

1  
Sri Bablu Kumar Naskar - 37/2014



Serial No :

## NOTARIAL CERTIFICATE

TO ALL TO WHOM THESE PRESENTS SHALL COME I, SRI BABLU KUMAR NASKAR, duly appointed by the Government of West Bengal as NOTARY and practising within the city of Kolkata, Union of Indian do hereby certify that the Paper Writings 'A' are

presented before me by the Executant (s).

" Development Agreement. "

Rabi Shannax Ghoshal, S/o Sri Sarbatosh Ghosal. Residing at Mastabadi. Amtala. P.O. Garia. Kal- 84. AND. City Star Ganguly Projects Ltd. office at 159, Garia Station Road. Kal- 84. Partnes. Chand Ratan Modi. Sri Trilok Chand Modi. at 4A, Bright Street. Kal- 19.

who has/have been properly indentified.

hereinafter referred to as the Executant(s) this the

17 APR 2014

EXECUTANT having admitted the Execution on the Paper Writings 'A' and being satisfied as to the Identity of the Executant(s), I have attested the Execution .

IN FAITH AND TESTIMONY WHERE OF, I SRI BABLU KUMAR NASKAR the said NOTARY have hereunto subscribed my name and of fixed my Seal of Office on this the

17 APR 2014



*Bablu Kumar Naskar*

NOTARY

SRI BABLU KUMAR NASKAR

Regn. No. 102/2007  
Alipore Police Court,  
Kolkata- 700 027

Mob- 9830138209



17 APR 2014

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL



70AA 778530

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** is made on the **16<sup>th</sup>** day of **April, 2014** (two thousand fourteen) **BETWEEN SRI RABI SHANKAR GHOSHAL** son of- Sri Sarbatosh Ghoshal, by faith- Hindu, by occupation- Business, by Nationality- Indian, residing at- Fartabad, Amtala, P.O.- Garia, Kolkata- 700084, hereinafter referred to as the **LANDOWNER** (which term or expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to mean and include his heirs, successors, executors, administrators, legal representatives, assigns) of the **ONE PART**

For Crystal Galaxy Projects LLP

Partner  
Rabi Shankar Ghoshal



17 APR 2014

of Late Gouranga Das jointly inherited the said land measuring



17 APR 2014

2879

26 MAR 2016

19

A. K. Chatterjee  
Advocate  
Sealdah Court

সিদ্ধান্ত দেওয়া গেল যে  
১. বি. অম. আদ. এ.  
সংখ্যা - ১০০



AND



**CITY STAR GANGULY PROJECTS LLP** a Partnership firm registered under the provisions of Limited Liability Partnership Act, 2008 having its registered office at- 159, Garia Station Road, Kolkata- 700084 and represented by one of its Partners **SRI CHAND RATAN MODI** son of Trilok Chand Modi, by faith- Hindu, by occupation- Business, residing at- 4A, Bright Street, Kolkata- 700019, hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor or successors-in-office and/or assigns) of the **OTHER PART**.

**WHEREAS** the **LANDOWNER** herein is now the owner of the Danga land measuring about 8 decimal which is free from all encumbrances, lien, lispendences, charges whatsoever, hereunder written and the said land has been more fully and particularly described in the First Schedule hereunder written.

**AND WHEREAS** the name of Bhutnath Naskar has been published in the Revisional Settlement Record of Rights (Parcha) as the recorded owner in respect of the land measuring about 8 decimal in R.S. Khatian No. 1418, R.S. Dag No. 1596, Mouza- Barhans Fartabad morefully described in the First Schedule hereunder;

**AND WHEREAS** after the demise of Bhutnath Naskar on 30.11.1983, his 2 (two) sons namely Tushar Kanti Naskar, Tapas Kanti Naskar and only daughter Sikha Das (now deceased), wife of Late Gouranga Das jointly inherited the said land measuring

