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It is certified that the document is admitted for registration. The signature sheets and the endorsement sheets attached with this document are part of this document.

U 990980

District Sub-Registrar
 Registered Office of
 Registrar, West Bengal
 Alipore, South 24 Parganas
 09 NOV 2015
 16/11/15

THIS DEVELOPMENT AGREEMENT made this 09th day of NOVEMBER Two Thousand Fifteen **BETWEEN** (1) **ASHUTOSH MUKHOPADHYAY**, having PAN ADTPM5416A, son of Late Prafulla Kumar Mukhopadhyay, (2) **BRATATI MUKHOPADHYAY**, having PAN AESPM6897F, wife of Ashutosh Mukhopadhyay, (3) **SIDDHARTHA MUKHERJEE**, having PAN AIFPM4138C, son of Ashutosh Mukhopadhyay, all residing at premises no.119, Bhupen Roy Road, Post Office and Police Station Behala, Kolkata 700 034, (4) **PHOBOS TOURS & TRAVEL PVT. LTD.**, having PAN AAHCP0096R, having CIN U63090WB2012PTC187188, having its registered office at 119,

5527 Report 1001

Mrs. Santosh
Address
P. S.
Vendor

Santosh Kr. Day
ALIPUR POLICE COURT
Kolkata 27

C. BANERJEE
Alipore Police Centre
Calcutta

Santosh Mukhopadhyay



V.C.T.1
No. 3977

Santosh Mukhopadhyay



V.C.T.1
No. 3977



Basant Mukhopadhyay



V.C.T.1
No. 3979

District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas
9 NOV 2015

Siddhartha Mukherjee

Identified by me
Alamgir Reza Adv
S/O, Jahangir Reza
28/1, Judges Court Road
P.O & P.S. Alipore
KOL-27

Bhupen Roy Road, Post Office and Police Station Behala, Kolkata 700 034, **(5) THYONE RETAIL PVT. LTD.**, having PAN AAECT5337J, having CIN U52100WB2013PTC190676, having its registered office at 205/2, Netaji Subhas Road, Post Office and Police Station Behala, Kolkata 700 034, **(6) GALTONIA BUILDERS PVT. LTD.**, having PAN AAECT7350B, having CIN U45400WB2013PTC191990, having its registered office at 65, Bande Ali Pally, Post Office Bansdrani, Police Station Regent Park, Kolkata 700 070, **(7) THYONE HERBAL PRODUCTS PVT. LTD.**, having PAN AAECT7353C, having CIN U51909WB2013PTC191572, having its registered office at 160F Bhupen Roy Road, Post Office and Police Station Behala, Kolkata 700 034, **(8) CUSSONIA HEIGHTS PVT. LTD.**, having PAN AAECT7346R, having CIN U45400WB2013PTC191656, having its registered office at 119, Bhupen Roy Road, Post Office and Police Station Behala, Kolkata 700 034, **(9) PHOBOS AGRO MARKETING PVT. LTD.**, having PAN AAHCP0118J, having CIN U01403WB2012PTC188436, having its registered office at 205/2, Netaji Subhas Road, Post Office and Police Station Behala, Kolkata 700 034, **(10) PHLOMIS DEVELOPERS PVT. LTD.**, having PAN AAECT6589Q, having CIN U45400WB2013PTC191535, having its registered office at 119, Bhupen Roy Road, Post Office and Police Station Behala, Kolkata 700 034, **(11) BAHIAGRASS HOUSING PVT. LTD.**, having PAN AAECT6586B, having CIN U45400WB2013PTC191537, having its registered office at 119, Bhupen Roy Road, Post Office and Police Station Behala, Kolkata 700 034, **(12) COLLETIA HOUSING PVT. LTD.**, having PAN AAECT6588R, having CIN U45400WB2013PTC191532, having its registered office at 119, Bhupen Roy Road, Post Office and Police Station Behala, Kolkata 700 034, **(13) KUDZU GRIHA PVT. LTD.**, having PAN AAECT7340K, having CIN U45400WB2013PTC191673, , having its registered office at 119 Bhupen Roy Road, Post Office and Police Station Behala, Kolkata 700 034, **(14) BIARUM BUILDERS PVT. LTD.**, having PAN AAECT7351A, having CIN U45400WB2013PTC191533, having its registered office at 119 Bhupen Roy Road, Post Office and Police Station Behala, Kolkata 700 034, **(15) THYONE AGRI PRODUCTS PVT. LTD.**, having PAN AAECT7388R, having CIN U01403WB2013PTC190675, having its registered office at 119 Bhupen Roy Road, Post Office and Police Station Behala, Kolkata 700 034, **(16) FRINGECUP BUILDERS PVT. LTD.**, having PAN AAECT7344P, having CIN U45400WB2013PTC191534, having its registered office at 65, Bande Ali Pally, Post Office Bansdrani, Police Station Regent Park, Kolkata 700 070, **(17) REEDGRASS HOUSING PVT. LTD.**, having PAN AAECT7342M, having CIN U45400WB2013PTC192834, having its registered office at 65, Bande Ali Pally, Post Office Bansdrani, Police Station Regent Park, Kolkata 700 070, **(18) RHAMNUS REALTY PVT. LTD.**, having PAN AAHCR3547H, having CIN U45400WB2015PTC206578, having its registered office at 17C, Bose Pukur Road, Flat No- 2A, 2nd Floor, Post Office Bose Pukur Road, Police Station Kasba, Kolkata 700 042, all companies incorporated under the Companies Act, 1956, all being represented by their authorized signatory **ASHUTOSH MUKHOPADHYAY**, having PAN ADTPM5416A, son of Late Prafulla Kumar

PHOBOS TOURS & TRAVEL PRIVATE LIMITED

THYONE RETAIL PVT. LTD.

GALTONIA BUILDERS PVT. LTD.

THYONE HERBAL PRODUCTS PVT. LTD.

CUSSONIA HEIGHTS PVT. LTD.

PHOBOS AGRO MARKETING PVT. LTD.

PHLOMIS DEVELOPERS PVT. LTD.

BAHIAGRASS HOUSING PVT. LTD.

COLLETTIA HOUSING PVT. LTD.

KUDZU GRIHA PVT. LTD.

BIARUM BUILDERS PVT. LTD.

THYONE AGRI PRODUCTS PVT. LTD.

FRINGECUP BUILDERS PVT. LTD.

REEDGRASS HOUSING PVT. LTD.

RHAMNUS REALTY PVT. LTD.

Ishantosh Mukhopadhyay

Director Authorised Signatory



[Signature]
District Sub-Registrar-IV
Registrar I/S 7(2) of
Registration Act 1908
Alibore, South 24 Parganas
9 NOV 2015

Sukhopadhyay, **(19) SOURSOP REALTY PLUS PVT. LTD.**, having PAN AAVCS8889D, having CIN U45400WB2015PTC206575, having its registered office at 17C, Bose Pukur Road, Flat No- 2A, 2nd Floor, Post Office Bose Pukur Road, Police Station Kasba, Kolkata 700 042, **(20) BALLOTA HOUSING PVT. LTD.**, having PAN AAECT7341J, having CIN U45400WB2013PTC192791, having its registered office at 65, Bande Ali Pally, Post Office Bansdrani, Police Station Regent Park, Kolkata 700 070, **(21) MAIDENGRASS HOUSING PVT. LTD.**, having PAN AAECT7338R, having CIN U45400WB2013PTC191997, having its registered office at 65, Bande Ali Pally, Post Office Bansdrani, Police Station Regent Park, Kolkata 700 070, **(22) THYONE FILTERS PVT. LTD.**, having PAN AAFCT0727P, having CIN U90001WB2014PTC201731, having its registered office at 65, Bande Ali Pally, Post Office Bansdrani, Police Station Regent Park, Kolkata 700 070, **(23) ANTHRISCUS REALTY PVT. LTD.**, having PAN AAECT7343L, having CIN U45400WB2013PTC191657, having its registered office at 65, Bande Ali Pally, Post Office Bansdrani, Police Station Regent Park, Kolkata 700 070, **(24) MONTIPORA BUILDERS PVT. LTD.**, having PAN AAJCM7905N, having CIN U45400WB2015PTC206579, having its registered office at 17C, Bose Pukur Road, Post Office Bose Pukur Road, Police Station Kasba, Kolkata 700 042, **(25) THYONE TRAVELS PVT. LTD.**, having PAN AAECT7339Q, having CIN U63000WB2013PTC193040, having its registered office at 49/5, Biren Roy Road, Behala, Police Station Behala, Kolkata 700 034, **(26) PHOBOS COMPUTERS PVT. LTD.**, having PAN AAHCP0116G, having CIN U72300WB2012PTC188944, its registered office at 49/5 Biren Roy Road, Behala, Police Station Behala, Kolkata 700 034, **(27) THYONE BOOKS & PERIODICALS PVT. LTD.**, having PAN AAECT7352D, having CIN U22219WB2013PTC191570, having its registered office at 49/5, Biren Roy Road, Behala, Police Station Behala, Kolkata 700 034, **(28) THYONE AGRO MARKETING PVT. LTD.**, having PAN AAECT8225F, having CIN U01403WB2013PTC191655, having its registered office at 49/5, Biren Roy Road, Behala, Police Station Behala, Kolkata 700 034, **(29) THYONE INTERIOR DECORATORS PVT. LTD.**, having PAN AAECT7347Q, having CIN U36912WB2013PTC191654, having its registered office at 49/5 Biren Roy Road, Behala, Police Station Behala, Kolkata 700 034, **(30) PHOBOS AGRI COMMERCIAL PVT. LTD.**, having PAN AAHCP0094P, having CIN U01403WB2012PTC188146, having its registered office at 49/5 Biren Roy Road, Behala, Police Station Behala, Kolkata 700 034, **(31) THYONE IMAGE & GRAPHICS PVT. LTD.**, having PAN AAECT7348B, having CIN U72300WB2013PTC191995, having its registered office at 49/5, Biren Roy Road, Behala, Police Station Behala, Kolkata 700 034, **(32) THYONE IT SOLUTIONS PVT. LTD.**, having PAN AAECT6585C, having CIN U72300WB2013PTC191571, having its registered office at 119, Bhupen Roy Road, Post Office and Police Station Behala, Kolkata 700 034, **(33) PHOBOS BOOKS AND PERIODICALS PVT. LTD.**, having PAN AAHCP0117H, having CIN U22219WB2012PTC188936, having its registered office at 205/2, Netaji Subhas Road, Post Office and Police Station Behala, Kolkata 700 034, **(34) DEIMOS MANAGEMENT CONSULTANTS PVT. LTD.**, having PAN

