFAULTS:**

20.1 The following shall be the events of default :-

a) If the Owner fail to comply with any other obligation contained herein.

b) If the Developer fails to construct, erect and complete the new building on the said land within the time and in the manner contained herein.

c) If the Developer fails to comply with any other obligations contained herein.

20.2 In case of any event of default, the other party (the aggrieved party) shall serve a notice in writing to the defaulting party, calling upon the defaulting party to comply with its obligation in default within the time and in the manner to be mentioned in the said notice.

20.3 Upon receipt of such notice, the defaulting party shall rectify the said event of default and/or breach within the time and in the manner mentioned herein.

20.4 In case of the default continues for a period of thirty (30) days thereafter, in such event, the aggrieved party shall be entitled to serve a final notice on the defaulting party, after which the aggrieved party shall be entitled to refer the matter to arbitration.

20.5 If the agreement is terminated by reason of any default of the Owner, the Owner shall be liable to refund the entire security deposit and the Owner shall be further liable to pay and/or reimburse the Developer all costs, charges and expenses and/or investments made by them in the said Owner's Allocation together with interest at the aforesaid rate from the respective dates of incurring such liability upto the date of payment thereof within a period of 12 months from the date of such termination and in case of dispute within the said period.

20.6 Till such time the amount as claimed mentioned in clause 19.5 above is paid, the same shall form a charge in respect of the said land of the equivalent market value and the Developer shall be entitled to enforce such charge in such manner as they may deem fit and proper after the expiry of 12 months from the date of termination.



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21. **ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreements between the Parties, oral or implied.

22. **AMENDMENT/MODIFICATION:**

No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties to this Agreement.

23. **SEVERABILITY:**

If any provision of this Agreement is held to be invalid, unenforceable or prohibited by any Applicable Law, this Agreement shall be considered divisible as to such provision shall become inoperative and shall not be part of the agreement and the remainder of this agreement shall remain valid, binding and of like effect as though such provision was not included herein, provided, however, that the Parties hereto shall negotiate in good faith to modify this agreement so as to give effect to the original intent of the Parties as closely as possible in a mutually acceptable manner so that the transaction contemplated hereby be consummated as originally contemplated to the fullest extent possible.

24. **NOTICE:**

24.1 Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or sent by prepaid recorded delivery, or by facsimile transmission or registered post with acknowledgement due or through courier service to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each party from time to time). So far as the parties are concerned the notice should only be given to :

- a) P-32, Arcadia Extension, Post Office and Police Station Behala, Kolkata 700 034  
- in case of the Owner,
- b) 122/1R, Satyendra Nath Majumder Sarani, Kolkata 700 026  
- in case of the Developer.

24.2 Any such notice or other written communication shall be deemed to have been served:

24.2.1 If delivered personally, at the time of delivery.



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- 24.2.2 If sent by prepaid recorded delivery or registered post or courier service, on the 4<sup>th</sup> day of handing over the same to the postal authorities.
- 24.2.3 If sent by facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent.
- 24.3 In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or by courier, that such notice or other written communication was properly addressed and delivered to the postal authorities or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.

25. **SPECIFIC PERFORMANCE:**

In the event of there being breach by either party the other party will have the right to seek specific performance of this agreement before the competent court of law and also claim any loss, damage costs and expenses caused due to such breach.

26. **ARBITRATION:**

The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties. If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated in writing by the parties, the Disputes, if not solved/settled, shall be referred to, and finally resolved by, arbitration by an Arbitration Tribunal formed in terms of the Arbitration and Conciliation Act, 1996 and Rules and amendments made thereunder. The arbitration proceedings shall be conducted at Kolkata and in English.



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**THE FIRST SCHEDULE ABOVE REFERRED TO :**  
**SAID LAND**

**ALL THAT** the piece or parcel of Sali land containing an area of 2 Cottahs 8 Chittacks equivalent to 4.125 decimals, be the same a little more or less, lying situate at Mouza Daulatpur, J.L. No.79, R.S. and L.R. Dag No.30, under L.R. Khatian No.2903, Police Station Bishnupur, within Kulerdari Gram Panchayet in the District South 24-Parganas and butted and bounded in the manner following:

<b>On the North</b>	: By 2 ft wide drain thereafter 16 ft wide road
<b>On the East</b>	: By Part of Dag No.30
<b>On the South</b>	: By Part of Dag No.30
<b>On the West</b>	: By Part of Dag No.28

**THE SECOND SCHEDULE ABOVE REFERRED TO :**  
**COMMON AREAS, FACILITIES AND AMENITIES**

1. The foundation, columns, shear walls, beams, support, corridors, lobbies, stairs, stairways, landings, entrances, exits and pathways.
2. Drains and sewers from the premises to the Municipal Duct.
3. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
5. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
6. Boundary walls including outer side of the walls of the new building complex and main gates.
7. Water pump and motor with installation and room therefore.
8. Bore well, Tube well water pump overhead tanks and underground water reservoirs, water pipes, water treatment unit , sewage treatment plant and other common plumbing installations and spaces required thereto.
9. D.G, transformer electrical wiring meters, common DB, electrical panels, fittings and fixtures for lighting the staircase lobby and other common areas,



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street, landscape area (excluding those as are installed for any particular Unit) and spaces required therefore.