17 APR 2014

For Citystar Ganguly Projects LLP,  
*Rabi Sanjay Chakraborty*  
 Partner

*Rabi Sanjay Chakraborty*





about 8 decimal in R.S. Khatian No. 1418, R.S. Dag No. 1596, Mouza- Barhans Fartabad morefully described in the First Schedule hereunder, under the provisions of Hindu Succession Law and after the demise of Sikha Das on 18.07.2008 (her husband Gouranga Das pre-deceased her on 30.03.1999) her only son Debasish Das inherited her share of land in the afore-stated land with his other co-sharers and thereafter on 06.02.2014 (1) Sri Tushar Kanti Naskar, (2) Sri Tapas Kanti Naskar, (3) Sri Debasish Das jointly gifted the said land of 8 decimal as stated in the First Schedule written hereunder to Sri Rabi Shankar Ghoshal (the Landowner herein) by virtue of a Deed of Gift registered before A.D.S.R. Sonarpur and recorded in Book No. I, C.D. Volume No. 3, Pages 2531 to 2542, Being No. 1190, for the year 2014;

**AND WHEREAS** thus the Landowner herein by virtue of the afore-stated Deed of Gift became the owner of the land measuring about 8 decimal be the same a little more or less, more fully and particularly described in the First Schedule hereunder written and presently he is enjoying the absolute ownership of the same;

**AND WHEREAS** the Landowner herein evinced an intention to develop the said premises by constructing one or more building or buildings and/or on part thereof comprising self contained residential flats, car parking spaces subject to all requisite permission and/or sanction from the appropriate authorities and not having substantial expertise and/or technical know how further expressed and intention to enter into a joint venture agreement for development substantially expressed and expertise in the field.

For Chystar Ganguly Projects LLP...

*[Signature]*  
Partner

17 APR 2014





**AND WHEREAS** coming to know of such intention of the Landowner, the Developer approached the Landowner to enter into a joint venture scheme for development of the "Said Premises" and upon due consideration of such proposal the Landowner has agreed to such proposal and framed a scheme of development on the basis of the terms mutually agreed between them as hereinafter appearing.

**NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed by and between the parties hereto as follows:-

#### **ARTICLE-I-DEFINITION**

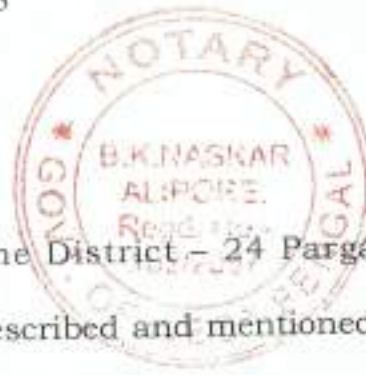
In this Development Agreement unless it be contrary or repugnant to the context the following words shall have the following meaning:-

- 1.1 **LANDOWNER** shall mean **SRI RABI SHANKAR GHOSHAL** son of Sri Sarbatosh Ghoshal, by faith- Hindu, by occupation- Business, by Nationality- Indian, residing at- Fartabad, Amtala, P.O.- Garia, Kolkata- 700084.
- 1.2 **DEVELOPER** shall mean and include **CITY STAR GANGULY PROJECTS LLP** a Partnership Firm registered under the provisions of Limited Liability Partnership Act, 2008 having its registered office at- 159, Garia Station Road, Kolkata- 700084 and represented by one of its Partners **SRI CHAND RATAN MODI** son of Trilok Chand Modi, by faith- Hindu, by occupation- Business, residing at- 4A, Bright Street, Kolkata- 700019.
- 1.3 **SAID PREMISES** shall mean the land total measuring an area of about **8 (eight) decimal** be the same a little more or less in R.S. Dag No. 1596, R.S. Khatian No. 1418, under Mouza- Barhans Fartabad, J.L. No. 47, in Police Station and Sub-Registry Office- Sonarpur under Ward No.- 30 of Rajpur For Chystar Ganguly Projects LLP...