SONIRSON REALTY PLUS PVT. LTD.

BALLOTA HOUSING PVT. LTD.

MAIDENODDIP HOUSING PVT. LTD.

THYONE FILTERS PVT. LTD.

ANTHRISCUS REALTY PVT. LTD.

MONTIPORA BUILDERS PVT. LTD.

THYONE TRAVELS PVT. LTD.

PHOBOS COMPUTERS PVT. LTD.

PHOBOS BOOKS AND PERIODICALS PVT. LTD.

THYONE BOOKS & PERIODICALS PVT. LTD.

THYONE AGRO MARKETING PVT. LTD.

THYONE INTERIOR DECORATORS PVT. LTD.

PHOBOS AGRI COMMERCIAL PVT. LTD.

THYONE IMAGE & GRAPHICS PVT. LTD.

THYONE IT SOLUTIONS PVT. LTD.

DEIMOS MANAGEMENT CONSULTANTS PVT. LTD.

Siddhartha Mukherjee

Director Authorized Signatory



Siddhartha Mukherjee

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Alipore, South 24 Parganas
- 9 NOV 2015

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AAECD5384R, having CIN U74900WB2012PTC187979, having its registered office at 205/2, Netaji Subhas Road, Post Office and Police Station Behala, Kolkata 700 034, all companies incorporated under the Companies Act, 1956, all being represented by their authorized signatory **SIDDHARTHA MUKHERJEE**, having PAN AIFPM4138C, son of Ashutosh Mukhopadhyay, **(35) PHOBOS RETAIL PVT. LTD.**, having PAN AAHCP0121H, having CIN U52100WB2012PTC188945, having its registered office at 160F Bhupen Roy Road, Post Office and Police Station Behala, Kolkata 700 034, **(36) PHOBOS IT SOLUTIONS PVT. LTD.**, having PAN AAHCP0095N, having CIN U72300WB2012PTC187272, having its registered office at 160F, Bhupen Roy Road, Post Office and Police Station Behala, Kolkata 700 034, **(37) BAS HERBAL PRODUCTS PVT. LTD.**, having PAN AAFCB3584J, having CIN U51909WB2012PTC187260, having its registered office at 160F, Bhupen Roy Road, Post Office and Police Station Behala, Kolkata 700 034, **(38) DEIMOS TRAVELS PVT. LTD.**, having PAN AAECD5383J, having CIN U63090WB2012PTC187271, having its registered office at 160F Bhupen Roy Road, Post Office and Police Station Behala, Kolkata 700 034, **(39) DEIMOS COMPUTERS PVT. LTD.**, having PAN AAECD5401H, having CIN U72300WB2012PTC187269, having its registered office at 160F Bhupen Roy Road, Post Office and Police Station Behala, Kolkata 700 034, **(40) DEIMOS HERBAL PRODUCTS PVT. LTD.**, having PAN AAECD5400G, having CIN U51909WB2012PTC188938, having its registered office at 160F Bhupen Roy Road, Post Office and Police Station Behala, Kolkata 700 034, **(41) THYONE COMPUTERS PVT. LTD.**, having PAN AAECT7349A, having CIN U72300WB2013PTC191994, having its registered office at 160F, Bhupen Roy Road, Post Office and Police Station Behala, Kolkata 700 034, **(42) ECLAIR INFRACON PVT. LTD.**, having PAN AACCE9305P, having CIN U45400WB2012PTC172234, having its registered office at 55/1A Strand Road, Post Office Beadon Street, Police Station Jorabagan, Kolkata 700 006, **(43) ETAKA REALESTATE PRIVATE LIMITED**, having PAN AADCE5326R, having CIN U45400WB2013PTC198404, having its registered office at 55/1A Strand Road, 5th Floor, Room No.2, Post Office Beadon Street, Police Station Jorabagan, Kolkata 700 006, **(44) EKARAJ BUILDCON PRIVATE LIMITED**, having PAN AADCE4252G, having CIN U45400WB2013PTC195336, having its registered office at 122/1R, Satyendra Nath Majumdar Sarani, Post Office and Police Station Tollygunge, Kolkata 700 026, **(45) PITAYA REALTY PVT. LTD.**, having PAN AAICP1950D, having CIN U45400WB2015PTC207112, having its registered office at 12(168) Banamali Ghoshal Lane, BL-B, Flat-A4, 1st Floor, Post Office and Police Station Behala, Kolkata 700 034, **(46) FOUNTAINGRASS BUILDERS PVT. LTD.**, having PAN AACCF6126B, having CIN U45400WB2015PTC207089, having its registered office at 12(168) Banamali Ghoshal Lane, BL-B, Flat-A4, 1st Floor, Post Office and Police Station Behala, Kolkata 700 034, **(47) SHOEBILL REALTY PVT. LTD.**, having PAN AAVCS9719G, having CIN U45400WB2015PTC207041, having its registered office at 12(168) Banamali Ghoshal Lane, BL-B, Flat-A4, 1st Floor, Post Office and Police Station Behala, Kolkata 700 034, **(48) VETIVER REALTY PVT.**



V.C.T.1
NO. 3982

- PHOBOS RETAIL PRIVATE LIMITED
- PHOBOS IT SOLUTIONS PRIVATE LIMITED
- BAS HERBAL PRODUCTS PRIVATE LIMITED
- DEIMOS TRAVELS PRIVATE LIMITED
- DEIMOS COMPUTERS PRIVATE LIMITED
- DEIMOS HERBAL PRODUCTS PVT. LTD.
- THYONE COMPUTERS PVT. LTD.
- CLAIR INFRACON PVT. LTD.
- STARA REALESTATE PVT. LTD
- KARAJ BUILDCON PVT. LTD

- PITAYA REALTY PVT. LTD.
- FOUNTAINGRASS BUILDERS PVT. LTD.
- SHOEBILL REALTY PVT. LTD.
- VETIVER REALTY PVT. LTD.
- LEYMUS REALTY PVT. LTD.



Ananta Sarangi
Directly Authorised Signatory



V.C.T.1
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PS VINAYAK COMPLEX LLP
[Signature]
Partner / Authorised Signatory

D., having PAN AAFCV1666F, having CIN U45400WB2015PTC207042, having its registered office at 12(168) Banamali Ghoshal Lane, BL-B, Flat-A4, 1st Floor, Post Office and Police Station Behala, Kolkata 700 034 and **(49) LEYMUS REALTY PRIVATE LIMITED**, having PAN AAECT7345N, having CIN U45400WB2013PTC191536, having its registered office at 119 Bhupen Roy Road, Post Office and Police Station Behala, Kolkata 700 034, all companies incorporated under the Companies Act, 1956, all being represented by their authorized signatory **AMRITA SANNIGRAHI**, having PAN CAGPS3109C, wife of Siddhartha Mukherjee, hereinafter collectively referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in case of individuals their respective heirs, executors, administrators, legal representatives and assigns and in case of company their respective successor or successors-in-interest and assigns) of the **ONE PART AND PS VINAYAK COMPLEX LLP**, having **LLPIN AAD-6375**, having **PAN AARFP0290N**, a limited liability partnership having its registered office situated at 122/1R, Satyendranath Majumdar Sarani, Post Office and Police Station Tollygunge, Kolkata 700 026, represented by one of its partners **SURENDRA KUMAR DUGAR**, having PAN ACUPD1317K, son of Late Jhumarmal Dugar, residing at 52/4/1 Ballygunj Circular Road, Post Office Ballygunj, Police Station Ballygunj, Kolkata 700 019 and its designated partner **KYAL DEVELOPERS PRIVATE LIMITED**, having CIN U70109WB1995PTC076151, having PAN AABCK3070E, a Company incorporated under the Companies Act, 1956, having its registered offices at Premises No.122/1R, Satyendra Nath Majumder Sarani, Post office and Police Station Tollygunge, Kolkata 700 026, represented by its Director **UMESH KYAL**, having PAN AGCPK9667R, son of Late Govind Ram Kyal, residing at 30C South End Park, Post Office Sarat Banerjee Road, Police Station Lake, Kolkata 700 029, having been duly authorized in that regard by all the other partners, hereinafter referred to as **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners of the said limited liability partnership and their respective heirs, legal representatives, executors, administrators and assigns) of the **OTHER PART** :

WHEREAS :

A) By several Indentures of Conveyance, details are annexed herewith, marked as **Annexure A**, the Owners herein have purchased and are jointly seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 515 decimals, be the same a little more or less, lying and situate at Mouza Daulatpur, J.L. No.79, Mouza Sarmasterchak, J.L. No.17, both under Police Station Bishnupur, within the limits of Kulerdari Gram Panchayet and at Mouza Hanspukuria, J.L. No.20, Police Station Thakurpukur (formerly Behala), all in the District of



V.C.T. 1
No. 3984

PS VINAYAK COMPLEX LLP

Vinayak
Partner / Authorised Signatory



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South 24-Parganas, more fully and particularly described in the **First Schedule** hereunder written (hereinafter referred to as the **said land**).