10. Windows/doors/grills and other fittings of the common area of the premises.
11. Generator its installations and its allied accessories and room.
12. Lifts and their accessories installations and spaces required therefor.

**THE THIRD SCHEDULE ABOVE REFERRED TO :**  
**COMMON EXPENSES**

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the respective buildings of the complex and decorating and colouring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the complex.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the complex.
9. Cleaning as necessary of the areas forming parts of the complex.



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10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time for the maintenance of the complex.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the various buildings of the complex or any part thereof.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.
15. Generally managing and administering the development and protecting the amenities in the new building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the complex excepting those which are the responsibility of the owner/occupier of any Unit/Unit.
18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as may from time to time be considered necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Association it is reasonable to provide.
21. In such time to be fixed annually as shall be estimated by the Association (whose decision shall be final) to provide a reserve fund for items of



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expenditure referred to this schedule to be or expected to be incurred at any time.

22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Association for the Owner of the Units and shall only be applied in accordance with the decision of the Association.

23. The charges/fees of any professional Company/Agency appointed to carry out maintenance and supervision of the complex.



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**IN WITNESS WHEREOF** the Parties have hereunto set and subscribed their respective hands and seals the day, month and year first above written.

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

1. Tapan Banerjee -  
P-32 ARCADIA EXTW  
KOLKATA: 700034.
2. Jiban Kumar De.  
Flat no. 311.  
316, Canal Street.  
Sreebhumi.  
Kolkata. 700048.

Dipika Banerjee,  
Banerjee.  
(DIPIKA BANERJEE)

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

1. Tapan Banerjee

PS VINAYAK COMPLEX LLP  
Rahul Yadav  
Partner / Authorised Signatory

2. Jiban Kumar De.

Drafted by,  
Atanugis Roy F-1194/03  
Advocate  
Alipore Judges Court  
Kol-27



District Sub-Registrar  
Registration Office  
Alipore, South 24 Parganas  
5 NOV 2018

### Receipt And Memo of Consideration

Received of and from the within named Developer the within mentioned sum of Rs.20,000/- (Rupees Twenty Thousand only) being the money payable under these presents for the said land mentioned in the First Schedule above, in the following manner:

Date	Cheque No.	Bank & Branch	Amount (Rs.)
05.11.2015	256546	Indian Overseas Bank, Kalighat Br.	20,000.00
<b>Total</b>			<b>20,000.00</b>

(RUPEES TWENTY THOUSAND ONLY)

Dipika Banerjee.  
(DIPKA BANERJEE)

[Signature of the Owner]

**Witnesses:**























1. Tapas Banerjee

2. Jiban Kumar De.



District Sub-Registrar  
Registration Office of  
Alipore, South 24 Parganas  
5 NOV 2018

**SPECIMEN FORM FOR TEN FINGER PRINTS**

 <i>Rohit</i>	<i>Rohit</i>							
		Little	Ring	Middle	Fore	Thumb		
		(Left Hand)						
								
		Thumb	Fore	Middle	Ring	Little		
		(Right Hand)						
 <i>Dipika Banerjee</i>	<i>Dipika Banerjee</i>							
		Little	Ring	Middle	Fore	Thumb		
		(Left Hand)						
								
		Thumb	Fore	Middle	Ring	Little		
		(Right Hand)						
<p align="center">PHOTO</p>								
		Little	Ring	Middle	Fore	Thumb		
		(Left Hand)						
		Thumb	Fore	Middle	Ring	Little		
		(Right Hand)						



South 24 Parganas Dist. Sub-Registrar / IV  
Aliput, Kol-27  
Registration - 1908  
5 NOV 2018