*[Signature]*  
Partner

Partner



Sonarpur Municipality in the District - 24 Parganas (South), more fully and particularly described and mentioned in the FIRST SCHEDULE hereunder written.

- 1.4 **NEW BUILDING** shall mean the new building to be constructed on the said premises with the maximum floor area Ratio (FAR) available or permissible under the Rajpur Sonarpur Municipality New Building Rules and Regulations and for the time being prevailing as per the plan to be sanctioned by the Rajpur Sonarpur Municipality Building Department.
- 1.5 **UNIT/FLATS** shall mean the constructed area and/or spaces in the building or buildings intends to be built and/or constructed area capable of being occupied and enjoyed independently at the building or buildings to be constructed at the said premises.
- 1.6 **SUPER BUILT UP AREA** shall mean the total constructed area which will include corridors, staircases, lifts, passage, gateway, walls, water tanks, lobby reservoirs, pump. room, meter room caretaker room together of the walls and such other areas used for accommodating common services to the New Building or Buildings to be constructed at the said premises.
- 1.7 **THE PLAN** shall mean and include the plan or plans, revised plans, elevations, designs, drawings and specifications of the New Building or Buildings as shall be sanctioned by the Rajpur Sonarpur Municipality, Building Department in accordance with
- 1.8 **LANDOWNER ALLOCATION** shall mean and include **5 (five) Flats**
- (i) Flat No. 7A on the Seventh Floor of Tower- I, measuring about 1098 sq. ft. built up area equivalent to 1534 sq. ft. super-built up



For Crystar Ganguly Projects LLP...

*[Signature]*

Partner

17 APR 2014



area, **(ii)** Flat No. 6A on the Sixth Floor of Tower- I, measuring about 1098 sq. ft. built up area equivalent to 1534 sq. ft. super-built up area, **(iii)** Flat No. 6B on the Sixth Floor of Tower- I, measuring about 1127 sq. ft. built up area equivalent to 1573 sq. ft. super-built up area, **(iv)** Flat No. 11B on the Eleventh Floor of Tower- II, measuring about 825 sq. ft. built up area equivalent to 1148 sq. ft. super-built up area and **(v)** Flat No. 13B on the Thirteenth Floor of Tower- II, measuring about 825 sq. ft. built up area equivalent to 1148 sq. ft. super-built up area, **5 (five) car-parking spaces** at the Ground Floor of the new building or buildings to be constructed in or upon the Said First Schedule Premises including the common areas and facilities including ultimate roof and equivalent amount of the undivided proportionate share of land underneath the Said Premises.

1.9 **DEVELOPER'S ALLOCATION** shall mean and include **remaining** of the total built up area of the new building or buildings to be constructed in or upon the Said First Schedule Premises including Flats and/or showrooms/commercial space and/or office space and/or shop rooms and/or car parking space (both open and covered) including common areas and facilities including ultimate roof and equivalent amount of the undivided proportionate share of land underneath the Said Premises.



1.10 **COMMON EASEMENT** shall mean the easements and quasi easements rights privileges space for the reasonable enjoyment and occupation of such units and shall also include the reciprocal easement, quasi easements, obligations and duties of like nature of the other units in the said buildings or building in or upon such

For Crystal Ganguly Projects LLP.✓

*Chaitanya Ghosh*  
Partner

17 APR 2014





unit or on part thereof, more fully and particularly described in the FIFTH SCHEDULE hereunder written.

1.11 **COMMON EXPENSES** shall mean the proportionate share of the costs, charges and expenses for working maintenances, equipment, repairs and replacement of the common amenities, common easement common conveniences including the proportionate share of the Rajpur Sonarpur Municipality Tax, property tax and other statutory taxes and impositions levied in relation to or connected with the said building, buildings and the said premises and land so long separate apportionment is not made in respect of the respective buyer, and/or occupier more fully and particularly described and mentioned in the SIXTH SCHEDULE hereunder written.