B) The Owners have duly recorded their respective names in respect of said land in the records of Block Land and Land Reforms Office at Bishnupur-I and Thakurpukur-Metiabruz under several Land Reforms Khatian numbers. List of Land Reforms Khatian numbers in detail is annexed herewith, marked as **Annexure B**.

C) By an Agreement dated the 3rd day of December, 2012, made between the Owner nos.1, 2 and 3 herein therein jointly referred to as the Owners of the one part and one PS Vinayak Ventures therein referred to as the Developer of the other part and registered with the District Sub-Registrar IV, South 24-Parganas in Book No.1, CD Volume No.2, Pages 30 to 71, Being No.00053 for the year 2013, the Owner therein had appointed the Developer therein to construct erect and commercially exploit multistoried buildings upon All That the piece and parcel of land mentioned therein more fully and particularly described in the Schedule thereunder written as per the terms and conditions therein contained.

D) By a Supplementary Agreement dated the 26th day of February 2015, made between the said Owner nos.1, 2 and 3 herein therein collectively referred to as the Owners of the one part and the said PS Vinayak Ventures therein referred to as the Developer of the other part and registered at the office of the District Sub-Registrar IV, South 24-Parganas in Book No.1, CD Volume No.7, Pages 2557 to 2573, Being No.01943 for the year 2015, whereby and where under the Owners therein and the Developer therein had recorded the altered and revised terms and conditions mutually agreed upon (the Agreement dated the 3rd day of December, 2012 and the Supplementary Agreement dated the 26th day of February 2015 hereinafter jointly referred to as the **said agreement**).

E) In pursuant of the said Agreement, the Owner nos.1, 2 and 3 herein executed a Power of Attorney dated the 3rd day of December, 2012, in favour of one Mr. Rahul Kyal and Mr. Gaurav Dugar and registered with the District Sub-Registrar IV, South 24 Parganas in Book No. 1, CD Volume No.1, Pages 3379 to 3394, Being No. 00186 for the year 2013, the Executants therein authorized the said Mr. Rahul Kyal and Mr. Gaurav Dugar to deal with All That the piece and parcel of land mentioned therein more fully and particularly described in the Schedule thereunder written, being a part of the said land for the purpose of development of the same and to sell transfer the saleable and/or transferable portions of the proposed new buildings to be constructed on the said land.

F) By a Deed of Cancellation of date made between the Owner nos.1, 2 and 3 herein therein collectively referred to as the Owners of the First Part, the said



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3 Vinayak Ventures therein referred to as the First Developer of the Second Part and one PS Vinayak Complex LLP therein referred to as the second Developer of the Third Part and registered at the office of the District Sub-Registrar- IV, South 24-Parganas, in Book No.I, the said Agreement was cancelled by and between the parties on the terms and condition mentioned therein.

G) By a Deed of Revocation of Power of date made between the Owner nos.1, 2 and 3 herein therein collectively referred to as the Owners of the One Part and the said Mr. Rahul Kyal and Mr. Gaurav Dugar therein jointly referred to as the Attorneys of the Other Part and registered at the office of the District Sub-Registrar- IV, South 24-Parganas in Book No.IV, the Owners have revoked the above recited Power of Attorney altogether and the said revocation was duly accepted by the said Attorneys.

H) Now the Owners herein and the Developer herein have negotiated and arrived at an agreement to develop the said land for mutual benefit.

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

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

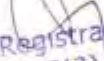
ARCHITECT - shall mean such person or persons who may be appointed by the Developer in consultation with the Owners as the Architect for the Complex.

ASSOCIATION - shall mean any company under the Companies Act, 2013 or any Association or any Syndicate or a Committee or registered Society as may be formed by 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.

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/scooters.

CLOSING DATE - shall mean the date, after receiving the notice of completion as provided hereafter and realization of their proportionate revenue from the




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Project Bank Account, on which the Owners and Developer will mutually decide to close the rights and obligations under this Agreement.

COMMON AREAS, FACILITIES AND AMENITIES – shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, roofs of the buildings, overhead water tanks, water pumps and motors, drive-ways, common lavatories, Generator, transformer, Effluent Treatment Plant, Fire Fighting systems, rain water harvesting areas, installations for common use and facilities for the complex, which may be decided by the Developer in its discretion 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.

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.

COMPLETION DATE – shall mean the date of completion of the execution of the Project by the Developer and more fully stated in Clause no.9.4 hereunder.

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




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DEPOSITS/EXTRA CHARGES/TAXES – shall mean the amounts specified in the **Fourth Schedule** hereunder to be deposited/paid by transferees of the units or their respective transferees as the case may be to the Developer.

DEVELOPER'S ALLOCATION - shall mean 75% (seventy five percent) of the Gross Sales Revenue generated from the sale of various flats, units, apartments and/or constructed spaces of the new 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 in the Said Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and the signage spaces in the Complex **AND TOGETHER WITH** all areas earmarked as excluded and reserved areas which are not for common uses.

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 into of the said land and every part thereof for the purpose of developing the Project;
- (b) the Developer in consultation with the Owners shall exercise full, free, uninterrupted, exclusive and irrevocable marketing in respect of the saleable areas of the Project by way of sale, or any other manner of transfer or creation of third party rights therein, have control with respect to the pricing of the saleable area to be constructed on the said land and enter into agreements with such Purchasers as it deems fit and on such marketing or sale, to receive the full and complete proceeds as per the terms herein and give receipts and hand over ownership, possession, use or occupation of the saleable area and proportionate undivided interest in the land underneath i.e. the said land;
- (c) carry out the construction/development of the Project and remain in possession and peaceful enjoyment of the said Land or any part thereof until the completion of development of the Project and marketing or sale of the saleable area on the said land 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



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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;

(g) make applications to the concerned Governmental Authority or semi-governmental authority in respect of, and carry out, all the infrastructure work, including levelling, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical transformer and all other common areas and facilities for the proposed building to be constructed on the said land as may be required by any Approval, layout plan, or order of any Governmental Authority or semi-governmental authority and 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, the development of and construction of building 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) launch the Project for sale of the units;

(k) 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 sale of the saleable area to be constructed on the said Land as envisaged herein;

(l) manage the said land and the property 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;

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

(n) demarcate the common areas and facilities, and the limited common areas and facilities in the Project in the sole discretion of the



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Developer, as per the lay out plan and applicable law and to file and register all requisite deeds and documents under the West Bengal Apartment Ownership Act, 1972 with the competent authority;

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

GROSS SALES REVENUE – shall mean and include all the amounts to be received by the Developer towards consideration for the sale of units comprising of flats, prime location charges, floor rise charges, car parking space usage charges, in the proposed Project but shall not include the VAT, service tax, or any other present and future tax payable on sale of the units, as applicable, collection of various extras and deposits mentioned hereunder, share money, society membership fees, stamp duty, registration fee and other incidental and allied costs, expenses, of all deeds, documents, agreements, collected from the transferee/purchaser.

MAINTENANCE-IN-CHARGE – shall mean any company under the Companies Act, 2013 or a Committee as may be formed by 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 and shall include the Developer or such agency or any outside agency to be appointed by the Developer till the formation of such body and handing over charge of the Complex by the Developer to such body 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.

MARKETING – shall mean marketing, selling, leasing, letting out or otherwise dealing with any space in the complex to any transferee or tenant or licensee or lessee as the case may be for owning or occupying any flat, unit, apartment and/or constructed space by the Developer for self and on behalf of the Owners on mutual consent.

MARKETING EXPENSES – shall mean all expenses relating to or in connection with marketing of the Saleable Spaces comprised in the Complex, such as, fees or brokerage of Marketing Agent, advertisement expenses and such other expenses as may be mutually agreed by and between the Developer and the Owners.

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.



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OWNERS' ALLOCATION – shall mean 25% (twenty five percent) of all the Gross Sales Revenue generated from the sale of various flats, units, apartments and/or constructed spaces of the new 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 in the said land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and the signage spaces in the Complex **AND TOGETHER WITH** all areas earmarked as excluded and reserved areas which are not for common uses.