**Government of West Bengal**  
**Directorate of Registration & Stamp Revenue**  
**e-Assessment Slip**

Query No / Year	16040000926156/2015	Query Date	04/11/2015 6:34:46 PM
Office where deed will be registered	D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas		
Applicant Name	Alamgir Reza		
Address	Alipore, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027		
Applicant Status	Advocate		
Other Details	Mobile No. : 9874196499		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Additional Transaction Details	[4311] Receipt [Rs : 20,000/-]		
Set Forth value	Rs. 1/-	Total Market Value:	Rs. 15,15,938/-
Stampduty Payable	Rs. 5,001/-	Stampduty Article:-	48(g)
Registration Fee Payable	Rs. 248/-	Registration Fee Article:-	E, B, M(b), H
Expected date of the Presentation of Deed			
Amount of Stamp Duty to be Paid by Non Judicial Stamp			Rs. 0/-
Mutation Fee Payable	DLRS server does not return any Information		
Remarks			





Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue  
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS, District Name :South 24-Parganas  
Signature / LTI Sheet of Query No/Year 16040000926156/2015

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mrs Dipika Banerjee P-32, Arcadia Extension, P.O:- Behala, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034	Land Lord			Dipika Banerjee, 5.11.15,
2	Mr Rahul Kyal 30C, South End Park,, P.O:- Sarat Banerjee Road, P.S:- Lake, District:- South 24-Parganas, West Bengal, India, PIN - 700029	Representative of Developer [PS VINAYAK COMPLEX LLP]			Rahul Kyal 05/11/15
Sl No.	Name and Address of identifier	Identifier of		Signature with date	
1	Mr Priyanka Ghosh Wife of Mr A Ghosh 122/1R, S N. Majumder Sarani,, P.O:- Kalighat, P.S:- Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700026	Mrs Dipika Banerjee, Mr Rahul Kyal		Priyanka Ghosh 05.11.2015	

(Tridip Misra)

DISTRICT SUB-  
REGISTRAR  
OFFICE OF THE D.S.R. -  
IV SOUTH 24-PARGANAS







Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: South 24-Parganas, Thana: Bishnupur, Gram Panchayat: KULERDARI, Mouza: Daulatpur	RS Plot No:- 30 , RS Khatian No:- 2903	2 Katha 8 Chatak	1/-	15,15,938/-	Proposed Use: Bastu, ROR: Shali, Width of Approach Road: 16 Ft., Adjacent to Metal Road.
Landlord Details						
SI No.	Name & Address	Status	Execution And Admission Details	Other Details		
1	Mrs Dipika Banerjee Wife of Mr Tapan Banerjee P-32, Arcadia Extension, Post Office: Behala, Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034	Individual	Executed by: Self, To be Admitted by: Self,	Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. AEGPB3010D,		
Developer Details						
SI No.	Name & Address ( Organization )	Status	Execution And Admission Details	Other Details		
1	PS VINAYAK COMPLEX LLP 122/1R, S N. Majumder Sarani,, Post Office: Kalighat, Tollygunge, District:-South 24- Parganas, West Bengal, India, PIN - 700026	Organization	Executed by: Representative,	PAN No. AARFP0290N,		
Representative Details						
SL No.	Representative Name & Address	Other Details	Execution And Admission Details	Representative of		
1	Mr Rahul Kyal , Partner as Kyal Developer and PS Group, PS VINAYAK COMPLEX LLP 122/1R, S N. Majumder Sarani,, Post Office: Kalighat, Tollygunge, District:- South 24-Parganas, West Bengal, India, PIN - 700026	Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AGHPK1359F,		PS VINAYAK COMPLEX LLP		





Identifier Details		
Identifier Name & Address	Other Details	Identifier of
Mr Priyanka Ghosh Wife of Mr A Ghosh 122/1R, S N. Majumder Sarani,, Post Office: Kalighat, Tollygunge, District:-South 24- Parganas, West Bengal, India, PIN - 700026	Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India,	Mrs Dipika Banerjee, Mr Rahul Kyal

**For Information only**

**Note:**

1. If the given informations are found to be given incorrect, then the assessment made stands invalid.
2. Query is valid for 30 days for e-Payment. Assessed market value & Query is valid for 44 days i.e. upto 18/12/2015
3. Standard User charge of Rs. 175/-(Rupees one hundred seventy five) only includes all taxes per transaction upto 15 (fifteen) pages and Rs 6/- (Rupees six) only for each additional page will be applicable.
4. Online Payment of Stamp Duty and Registration Fees can be made if Stamp Duty Payable is more than Rs. 5000/-.
5. Web-based e-Assessment report will be provisional one and subject to final verification by Registering Officer.
6. Quoting of PAN no. of Seller and Buyer of a property is a must where the transaction involves a property valued at Rs. 5 lac or more (IT Rules).  
If the party concerned do not have a PAN number, he/she will make a declaration in form no. 60 giving therein the particulars of such transaction.
7. Rs 50/- (Rupees fifty only) will be charged from the Applicant for issuing of this e-Assessment Slip (Urban Area).
8. If SD and Fees are not paid through GRIPS then mutation fee should be paid the concerned BLLRO office for Mutation.