1.12 **TAX LIABILITIES** all outstanding dues on account of municipal rates and taxes and other statutory impositions and/or dues concerning and/or relating to the said premises and/or part thereof up to the date of this agreement and/or handing over possession of the said premises to the Developer strictly in terms of this Agreement shall be the sole and exclusive liability of the Landowner.

PROVIDED HOWEVER, immediately on delivery of possession of the said premises for effecting constructions thereon and/or on part thereof in terms of the building plan the Developer shall be liable for payment of all statutory duties and impositions concerning and/or relating to the said premises.

1.13 **TRANSFEROR** with its grammatical variations shall include transfer by possession and by any other means adopted for

For Chyatal Ganguly Projects LLP...

*[Signature]*  
Partner

17 APR 2014



affecting what is understood as a transfer for space in a multi-storied building to purchaser thereof although the same may not amount to a transfer in law.

- 1.14 **TRANSFeree** shall mean a person, persons firm limited company, association of persons to whom any space and/or unit in the building or buildings to be constructed at the said premises has been transferred.
- 1.15 Words importing singular shall include plural and vice versa.
- 1.16 Words importing masculine gender shall include feminine and neuter gender and vice versa.
- 1.17 Additional built up areas shall mean and include construction of any additional floor or additional block comprising of additional built up areas that would be permitted to be constructed by Rajpur Sonarpur Municipality in or upon the said premises over and above and/or besides the new structures thereon and as such additional built up areas shall be apportioned between Landowner and the Developer in the ratio in which the original built up area is being shared.
- 1.18 The words importing names of the parties shall mean and include their respective heirs, executors, legal representatives and/or successor in interest in office and/or assigns.

### ARTICLE - II - COMMENCEMENT

**THIS DEVELOPER'S AGREEMENT** shall be deemed to have been commenced on and with effect from the date of this execution.

### ARTICLE - III - LANDOWNER RIGHTS & REPRESENTATIONS

For Crystar Gasguly Projects LLP...

*[Signature]*  
Partner

17 APR 2014

2000000000



- 3.1 The Landowner are absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the entirety of the said premises more fully and particularly described in the FIRST SCHEDULE hereunder written.
- 3.2 Except the Landowner no other person or persons shall have any right, claim or interest over and in respect of the Said Premises including any development made thereon and/or part thereof.
- 3.3 The Landowner are fully competent to enter into this Development Agreement.
- 3.4 The said premises is free from all encumbrances, charges liens, lispendens, attachment, trusts, acquisition, requisitions whatsoever or howsoever.
- 3.5 There is no Tenants in the said premises.
- 3.6 There is no Temple, Mosque, debottor or burial ground on the said premises.
- 3.7 There is no excesses vacant land at the said premises with the meaning of the West Bengal Urban Land (Ceiling & Regulations) Act, 1976 and subsequent amendment thereto.
- 3.8 Immediately after completion of construction of the new proposed building or buildings possession of the Landowner allocation in such new building shall be handed over first to the Landowner by the Developer before parting with possession of the Developer's allocation to intending transferee and this terms shall for all intents and purposes be treated to be a first party on the proposed building or buildings and/or built up areas comprised therein.

#### ARTICLE-IV

#### (DEVELOPER'S RIGHT)

For Crystal Garguly Projects LLP...

Partner



- 4.1 The Landowner hereby grants subjects to what have herein been provided, an exclusive right to the Developer to build upon and to commercially exploit the said premises and construct the New Building or Buildings on the said premises in accordance with the building plan or plans to be sanctioned by the Rajpur Sonarpur Municipality, Building Department.
- 4.2 All application, building plans and others papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared by the Developer at its own cost and shall be signed by the Landowner and which will be submitted by the Developer on behalf of the Landowner at Developer's own costs and expenses for sanction of the Building Plan. All costs, charges and expenses required to be paid or deposited for submission of such plan or plans to the Rajpur Sonarpur Municipality and other authorities shall be borne and met by the Developer PROVIDED HOWEVER that the Developer shall be exclusively entitled to all refunds or any or all payments and/or deposit to be made by the Developer in connection therewith strictly under this agreement.