PLAN – shall mean the plan to be sanctioned by Kulerdari Gram Panchayet or 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 or agreed upon between the parties from time to time and approved by the sanctioning authorities.

PROJECT – shall mean the development of the said land and the construction, erection and completion of the Complex by the Developer in terms of this Agreement and the Plan.

PROPORTIONATE OR PROPORTIONATELY – according to the context shall mean the proportion in which the built up area of any Unit or Units may bear to the built-up area of all the Units in the Complex.

SAID LAND – shall mean All That the piece and parcel of land containing an area of 515 decimals, be the same a little more or less, lying and situate at Mouza Daulatpur, J.L. No.79, Mouza Sarmasterchak, J.L. No.17, both under Police Station Bishnupur, within the limits of Kulerdari Gram Panchayet and at Mouza Hanspukuria, J.L. No.20, Police Station Thakurpukur (formerly Behala), all in the District of South 24-Parganas, more fully and particularly described in the **First Schedule** hereunder written.

SAID SHARE – shall mean the undivided proportionate indivisible part or share in the said land as in the context would become applicable.

SALEABLE SPACES – shall mean all the areas comprised in the Units on the basis of super built area, car parking space including open car parking space Signage Space or any other area or space or any right in any area of space in the Complex which is capable of being sold by the parties hereto but does not include Common Area, Facilities and Amenities.



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SPECIFICATION – shall mean the specification for construction of the said Complex as mentioned in the **Fifth Schedule** hereunder written 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 Owners 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 any Unit in residential area or take on rent or lease any Unit in commercial area or shall have acquired or taken on rent or lease any Unit in the Complex.

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 or enactment of it for the time being in force and all instruments,



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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.
- viii) This Agreement does not create, constitute, assume any kind of sale or transfer of the said land in favour of the Developer.

3. **OWNERS' REPRESENTATIONS:**

The Owners have represented and warranted to the Developer as follows:-

- (a) The Owners are seized and possessed of and well and sufficiently entitled to the said land. No person other than the Owners has any right, title and/or interest, of any nature whatsoever in the said land or any part thereof.
- (b) The Owners have the marketable title in respect of the said land free from all encumbrances, charges, liens, lispendens, attachments, liabilities, trust of whatsoever nature. The Owners shall however answer all requisitions that may be made or raised by any Bank or financial institutions or Developer's Advocates in respect of the said land.
- (c) The Owners shall not do nor permit any one to do any act deed matter or thing which may affect the development, construction and marketability of the said New Building or which may cause charge, encroachments, litigations, trusts, liens, lispendens, attachments and liabilities on the said land or the project.
- (d) The said land or any part thereof is, so far as the Owners are 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 Owners and the said land 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 are pending against the Owners in respect of the said land or any part thereof and that the said land 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) are pending or threatened by or against the Owners in respect of the said land and in



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respect whereof the Owners may become liable to indemnify the Developer and as far as the Owners are aware there are no facts likely to give rise to any such proceedings.

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

(g) There is no excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976 comprised in the said Land.

(h) Subject to what has been stated in this Agreement, the Owners have 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.

(i) 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:**

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

5. **BASIC UNDERSTANDING:**

5.1 The Owners have satisfied the Developer about their title in respect of the said land based on the documents furnished and representations made by the Owners.

5.2 The Owners have agreed to grant exclusive right of construction, execution and development of the Project on the said land unto and in favour of the Developer and the Developer has agreed to construct, execute and develop the Project in accordance with the Plan and the Specifications with an object and intent that the Saleable Spaces, comprised in the Complex, shall be sold and the Gross Sales Revenue shall be shared by and between the parties hereto on the terms and conditions hereinafter stated.

6. **COMMENCEMENT:**

This Agreement commences and shall be deemed to have come in force on and with effect from the date of execution of this Agreement, mentioned above (**commencement date**) and this Agreement shall remain valid and in force till



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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.

7. **AUTHORITY TO ENTER:**

Simultaneously with the execution of this agreement the actual possession of the said Land shall be made over to the Developer by the Owners only as a licensee and such possession shall not be deemed to be a transfer under the Income tax Act or possession under section 53A of Transfer of Property Act, 1882. The Owners shall also allow the Developer to enter the said land for carrying out the works for development of the said land.

8. **STEPS FOR DEVELOPMENT OF THE LAND TO COMPRISE IN THE COMPLEX:**


8.1 The Parties have mutually decided the scope of the Project i.e. the development of the land to comprise in the Complex by construction of the New Buildings thereon, and commercial exploitation of the New Buildings and/or the complex. The Developer has conceptualized the project to be residential. However the Developer after consulting with the Owners may develop a part of the project for commercial purpose.

8.2 The Parties hereby accept the Basic Understanding between them as recorded above and all other terms and conditions mentioned in this Agreement. In consideration of Developer, agreeing to construct and complete the Owners' Allocation, the Owners agree to transfer their proportionate undivided share in the said land attributable to the saleable area of the Developer's Allocation to the Developer or its nominee or nominees being the Developer's Allocation in such part or parts as Developer may desire and hereby further grant the exclusive and absolute right to develop the said land. Such transfer shall take place after the Developer fulfills its obligations towards the Owners as mentioned in this agreement.

8.3 By virtue of the rights hereby granted the Developer is irrevocably authorized to build upon and exploit commercially the land to comprise in the Complex by (1) constructing the New Buildings, (2) dealing with the spaces in the New Buildings with corresponding undivided proportionate share in the land to comprise in the Complex and according to the respective allocations and the marketing format.

8.4 The Owners shall get the mutation of the said land in their own names in the records of Block Land and Land Reforms Office at Bishnupur-I and Thakurpukur-Metiabruz and shall bear all costs and expenses relating to the same. However, it is mutually agreed between the Parties that the Developer shall facilitate in the mutation process on behalf of the Owners.




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8.5 The Owners shall get conversion of the character of said land (change in mode of use or change in classification) from 'sali' to 'bastu/housing complex' in the records of the concerned Block Land and Land Reforms Office for development of the same and bear all costs and expenses relating to it. However, it is mutually agreed between the Parties that the Developer shall facilitate in the conversion process on behalf of the Owners.

8.6 The Developer shall at its own costs and expenses prepare the plans for the new buildings in the said project and shall have the same sanctioned by Kulerdari Gram Panchayet or South 24 Parganas Zilla Parishad or from the sanctioning authority for the time being in the names of the Owners at the cost and expenses of the Developer.

8.7 All other permissions, approvals, sanctions, no-objections and other statutory formalities for sanction of plan would be obtained by the Developer at its cost and expenses.

8.8 The development rights granted herein includes the exclusive right, authority and authorization to the Developer to:

- a. hold, occupy, enter upon and use the said land for the purposes of development of the said land by constructing building thereat at its own cost and expense and such other development and construction therein or thereon as may be necessary or appropriate;
- b. appoint reputed 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. carry out such other activities incidental to the foregoing or proper or desirable for the safe, efficient and economic implementation and operations of the proposed development.

It is however made clear that in carrying out any of the activities mentioned hereinabove or in exercising any of the rights conferred upon the Developer herein, the Developer shall not fasten any liability on the Owners and shall keep the Owners safe, harmless and indemnified against all liabilities, civil or criminal, and all costs, charges and expenses arising therefrom.

8.9 The Owners shall grant to the Developer and/or its Partners and/or nominees a registered Power of attorney after execution and registration of this Agreement for the following purposes:-



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- i) All purposes for obtaining sanction of plan including addition/alteration/modification thereof;
- ii) For obtaining various necessary permissions and sanctions from different authorities in connection with or related to the sanction of plan and construction and completion of the development and also pursuing and following up the matter with all authorities in this regard;
- iii) For obtaining temporary and permanent connections of water, electricity, drainage, sewerage, gas, lifts etc. in the said land.
- iv) For the purpose of executing Agreements for sale and other documents in respect of the saleable spaces.

8.10 While exercising powers and authorities under the Power(s) of Attorney to be granted by the Owners in terms hereof, the Developer shall not do any act, deed, matter or thing which would in any way infringe or prejudicially affect the rights of the Owners and/or go against the spirit of this agreement. The said Power(s) of Attorney shall be specific and valid for the purposes they would be given and shall not be revoked during the subsistence of this agreement.


8.11 The Owners 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 of whatsoever nature and within 7 day of the request being made and the documents being made available to the Owners. In addition to the aforesaid, the Owners shall sign, execute and register a General Power of Attorney authorizing the Developer or its officers to act, do and perform all or any of the obligations of the Owners mentioned above.

8.12 The Developer shall be entitled to have the said plan modified or amended from time to time at its own costs and expenses and shall also have the same sanctioned.

9. CONSTRUCTION AND COMMERCIAL EXPLOITATION OF NEW BUILDINGS:

9.1 The Owners hereby authorize the Developer to appoint the Architects and other consultants with the consultation of the Owners for execution of the Project. All costs charges and expenses in this regard including professional fees and supervision charges shall be discharged and paid by the Developer in this regard and the Owners shall have no liability or responsibility for the same.