## Seller, Buyer and Property Details

### A. Land Lord & Developer Details

Presentant Details	
SL No.	Name and Address of Presentant
1	Mr Rahul Kyal 30C, South End Park,, P.O:- Sarat Banerjee Road, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700029

Land Lord Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	Mrs Dipika Banerjee Wife of Mr Tapan Banerjee P-32, Arcadia Extension, P.O:- Behala, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. AEGPB3010D,; Status : Individual; Date of Execution : 05/11/2015: Date of Admission : 05/11/2015: Place of Admission of Execution : Pvt. Residence



Developer Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	PS VINAYAK COMPLEX LLP 122/1R, S N. Majumder Sarani,, P.O:- Kalighat, P.S:- Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700026 PAN No. AARFP0290N,; Status : Organization; Represented by representative as given below:-
1(1)	Mr Rahul Kyal 30C, South End Park,, P.O:- Sarat Banerjee Road, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700029 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AGHPK1359F,; Status : Representative; Date of Execution : 05/11/2015; Date of Admission : 05/11/2015; Place of Admission of Execution : Pvt. Residence

### B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	Mr Priyanka Ghosh Wife of Mr A Ghosh 122/1R, S N. Majumder Sarani,, P.O:- Kalighat, P.S:- Tollygunge, District:- South 24-Parganas, West Bengal, India, PIN - 700026 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India,	Mrs Dipika Banerjee, Mr Rahul Kyal	

### C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: KULERDARI, Mouza: Daulatpur	RS Plot No:- 30 , RS Khatian No:- 2903	2 Katha 8 Chatak	1/-	15,15,938/-	Proposed Use: Bastu, ROR: Shali, Width of Approach Road: 16 Ft., Adjacent to Metal Road,

### D. Applicant Details

Details of the applicant who has submitted the requisition form	



**Details of the applicant who has submitted the requisition form**

Applicant's Name	Alamgir Reza
Address	Alipore, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027
Applicant's Status	Advocate





Office of the D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas

Endorsement For Deed Number : I - 160407744 / 2015

Query No/Year	16040000926156/2015	Serial no/Year	1604008140 / 2015
Deed No/Year	I - 160407744 / 2015		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Mr Rahul Kyal	Presented At	Private Residence
Date of Execution	05-11-2015	Date of Presentation	05-11-2015

Remarks

On 05/11/2015

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

Presented for registration at 15:13 hrs on : 05/11/2015, at the Private residence by Mr Rahul Kyal ,

**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 15,15,938/-

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

Execution is admitted on 05/11/2015 by


Mrs Dipika Banerjee, Wife of Mr Tapan Banerjee, P-32, Arcadia Extension, P.O: Behala, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, By caste Hindu, By Profession Others  
Indetified by Mr Priyanka Ghosh, Mr A Ghosh, 122/1R, S N. Majumder Sarani,, P.O: Kalighat, Thana: Tollygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700026, By caste Hindu, By Profession Service

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

Execution is admitted on 05/11/2015 by

Mr Rahul Kyal Partner as Kyal Developer and PS Group, PS VINAYAK COMPLEX LLP, 122/1R, S N. Majumder Sarani,, P.O:- Kalighat, P.S:- Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700026

Indetified by Mr Priyanka Ghosh, Mr A Ghosh, 122/1R, S N. Majumder Sarani,, P.O: Kalighat, Thana: Tollygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700026, By caste Hindu, By Profession Service



(Tridip Misra)

DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - IV SOUTH 24-  
PARGANAS  
South 24-Parganas, West Bengal

On 06/11/2015

**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 : 48(g) of Indian Stamp Act 1899.

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 248/- ( B = Rs 209/- ,E = Rs 7/- ,H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 248/-

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,001/- and Stamp Duty paid by Draft Rs 5,000/-, by Stamp Rs 100/-

#### Description of Stamp

1. Rs 100/- is paid on Impressed type of Stamp, Serial no 1345, Purchased on 07/10/2015, Vendor named S H Gazi.

#### Description of Draft

1. Rs 5,000/- is paid, by the Draft(other) No: 050785000382, Date: 05/11/2015, Bank: STATE BANK OF INDIA (SBI), SARAT BOSE ROAD.



(Tridip Misra)

DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - IV SOUTH 24-  
PARGANAS

South 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2015, Page from 96476 to 96516

being No 160407744 for the year 2015.



Digitally signed by TRIDIP MISRA  
Date: 2015.11.16 19:36:50 -08:00  
Reason: Digital Signing of Deed.



(Tridip Misra) 11/16/2015 7:36:49 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - IV SOUTH 24 PARGANAS  
West Bengal.

(This document is digitally signed.)