#### **ARTICLE-V-TITLE DEEDS**

- 5.1 Simultaneously with the delivery of possession of the said premises to the Developer strictly for the purpose of implementing the work of development under the agreement for development the Landowner shall also deliver copies of all original title deeds in their possession relating to the Said Premises which the Developer shall be entitled to keep without any lien until all acts, deeds and

For Citystat Gangauly Projects LLP...

*[Signature]*  
Partner

17 APR 2014

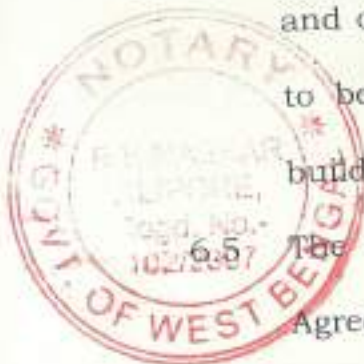


things hereunder are done, executed and completed by the Landowner.



### ARTICLE-VI-CONSIDERATION

- 6.1 In consideration of the Landowner having agreed to permit the Developer to commercially exploit the said premises and erect, construct and complete the new building or buildings thereon and/or on part thereof in accordance with the plan to be sanctioned by the Rajpur-Sonarapur Municipal authorities, the Developer shall allocate to the owners the above-mentioned 5 (five) Flats and 5 (five) car-parking spaces including common areas and ultimate roof.
- 6.2 The Developer shall prepare and cause the said plan to be sanctioned and to incur and bear all costs charges and expenses for preparation designing and obtaining sanction of the plan and also fees of the Architect.
- 6.3 The Developer at its own costs shall obtain all necessary permission and/or approvals and/or consent of the authorities for the construction of the new building.
- 6.4 The Developer shall pay costs of supervision of the development and construction of the Landowner allocation in the building and to bear all costs charges and expenses for construction of the building at the said premises.
- 6.5 The aforesaid terms and other terms as embodied in this Agreement are the consideration for grant of exclusive right for development of the said premises.



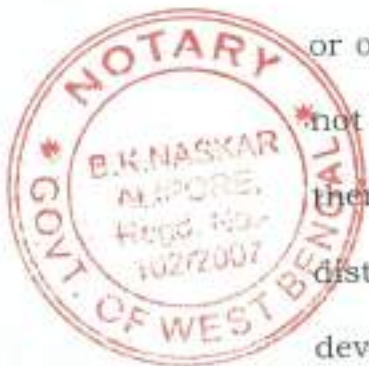
For Chyatar Ganguly Projects LLP...

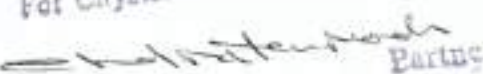
*[Signature]*  
Partner

17 APR 2014



- 6.6 The Developer shall also construct, erect, complete and make habitable uniformly at its own costs the entire building including common facilities and amenities for the said building.
- 6.7 The Developer shall have no right, title and interest whatsoever in the Landowner allocation and undivided proportionate share in common facilities and amenities which will belong to the Land Owners subject to the provisions herein.
- 6.8 The Developer shall have no right to claim for payment or reimbursement of any cost expenses or charges incurred towards the construction of the Landowner allocation and of the Landowner undivided proportionate share in common facilities and amenities.
- 6.9 The Landowner shall be exclusively entitled to their allocation in the proposed building with exclusive right to transfer or otherwise deal with or dispose of the same and the Developer shall not have any right claim or interest whatsoever therein or any part thereof, and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession and enjoyment of the owner's allocation.
- 6.10 The Developer shall be exclusively entitled to the Developer's allocation in the proposed building with exclusive right to transfer or otherwise deal with or dispose of the same and the owner shall not have any right claim or interest whatsoever therein or any part thereof and the Landowner shall not in any way interfere with or disturb the quiet and peaceful possession and enjoyment of the developer's allocation, subject howsoever to what is provided in the Agreement.