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9.2 The Developer shall, at its own costs and expenses and without creating any financial or other liability (save and except agreed hereunder) on the Owners construct, erect and complete the New Buildings in pursuant to the final plans to be sanctioned by sanctioning authorities and as per the specifications mentioned in the **Fifth Schedule** hereunder and/or as be recommended by the Architects from time to time (collectively **Specifications**).

9.3 The Developer shall commence construction on the said land within 3 (three) months from the date of obtaining the final sanctioned plan and all other permissions, sanctions, approvals and no objections (including but not limited to the NOC issued from Pollution Control Board) required prior to commencement of construction (**commencement of construction**) from the concerned authorities.

9.4 The Developer shall construct, erect and complete construction of the Project within a period of 60 (sixty) months from the date of commencement of construction on the said land with a grace period of 12 (twelve) months, both subject to force majeure. Immediately after completion of execution of the Project, the Developer shall give a notice of completion of the Project to the Owners and the date on which the Owners receive such completion notice is hereinafter referred to as **the Completion Date**.

9.5 The decision of the Architects regarding measurement of area constructed and all aspects of construction including the quality of materials as per specifications shall be final and binding on the Parties.

9.6 The Developer shall at its own costs install and erect in the New Buildings, pump, water storage tanks, overhead reservoirs, water and sewage connection and all other necessary amenities.

9.7 The Developer is hereby authorized to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities required for the construction of the New Buildings but in no circumstances the Owners shall be responsible for the price/value, storage and quality of the building materials.

9.8 The Developer shall be authorized in the names of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage.

10. **POWERS AND AUTHORITIES:**

10.1 To enable the Developer to specifically perform its obligations arising out of this Agreement, the Owners hereby nominate, constitute and irrevocably appoint the Developer and persons nominated by the Developer to be the true



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and lawful attorneys of the Owners, 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 land to comprise in the Complex 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.
- (d) To apply for modifications of the Building Plans from time to time as may be required.
- (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 Owners and required for the construction of the New Buildings but in no circumstances the Owners 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 land to comprise in the Complex.
- (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 to comprise in the Complex and to claim refunds of such deposits and to give valid and effectual receipt and discharge on behalf of the Owners 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.



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- (i) To enter into Agreements for sale/lease/rent of the flats units apartments constructed spaces and car parking spaces along with or without the corresponding undivided share in the land to comprise in the Complex, on such terms and conditions as the Developer may think fit and proper.
- (j) To execute, present for registration and admit execution, before the appropriate authorities, Conveyances for sale/lease of the flats units apartments constructed spaces and car parking spaces along with or without the corresponding undivided share in the land to comprise in the Complex, on such terms and conditions as the Developer may think fit and proper, only upon getting the completion certificate from the competent authority by the Developer and only after handing over the vacant possession to the Owners.
- (k) To execute from time to time deeds of transfer of spaces comprised in the flats units apartments constructed spaces and car parking spaces along with or without the corresponding undivided share in the land to comprise in the Complex, to receive consideration, rents, deposits therefor and present the above documents for registration and admit the execution of such documents before the appropriate authorities.
- (l) To accept any service of writ of summons or other legal process on behalf of and in the name of the Owners and to appear in any court or authority as the Developer deems appropriate and to commence, prosecute and/or defend any action or legal proceedings relating to development of the land to comprise in the Complex and not relating to the title of the Owners (which shall be the responsibility of the Owners) 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 Owners 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 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.
- (l) To mortgage any unit out of the Developer's Allocation in the new buildings to be constructed thereon, in favour of any Bank to secure home loan of the intending purchaser and further to



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execute any further document or documents in furtherance of the above objective. Provided however the charge to be created by the Developer shall be limited to the Developer's Allocation and shall not extend to the allocation of the Owners and the loan so obtained shall only be utilized for this project.

- (m) 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 Owners could do in person.

10.2 The Owners 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.

10.3 Notwithstanding grant of the Power of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. for the purpose of development of the said land within 7 days of the reasonable request being made.

11. **TITLE DEEDS:**


The original documents of title in respect of the said land shall be held with the Owners respectively 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. However the Owners shall give inspection to the Developer (and any appointed and/or designated representatives) 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 within a period of three days from the date of notice in writing to the Owners.

12. **DEPOSITS AND FINANCIALS:**

12.1 The Developer has already paid and or refunded to the said PS Vinayak Ventures a sum of Rs.3,00,00,000/- (Rupees Three Crores only) on or before execution of the Deed of Cancellation of date which the said PS Vinayak Ventures had paid to the Owner nos.1, 2 and 3 herein, as interest free refundable/adjustable security deposit at the time of execution of the Agreement dated the 3rd day of December, 2012, which shall be treated here as the interest free refundable/adjustable security deposit (hereinafter referred to as **Deposit Amount**).

12.2 The Developer has not paid any sum of money as interest free refundable/adjustable security deposit to the Owner nos.4 to 49 herein. The Owner nos.4 to 49 herein hereby confirm, undertake and assure that they




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shall not raise any question or make any claim against the Developer with regard to said Deposit Amount as envisaged.

12.3 The Owner nos. 1, 2 and 3 herein shall refund the said Deposit Amount to the Developer on or before handing over possession of the Owners' allocation in the said land within one month from the date of receiving of completion certificate from the competent authority by the Developer.

12.4 The Developer shall maintain a separate bank account to be known as **Project Bank Account** which shall be credited with the gross sales revenue.

12.5 The Bank simultaneously after receiving the gross sales revenue from the Transferees/Purchasers shall transfer the proportionate revenue share of the Owners' Allocation to the Owners' nominated bank account after deducting the respective Service Tax and TDS.

12.6 All benefits under the Income Tax Act for borrowings made by the Developer would be available to the Developer and it would be entitled to claim all such benefits.

12.7 The Transferees/Purchasers shall pay or deposit the extras and deposits mentioned in the **Fourth Schedule** hereunder written for the Unit to be acquired with the Developer in a separate bank account which shall be held with the Developer exclusively.

13. DEALING WITH SPACES IN THE NEW BUILDINGS:

13.1 All the spaces in the new buildings will be marketed by the Developer or a common marketing agency, to be appointed by the Developer in consultation with the Owners (collectively **Marketing Format**).

13.2 The Developer and Owners in consultation with 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 to comprise in the Complex keeping in view the economics and market response of the project.

13.3.1 The marketing costs for the project, i.e. advertising costs, publicity costs, advertisement campaigns shall be shared by both the parties on actual basis in their respective proportion. However if such marketing costs for the project exceeds 1.5% of the gross sales revenue then the excess amount shall be borne by the developer solely.

13.3.2 The brokerage costs for marketing of the project shall be shared by both the parties on actual basis in their respective proportion. However if such



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Brokerage costs for marketing of the project exceeds 2% of the gross sales revenue then the excess amount shall be borne by the developer solely.

13.4 If the parties through the marketing agency are unable to sell or market the entire Saleable Spaces in the Complex within a period of one year from the Completion Date then the parties shall mutually fix a date for completion or closing the transaction under this agreement and the date so fixed by the parties shall mean **the Closing Date**.

13.5 On the Closing date the parties shall mutually demarcate the unsold saleable space of the Complex according to the market value of the Project on such date in accordance with their respective allocations. The Developer shall then handover to the Owners their allocation duly completed in all respect upon compliance of the obligations of the Owners.

13.6 Upon such demarcation of the Unsold Units/Saleable space the parties shall be entitled to deal with the same in any manner as the Parties desire. The deposits required to be made by the Transferees/Purchasers shall then be paid by the parties or their respective Transferees/Purchasers as the case may be.

13.7 The Developer on behalf of the Owners shall execute and register with the appropriate registering authorities all agreements, documents for transferring and/or demising of any saleable space in the New Buildings as aforesaid and Deeds of Conveyance only upon getting the completion certificate from the competent authority by the Developer for the said purpose unto and in favour of the Transferees/Purchasers and the cost for stamp duty and registration charges in respect thereof shall be borne by the intending Transferees/Purchasers as the case may be.

13.8 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 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 or that would be drafted by the Developer's Advocate/s in consultation with the Owners' Advocate and the parties hereby undertake to each other that neither of them shall deviate from the such restrictions stipulations, covenants, terms and conditions.

14. **MUNICIPAL TAXES AND OUTGOINGS:**

14.1 All Municipal rates and taxes, land revenue and outgoing or panchayat taxes on said land to comprise in the Complex relating to the period till 2012 shall be borne, paid and discharged by the Owners and such dues shall be borne and paid by the Owners as and when called upon by the Developer, without raising any objection thereto.



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14.2 From January, 2013 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 proportionately till such time the New Buildings are ready for occupation, after which, the Parties and/or their respective transferees or nominees shall become liable and responsible for payment property taxes and all other outgoings (collectively Rates) in the ratio of their respective allocations.

15. **PROJECT TAXES:**

15.1 The Developer shall be liable to pay, satisfy and discharge all the tax liabilities in relation to construction, execution and development of the Project (**Project Taxes**) including those on account of Sales Tax, Works Contract Tax, VAT and Service Tax except the taxes or the liabilities which are required to be paid by the Owners by reason the development of their land by the Developer.

15.2 The Developer is entitled to receive the Service Tax which will be paid by the Transferee/Purchaser in respect of the Unit in the said Complex to be constructed and/or the other saleable space of the Project. The same shall be deposited to the Project Bank Account by the Developer.

15.3 The Transferee/Purchaser may deduct Tax Deductible at Source (TDS) under the Income Tax Act. Such TDS shall be received by the Developer at the first instance and the same shall be credited in the Project Bank Account. The Developer shall reimburse to the Owners their proportionate share of TDS by adjusting the same from the Project Bank Account.

15.4 The Developer shall keep the Owners saved, indemnified and harmless from or against all demands and liabilities in any way arising out of or relating to the Project Taxes.


15.5 All statutory levies including VAT, Service Tax, Works Contract Tax and any other taxes as may be applicable for the Owners' Allocation in terms of the Agreement shall be entirely on account of the Owners.

16. **POST COMPLETION MAINTENANCE:**

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

16.2 The Developer or the Agency to be appointed shall manage and maintain the Common Portions and services of the New Buildings and shall collect the costs and service charge there of (**Maintenance in Charge**). It is clarified that




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The Maintenance Charge shall include premium for the insurance of the New Buildings, land tax, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges and charges of capital nature for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments.

17. COMMON RESTRICTIONS:

17.1 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.

17.2 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 16.1, with or without workmen, at all reasonable time, to enter into and upon the concerned space and every part thereof.

17.3 It is agreed between the parties that the Developer in consultation with the Owners shall frame a scheme for the management and administration of the New Buildings and all the occupiers of the building shall perpetually in succession abide by all the rules and regulations to be framed in connection with the management of the affairs of the New Buildings.

18. OBLIGATIONS OF THE DEVELOPER:

18.1 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.

18.2 The Developer shall be responsible for planning, designing development and construction of the New Buildings with the help of professional bodies, contractors, etc.

18.3 The Developer has assured Owners that it shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without default.

18.4 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 laborers, staff and employees engaged by it and shall alone be liable for any loss or for any claim arising from such construction and shall indemnify



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Owners against any claims, loss or damage for any default or failure or breach on the part of the Developer.

18.5 The marketing strategy, budget, selection of publicity material, media etc. shall be decided by the Developer in consultation with the Owners.

18.6 The Developer hereby agrees and covenants with Owners not to transfer and/or assign the benefits of this agreement or any portion thereof without the consent in writing of the Owners first obtained.

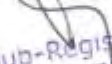
18.7 The Developer hereby agrees and covenants with Owners not to violate or contravene any of the provisions of the laws and rules applicable to construction of the New Buildings.

18.8 The Owners hereby agree and covenant 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 of any part or portion of the constructed area or saleable area.

18.9 For the purpose of carrying out the work of development herein envisaged, the Developer shall be entitled to appoint engage and employ such contractors, sub-contractors, engineers, laborers, mistries, caretakers, guards and other staffs and employees and at such remuneration and on such terms and conditions as may be deemed necessary by the Developer. Staff and employees engaged by the Developer, if any, shall be the employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc. The Developer indemnifies the Owners from any liability on account of accident, mishap, fire occurring in the development area with reference to any work being carried out by the Developer or its Agents/employees.

18.10 The Developer upon sanction of the plan can obtain project loan or advances from any bank or financial institution or anyone for the said project and for the said purpose shall be entitled to create mortgage or charge on the Developer's undivided share in the said land to comprise in the Complex or the Developer's allocation in the new buildings to be constructed thereon, in favour of any Bank by deposit of title deeds of the land to comprise in the Complex (equitable mortgage) or by executing simple mortgage deed or creating English mortgage, to secure project finance required by the Developer and further to execute any further document or documents in furtherance of the above objective, including executing letter evidencing deposit of title deeds, confirmation of title deeds, deliver the title deeds and to receive back the title deeds and further to acknowledge the debt and security in terms of Sections 18 and 19 of Limitation Act. Provided however the mortgage to be created by the Developer shall be limited to the Developer's allocation and shall not extend to the allocation of the Owners and the loan so obtained shall only be




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utilized for this project. For this purpose, the Owners have agreed to execute and/or join all deeds and documents in favour of any Banker (if required by the Banker) without raising any objection excepting that the Developer alone shall be liable and/or responsible for repayment of the loan together with the interest accrued due thereon and shall keep the Owners saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings arising there from including the Claim of the prospective purchasers of the Units.

19. **OBLIGATIONS OF THE OWNERS:**

19.1 The Owners undertake to fully co-operate with the Developer for obtaining all permissions required for development of the said land to comprise in the Complex.

19.2 The Owners undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.

19.3 The Owners shall provide the Developer with any and all documentation and information relating to the land to comprise in the Complex as may be required by the Developer from time to time.

19.4 The Owners shall not do any act, deed or thing whereby the Developer may be prevented from discharging their functions under this Agreement.

19.5 The Owners hereby covenant not to cause any interference or hindrance in the construction of the New Buildings.

19.6 The Owners hereby agree and covenant 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 of any part or portion of the saleable area.

20. **INDEMNITY:**

The Developer shall indemnify and keep Owners saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by Owners in relation to the construction of the New Buildings 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.



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21. **MISCELLANEOUS:**

21.1 The agreement entered into by and between the parties herein is and shall be on principal to principal basis.

21.2 The Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

21.3 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.

21.4 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.

21.5 It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of Owners. Further, various applications and other documents may be required to be signed or made by Owners relating to which specific provisions may not have been mentioned herein. The Owners 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 Owners 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 Owners and/or go against the spirit of this Agreement.

21.6 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

21.7 The name of the Project shall be decided by the Developer and shall not be changed under any circumstances.

21.8.1 The Owners have some other landed property adjacent to the said land (hereinafter referred to as the **said second phase land**). It has been agreed between the Owners and the Developer that the Developer shall develop the said second phase land for which both the parties shall enter into another Agreement for Development subject however that the Owners would provide an



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area of not less than 10 Bighas of contiguous and non-encumbered land adjacent to the said land.

21.8.2 The terms and conditions, of such Agreement for Development shall be mutually decided by the parties at that point of time. It has been further agreed that the Developer shall pay a sum of Rs 3,00,00,000/- (Three Crores only) at the time of signing such Agreement for Development for the said second phase land if the Owners provide 20 Bighas of land. However in the event the Owners provide less than 20 Bighas of land then the security deposit shall reduce proportionately. In the event the Owners provide more than 20 Bighas of land then the security deposit shall increase proportionately. However, it is agreed by and between the Owners and the Developer herein, that if the terms and conditions for such Agreement for Development for the said second phase land are not acceptable by either of the parties then they can opt out of such Agreement for Development for the said second phase land. The Owners also shall be at the liberty to develop the said second phase land with any other developer or by themselves after the opting out of such Agreement for Development for the said second phase land.

21.8.3 The Developer at its own costs shall construct an internal pathway from the said land till the entrance of the said second phase land (hereinafter referred to as the **said internal pathway**). The Owners shall always have an irrevocable right to access the said internal pathway, in the event the Developer opt out to not enter into such Agreement for Development in respect of the said second phase land, the Owners still shall have the exclusive right to utilize and access the said internal pathway for development of the said second phase land. The end users of the Project shall also not hinder the Owners' right of usage of the said internal pathway which shall be used by the Owners for the said second phase land. It is also agreed herein that in the Agreement for Sale with the said end users there shall be the covenants to be inserted in respect to this regard.

21.8.4 The Developer and the end users of the Project shall have full and free right of easement and/or access over the said internal pathway and this internal pathway may be used for the purpose of getting all facilities i.e. electricity, water connections, etc. at all times hereafter.

21.9 All the previous agreements, understandings and arrangements by and between the parties shall stand cancelled or superseded by this agreement and this agreement shall prevail. The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

21.10 The Developer hereby agrees and covenants that the plan would be sanctioned with an FAR of 2.5 on the said land. In the event of failure on the part of the Developer to achieve the FAR of 2.5, the Developer shall



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compensate the Owners with the shortfall in the said FAR as per their proportionate revenue share of the Owners' Allocation.

22. **FORCE MAJEURE:**

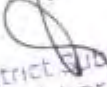
22.1 Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Indenture, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Indenture, including, without limitation, flood; fire; explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, 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.

22.2 If either Party is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, that Party shall forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof, and for such time after the cessation, as is necessary for that Party, using all reasonable endeavors, to re-commence its affected operations in order for it to perform its obligations. Neither the Owners nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

22.3 In the eventuality of Force Majeure circumstances the time for compliance of the obligation shall stand extended by such period being the time of commencement of force majeure condition to the completion thereof and 7 days thereafter.

22.4 The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavors to bring the event of Force Majeure to a close or to find a solution by which the Agreement may be performed despite the continuance of the event of Force Majeure.




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23. DEFAULTS:

23.1 The following shall be the events of default :-

- a) If the Owners fail to apply for and obtain mutation of the said land in their own names in the records of Block Land and Land Reforms Office at Bishnupur-I and Thakurpukur-Metiabruz or any other competent authority in terms hereof.
- b) If the Owners fail to apply for and obtain conversion of the character of said land (change in mode of use or change in classification) from 'sali' to 'bastu/housing complex' in the records of the concerned Block Land and Land Reforms Office or any other competent authority in terms hereof.
- c) If the Owners fail to comply with any other obligation contained herein.
- d) If the Developer fails to construct, erect and complete the complex within the time and in the manner contained herein.
- e) If the Developer fails to comply with any other obligations contained herein.