For Chrysal Ganguly Projects LLP.  
  
 Partner

17 APR 2014

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

6.12 The Developer and the Landowner shall be entitled to transfer from and out of their respective allocation of built up areas comprising of different portions and/or units including the car parking space to various purchasers on such terms and conditions as it may deem fit and proper without any reference, consultation, advice or consent of each other. The Developer and the owner shall execute all documents as may be necessary for effecting or perfecting the transfer made as aforesaid in favour of the purchasers SAVE THAT the Landowner shall adopt the same covenants as the Developer may adopt in its agreement with the Unit/Flat Owners relating to common portions, common expenses and deposit and other matters of common interest.

#### **ARTICLE-VII-PROCEDURE**

7.1 Prior to delivery of possession of the said premises the developer shall be eligible with or without workmen to enter into the said premises for the purpose of the soil testing, measurement, survey and/or preparation of the site plan of the said premises without

For *Crystar Ganguly Projects LLP.*

*[Signature]*

Partner

any obstruction demur or objection on the part of the owner or any person claiming through or under them.

- 7.2 The Developer shall be entitled to prepare the plan and submit the same to Rajpur-Sonarpur Municipality in the name of the Landowner and the Developer shall pay and bear all costs, fees for sanction of the plan, Architect's fees and expenses required to be paid for obtaining the sanction of the plan for construction of the building at the said premises. However the Developer shall construct and complete the new building/buildings including the owners' allocation and the common facilities and amenities in terms of the sanctioned plan within a period of 48 (forty-eight) months reckoned from the date of sanction of the plan by Rajpur-Sonarpur Municipality and/or obtaining full actual vacant possession of the premises whichever date is later (subject to FORCE MAJEURE mentioned herein later). PROVIDED HOWEVER, the Developer may if the circumstances so demand apply for an extension of time for completion of the construction whereupon the owner shall extend such time for a further period of six months from the date of expiration of the initial period of 48 (forty-eight) months. The date of completion shall be taken as the date of certificate of the Architect stating that the building is complete and an application for obtaining the completion certificate is filed with the concerned authorities. Any delay in the completion of construction due to Landowner action or Landowner not performing their obligations shall not be included in this time period. In the event the Developer fails to complete the project within the time period and grace period as mentioned above then

for Crystal Ganguly Projects LLP.

*[Signature]*  
Partner

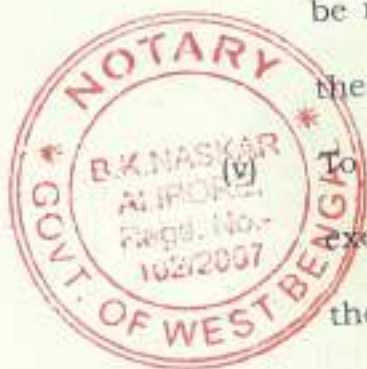
117 APR 2014



an amount of Rs. 50,000/- (Rupees Fifty thousand only) per month, for the period of such delay, shall be paid to the Landowner by the Developer as damages for the delay, without any deduction or abatement.