23.2 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 their obligation in default within the time and in the manner to be mentioned in the said notice.

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

23.4 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.

23.4.1 On expiry of the said period of notice, if the defaulting party are the Owners, then the Developer shall be entitled to take over the responsibility of the defaulted item or items upon themselves on behalf of the Owners and shall be entitled to complete the same at the risk, costs and expenses of the Owners. In the event of dispute between the parties as to the quantum of the costs and expenses, the same shall be decided by arbitration.




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23.4.2 In the event, the Developer is unable to rectify the breach or the default inspite of its efforts within a period of 3 months, then the Developer shall be entitled to serve one month's notice of termination of this agreement.

24. **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.

25. **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 and expressly referring to the relevant provision of this Agreement.

26. **NOTICE:**

26.1 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 Owners are concerned the notice should only be given to:

Ashutosh Mukhopadhyay,
son of Late Prafulla Kumar Mukhopadhyay,
Premises no.119, Bhupen Roy Road,
Post Office and Police Station Behala,
Kolkata 700 034

So far as the Developer is concerned the notice should only be given to:

PS Vinayak Complex LLP,
122/1R, Satyendranath Majumdar Sarani,
Post Office and Police Station Tollygunge,
Kolkata 700 026

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

26.2.1 If delivered personally, at the time of delivery.

26.2.2 If sent by prepaid recorded delivery or registered post or courier service, on the 4th day of handing over the same to the postal authorities.



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26.2.3 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.

26.3 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.

27. **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 and also claim any loss, damage costs and expenses caused due to such breach.

28. **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, 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.

THE FIRST SCHEDULE ABOVE REFERRED TO :
(SAID LAND)

ALL THAT the piece and parcel of land containing an area of 515 decimals, be the same a little more or less, lying and situate at Mouza Daulatpur, J.L. No.79, Mouza Sarmasterchak, J.L. No.17, both under Police Station Bishnupur, within the limits of Kulerdari Gram Panchayet and at



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Mouza Hanspukuria, J.L. No.20, Police Station Thakurpukur (formerly Behala), all in the District of South 24-Parganas comprised in the following manner:-

R. S. DAG NOS.	L. R. DAG NOS.	TOTAL LAND (DECIMAL)	SAID LAND (DECIMAL)
MOUZA HANSPUKURIA			
501	701	20	10
502	700	7	4
501/773	702	6	3
501/774	703	18	9
MOUZA SARMASTERCHAK			
113	112	12	6
114	113	9	5
115	114	29	29
116	115	33	14
117	116	88	55
MOUZA DAULATPUR			
23	23	13	9
27	27	22	6
28	28	47	16
29	29	58	37
30	30	68	41
31	31	69	25
32	32	60	11
33	33	153	61
34	34	82	63
48	48	72	72
49	49	74	39
TOTAL		940	515

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 said land to the Municipal/Panchayat Duct.





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3. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the said land.
4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the said land.
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, 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 said land.
11. Generator its installations and its allied accessories and room.
12. Lifts and their accessories installations and spaces required therefor.
13. Certain areas shall be earmarked as Excluded and Reserved areas and shall not be open for common use such as (I) part of the top roof of the Blocks not meant for common use including the roof of the overhead water tanks and lift machine rooms, the parapet walls of and all constructions on the top roof, (II) Open terraces on any floors of the Blocks (III) the Parking spaces of the Blocks (Save and except the parking space, roof, terraces (IV) the elevation and the exterior of the Blocks (V) Gardens/ Lawns (VI) Transformer, Effluent Treatment Plant etc., water treatment unit, D.G and (VII) Such other open and covered spaces which is hereinafter expressed or may from time to time be expressed or intended not to be a common portion and the rights thereto.

THE THIRD SCHEDULE ABOVE REFERRED TO :
(COMMON EXPENSES)




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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 reinstating 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.
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.



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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 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 owners 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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THE FOURTH SCHEDULE ABOVE REFERRED TO :
(DEPOSITS/EXTRA CHARGES/TAXES)

- **Special Amenities/Facilities:** provision of any special amenities/facilities in the common portions (save and except those described in the Fifth Schedule).
- **Upgradation of fixtures and fittings:** at any buyer's request, any improved specifications of construction, any internal change made in the layout and/or upgradation of fixtures and fittings of any unit over and above the Specifications described.
- **Common Expenses/Maintenance Charges/Deposits:** proportionate share of the common expenses/maintenance charges as may be levied.
- **Transformer and allied installation:** Obtaining HT/LT electricity supply from the supply agency through transformers and allied equipments.
- Formation of Association.
- **Taxes:** deposits towards Municipal/Panchayat rates and taxes, etc.
- Service Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body payable on the transfer of the Owners' allocation by the Developer to the Owner shall be paid by the Owners.
- **Electricity Meter:** Security deposit and all other billed charges of the supply agency for providing electricity meter to the Said Complex, at actual.
- **Generator:** stand-by power provision to the Said New Building from diesel generators.

THE FIFTH SCHEDULE ABOVE REFERRED TO :
(SPECIFICATIONS)

Living / Dining / Lobby / Passage	
Floor	Tiles
Walls & Ceiling	Wall Putty/Plaster of Paris
Bedrooms	
Floor	Tiles



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Walls	Wall Putty/Plaster of Paris
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Kitchen

Walls	Rectified Joint Free tiles up to 2'- 0" on counter walls and wash areas , Balance Wall Putty/Plaster of Paris
Floor	Tiles
Fitting / Fixtures	Stainless Steel Sink with Essco or equivalent make fittings.

Bathrooms

Walls & Floor	Walls - Joint Free Rectified tiles, Floor - Anti Skid Ceramic tiles
Sanitary Ware / CP Fittings	Parry ware / Hind ware or equivalent brands sanitary ware and Essco or equivalent make fittings

Doors & Windows

Entrance Doors	Decorated Flush Doors
Internal Doors	Flush Doors.
Windows	Aluminum windows.

Electrical

Modular switches and copper wiring.	
Power Backup	For common areas
Apartment Type	Power Backup at extra cost

Security System

CCTV camera surveillance	
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Lobby

Entrance Lobby	Exquisitely designed at ground floor
Lift	Lift of reputed make



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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 SEALED AND DELIVERED by the OWNERS at Kolkata in the presence of:

1. Priyanka Ghosh
122/1R SNM Sarani
Kolkata- 26

2. Ram/Amal Datta
33/4, m. B. Road.
Kolkata - 60

Ashutosh Mukhopadhyay

Bratati Mukhopadhyay

Shobhitha Mukherjee

PHOBOS TOURS & TRAVEL PRIVATE LIMITED

THYONE RETAIL PVT. LTD.

GALTONIA BUILDERS PVT. LTD.

THYONE HERBAL PRODUCTS PVT. LTD.

CUSSONIA HEIGHTS PVT. LTD.

PHOBOS AGRO MARKETING PVT. LTD.

PHLOMIS DEVELOPERS PVT. LTD.

BAHIAGRASS HOUSING PVT. LTD.

COLLETIA HOUSING PVT. LTD.

KUDZU GRIHA PVT. LTD.

BIARUM BUILDERS PVT. LTD.

THYONE AGRI PRODUCTS PVT. LTD.


FRINGECUP BUILDERS PVT. LTD.

REEDGRASS HOUSING PVT. LTD.

RHAMNUS REALTY PVT. LTD.

Ashutosh Mukhopadhyay
Director/Authorized Signatory




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SOURSOP REALTY PLUS PVT. LTD.

BALLOTA HOUSING PVT. LTD.

MAIDENGRASS HOUSING PVT. LTD.

THYONE FILTERS PVT. LTD.

ANTHRISCUS REALTY PVT. LTD.

MONTIPORA BUILDERS PVT. LTD.

THYONE TRAVELS PVT. LTD.

PHOBOS COMPUTERS PVT. LTD.

PHOBOS BOOKS AND PERIODICALS PVT. LTD.

THYONE BOOKS & PERIODICALS PVT. LTD.

THYONE AGRO MARKETING PVT. LTD.

THYONE INTERIOR DECORATORS PVT. LTD.

PHOBOS-AGRI COMMERCIAL PVT. LTD.

THYONE IMAGE & GRAPHICS PVT. LTD.

THYONE IT SOLUTIONS PVT. LTD.

DEIMOS MANAGEMENT CONSULTANTS PVT. LTD.

Sobhantha Mukherjee
Director Authorised Signatory



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PHOBOS RETAIL PRIVATE LIMITED
 PHOBOS IT SOLUTIONS PRIVATE LIMITED
 BAS HERBAL PRODUCTS PRIVATE LIMITED
 DEIMOS TRAVELS PRIVATE LIMITED
 DEIMOS COMPUTERS PRIVATE LIMITED
 DEIMOS HERBAL PRODUCTS PVT. LTD.
 THYONE COMPUTERS PVT. LTD.
 T. AIR INFRACON PVT. LTD.
 T. TAKA REALESTATE PVT. LTD
 EKARAJ BUILDCON PVT. LTD
 PITAYA REALTY PVT. LTD.
 FOUNTAINGRASS BUILDERS PVT. LTD.
 SHOEBILL REALTY PVT. LTD.
 VETIVER REALTY PVT. LTD.
 LEYMUS REALTY PVT. LTD.

Pragata Samprati
 Director Authorised Signatory

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

1. *Priyanka Ghosh*

PS VINAYAK COMPLEX LLP
[Signature]
 Partner / Authorised Signatory

2. *Armi Kumal Datta*

PS VINAYAK COMPLEX LLP
[Signature]
 Partner / Authorised Signatory

Drafted by,









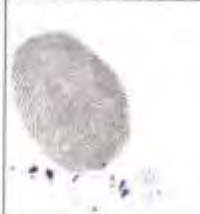





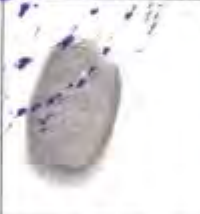














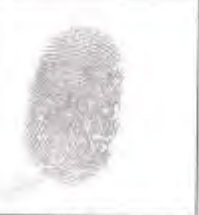



Atangis Reza F-1194/23
 Advocate

Alipore Judges Court
Kol-27

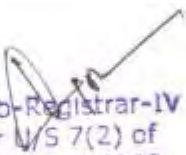


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SPECIMEN FORM FOR TEN FINGER PRINTS

 <i>Ashutosh Mukhopadhyay</i>	<i>Ashutosh Mukhopadhyay</i>					
		Little Ring Middle Fore Thumb				
		(Left Hand)				
						
Thumb Fore Middle Ring Little						
(Right Hand)						
 <i>Brata Mukhopadhyay</i>	<i>Brata Mukhopadhyay</i>					
		Little Ring Middle Fore Thumb				
		(Left Hand)				
						
Thumb Fore Middle Ring Little						
(Right Hand)						
 <i>Adhitha Mukherjee</i>	<i>Adhitha Mukherjee</i>					
		Little Ring Middle Fore Thumb				
		(Left Hand)				
						
Thumb Fore Middle Ring Little						
(Right Hand)						




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SPECIMEN FORM FOR TEN FINGER PRINTS

 <p><i>Anvita Sangrathi</i></p>	<p><i>Anvita Sangrathi</i></p>					
		<p>Little Ring Middle Fore Thumb</p>				
		<p>(Left Hand)</p>				
						
		<p>Thumb Fore Middle Ring Little</p>				
		<p>(Right Hand)</p>				
 <p><i>Anurag Kumar</i></p>	<p><i>Anurag Kumar</i></p>					
		<p>Little Ring Middle Fore Thumb</p>				
		<p>(Left Hand)</p>				
						
		<p>Thumb Fore Middle Ring Little</p>				
		<p>(Right Hand)</p>				
 <p><i>Anurag Kumar</i></p>	<p><i>Anurag Kumar</i></p>					
		<p>Little Ring Middle Fore Thumb</p>				
		<p>(Left Hand)</p>				
						
		<p>Thumb Fore Middle Ring Little</p>				
		<p>(Right Hand)</p>				



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Annexure A

List of Indentures of Conveyance

SL. NO.	OWNERS' NAME	DEED NO.	L.R. DAG NOS.	AREA (DEC.)
1	SIDDHARTHA MUKHERJEE	DEED NO.7056/11	23	9
		DEED NO.1656/13, DEED NO. 1759/13, DEED NO. 3667/13	29	5
			31	3
2	ASHUTOSH MUKHOPADHYAY	DEED NO.3793/03	30	9
		DEED NO. 2543/05	31	2
		DEED NO. 6141/06	33	2
		DEED NO. 6142/06	34	6
3	BRATATI MUKHOPADHYAY	DEED NO. 334/04	33	9
			34	7
4	PHOBOS TOURS & TRAVEL PVT. LTD.	DEED NO. 2390/15	27	6
5	THYONE RETAIL PVT LTD	DEED NO.2388/15	28	10
6	GALTONIA BUILDERS PRIVATE LIMITED		28	6
			DEED NO.5444/15	29
7	THYONE HERBAL PRODUCTS PVT LTD	DEED NO.2558/15	29	10
8	CUSSONIA HEIGHTS PRIVATE LIMITED	DEED NO.5445/15	29	10
9	PHOBOS AGRO MARKETING PRIVATE LIMITED	DEED NO.2556/15	29	10
10	PHLOMIS DEVELOPERS PRIVATE LIMITED	DEED NO.5446/15	30	10
11	BAHIAGRASS HOUSING PRIVATE LIMITED	DEED NO.5443/15	30	10
12	COLLETIA HOUSING PRIVATE LIMITED	DEED NO.5441/15	30	10
13	KUDZO GRIHA PRIVATE LIMITED		31	2
			48	8
14	BIARUM BUILDERS PRIVATE LIMITED	DEED NO. 5317/15	31	10
15	THYONE AGRI PRODUCTS PVT. LTD.	DEED NO.1529/13	32	8
16	FRINGECUP BUILDERS PRIVATE LIMITED	DEED NO. 5318/15	33	10
17	REEDGRASS HOUSING PRIVATE LIMITED		33	10
			DEED NO. 5319/15	33
18	RHAMNUS REALTY PVT. LTD.	DEED NO.5912/15	33	10
19	SOURSOP REALTY PLUS PVT. LTD.	DEED NO.5910/15	33	10
20	BALLOTA HOUSING PVT. LTD.	DEED NO.5915/15	34	10
21	MAIDENGRASS HOUSING PVT. LTD.	DEED NO.5914/15	34	10
22	THYONE FILTERS PVT. LTD.	DEED NO.5913/15	34	10



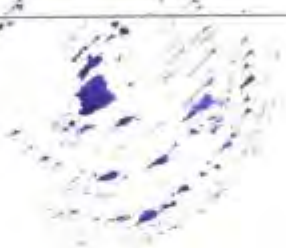
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23	ANTHRISCUS REALITY PVT. LTD.	DEED NO.5916/15	34	10
24	MONTIPORA BUILDERS PVT. LTD.	DEED NO.5917/15	34	10
25	THYONE TRAVELS PVT. LTD.	DEED NO.2553/15	48	10
26	PHOBOS COMPUTERS PVT LTD	DEED NO.2543/15	48	10
27	THYONE BOOKS & PERIODICALS PVT. LTD.	DEED NO.2554/15	48	10
28	THYONE AGRO MARKETING PVT. LTD.	DEED NO.2550/15	48	10
29	THYONE INTERIOR DECORATORS PVT. LTD.	DEED NO.2552/15	48	10
30	PHOBOS AGRI COMMERCIAL PVT LTD	DEED NO.2541/15	48	10
31	THYONE IMAGE & GRAPHICS PVT. LTD.	DEED NO.2551/15	48	4
32	THYONE IT SOLUTIONS PVT. LTD	DEED NO.6456/13	49	7
33	PHOBOS BOOKS AND PERIODICALS PVT. LTD.	DEED NO.2557/15	49	10
34	DEIMOS MANAGEMENT CONSULTANTS PVT. LTD.	DEED NO.2555/15	49	10
35	PHOBOS RETAIL PRIVATE LIMITED	DEED NO.2544/15	114	10
36	PHOBOS IT SOLUTIONS PVT. LTD.	DEED NO.2549/15	114	10
37	BAS HERBAL PRODUCTS PVT.LTD.	DEED NO.2545/15	116	10
38	DEIMOS TRAVELS PVT. LTD.	DEED NO.2540/15	116	10
39	DEIMOS COMPUTERS PVT. LTD.	DEED NO.2548/15	116	10
40	DEIMOS HERBAL PRODUCTS PVT LTD	DEED NO.2546/15	116	10
41	THYONE COMPUTERS PVT. LTD.	DEED NO.2542/15	116	10
42	ECLAIR INFRACON PRIVATE LIMITED		112	2
		DEED NO.07810/14	113	2
		DEED NO.11065/14	700	2
		DEED NO.11066/14	701	3
			702	1
			703	3
		DEED NO.06898/15	32	1
DEED NO.6859/15, DEED NO.6860/15, DEED NO. 6363/15	49	4		
43	ETAKA REALESTATE PVT LTD	DEED NO.07810/14	112	2
			113	2
		DEED NO.11065/14	700	1
		DEED NO.11066/14	701	4
			702	1
			703	3
		DEED NO.06898/15	32	1
DEED NO.6859/15, DEED NO.6860/15, DEED NO.6363/15	49	4		
44	EKARAJ BUILDCON PVT LTD		112	2
		DEED NO.07810/14	113	1



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		DEED NO.11065/14	700	1
		DEED NO.11066/14	701	3
			702	1
			703	3
		DEED NO.6898/15	32	1
		DEED NO.6859/15, DEED NO. 6860/15, DEED NO. 6363/15	49	4
45	PITAYA REALTY PVT. LTD.	DEED NO.6467/15	33	10
46	FOUNTAINGRASS BUILDERS PVT. LTD.	DEED NO.6468/15	114	9
47	SHOEBILL REALTY PVT. LTD.	DEED NO.6465/15	115	10
48	VETIVER REALTY PVT. LTD.	DEED NO.6466/15	115	4
			116	5
49	LEYMUS REALTY PRIVATE LIMITED	DEED NO.5442/15	30	10
TOTAL				515





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