7.3 The Landowner hereby further agrees and covenants with the Developer as follows :

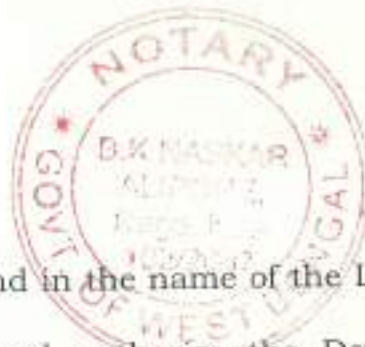
- (i) Not to cause any interference or hindrance in the construction of the proposed building at the said premises by the Developer, provided the construction is done in consonance with the building sanctioned plan and in terms of the Agreement.
- (ii) Not to do any act deed or thing whereby the Developer is prevented from selling assigning or disposing of any portion of the Developer's allocation in the proposed building.
- (iii) Not to let out, grant lease, mortgage or charge or in any way transfer or encumber the said premises or any portion thereof without the consent in writing of the Developer.
- (iv) To sign and apply for all deed, papers and documents building plan, applications and render all assistance as may be required by the Developer from time to time concerning the said premises which are necessary for its development.



To appoint the Developer as their constituted attorney by executing a General Power of Attorney simultaneously with the execution of this Development Agreement with all powers and authorities to develop the said premises in terms of this Agreement and for that purpose to authorize the Developer to sign all deeds, papers, documents, application, building

For: Chrystar Gasguly Projects LLP.

*[Signature]*  
Partner



plan for and on behalf of and in the name of the Landowner and to further empower and authorize the Developer to represent them before all Government, statutory and other authorities including Court of Law.

- 7.4 The Landowner for the purpose of effecting sale and/or transfer of the Developer's allocation in favour of their nominee or nominees agree to sign and execute the relative Deed or Deeds of Conveyance or transfer particularly in respect of the undivided share in the land attributable to the flat or unit in the Developer's allocation which is being sold or transferred in favour of the Developer's nominee or nominees subject to compliance of all necessary obligation by the Developer under this agreement.
- 7.5 For the purpose of execution of the Deed of Conveyance in respect of the undivided share in the land attributable to any particular unit or area within the Developer's allocation, the costs, charges and expenses incurred by the Developer for completion of the Land Owner's allocation and/or part of the built up area shall be the consideration.

#### **ARTICLE-VIII-SPACE ALLOCATION**

8.1 After completion of the building and obtaining the Completion Certificate from the concerned authorities, the Landowner shall be given physical possession of the Landowner allocation prior to the making over possession of the Developer's allocation to the intending purchasers or other persons by the Developer. The Landowner shall be exclusively entitled to transfer or otherwise deal with the Land Owners allocation in any manner without any claim whatsoever of the Developer. After completion of the



For Crystal Ganguly Projects LLP...

*[Signature]*

Partner

Landowner allocation within the period mentioned the Developer shall intimate by registered letter with A/D to the Landowner at their residential addresses or any other last known address for taking physical possession of their allocations within 30 days of such intimation.

### ARTICLE-IX-BUILDING

- 9.1 The Developer shall at its own cost construct, erect, complete and make habitable uniformly the building and the common facilities and amenities including the Landowner allocation at the said premises in accordance with the plan to be sanctioned by the Rajpur-Sonarpur Municipality Authorities with good and standard materials mentioned in the Fourth Schedule hereunder and/or those specification as may be specified by the Architect from time to time.
- 9.2 The Developer shall also provide and install a generator of sufficient, capacity as the Developer may think fit and proper and all costs, charges and expenses on account thereof including the cost of its distribution shall be paid and borne by the Developer.
- 9.3 The Developer shall at the costs of the Developer be authorized on behalf of the Landowner in so far as is necessary to apply for and obtain quotas, entitlements and other allocations of or for cement, steel, bricks and other building materials allocable to the Land Owners for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity, power, drainage, sewerage and/or gas to the building and other provisions and facilities required for the construction or enjoyment of the building for which purpose the Landowner shall



For Chyatar G...s LLP  
 —————  
 Encl

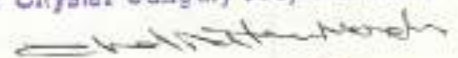
execute in favour of the Developer or its nominee a Power of Attorney and other authorities as shall be required by the Developer from time to time.

- 9.4 The Developer shall at its own costs and expenses and without creating any financial or other liability on the Landowner construct and complete the new building and various units therein in accordance with the building plan.
- 9.5 All costs, charges and expenses, legal and/or otherwise, including Architects fees shall be paid discharged and borne by the Developer and the Landowner shall have no liability in this context.

#### **ARTICLE-X-COMMON FACILITIES**

- 10.1 The Developer shall pay and bear all municipal taxes and other dues and outgoings in respect of the said premises from the date of receiving vacant possession till such time as provided hereinafter.
- 10.2 As soon as the building is completed, the developer shall give written notice through registered post with A/D to the Landowner requiring the Landowner to take possession of the Landowner allocation in the newly constructed building and certificate to that effect of the Architect being produced then within 10 days from the date of service of such notice the Landowner shall be obliged to take possession thereof and shall be liable to pay and discharge all Municipal taxes, rates duties and other outgoings and imposition whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the Landowner allocation, the said rates to be apportioned pro-rate with reference to the saleable space in the building if they are levied on the building as a whole.

For Chrysal Ganguly Projects LLP...



Partner

10.3 The Landowner and the Developer shall punctually and regularly pay for respective allocations the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the Landowner and the Developer and both the parties shall keep each other indemnified against all claims actions demands costs charges expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be, consequent upon any default by the Landowner or the Developer including any person or persons claiming through or under them in this behalf.

10.4 As and from the date of service of notice of possession the Landowner and Developer shall also be responsible to pay and bear proportionate share of the service charges @ Rs. 2/- per sq. ft. for the common facilities in the building payable for the respective allocations, and such charges shall include proportionate share of premium for the insurance of the building electricity charges, water, fire and scavenging charges and taxes for light sanitation and operation repair and renewal charges for bill collection and management of the common facilities renovation replacement repair and maintenance charges and expenses for the building and of all common writing, pipes, electrical and mechanical equipment switchgear transformers generators pumps motors and other electrical and mechanical installations appliances and equipments stairways corridors halls passages ways lifts shafts gardens park ways and other common facilities whatsoever as may be mutually agreed from time to time.



For Citystar Ganguly Projects LLP.

*[Signature]*  
Partner

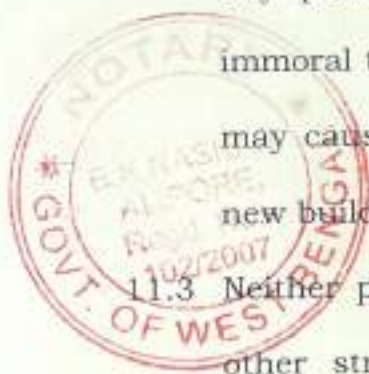
17 APR 2014



- 10.5 Any transfer of any part of the Landowner allocation of the building shall be subject to the other provisions of these presents and the owner and/or any person claiming through or under them shall thereafter be responsible in respect of the space transferred to pay the said rates and service charges for the common facilities.
- 10.6 All deposit or payment which is required to be made to the West Bengal State Electricity Distribution Co. Ltd. (WBSEDCL) authorities for any individual supply in respect of the Landowner allocation will be paid and discharged by the Landowner and/or their nominee or nominees.

#### **ARTICLE-XI-COMMON RESTRICTIONS**

- 11.1 The Landowner allocation in the new building or buildings at the said premises shall be subject to the same restriction on transfer and use as are applicable to the Developer's allocation in the new building intended for the common benefits of all occupiers of the new building or buildings.
- 11.2 The Landowner and/or the Developer shall not use or permit to be used their respective allocation in the new building or buildings or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof or for any purpose which may cause any nuisance or hazard to the other occupiers of the new building or buildings.
- 11.3 Neither party shall demolish or permit demolition of any wall or other structure in their respective allocations or any portion thereof or make any structural alteration therein without the previous consent and/or permission from appropriate authorities and from the co-purchasers or co-owners.



For Chyatar Ganguly Projects LLP...

*Chyatar Ganguly*  
Partner

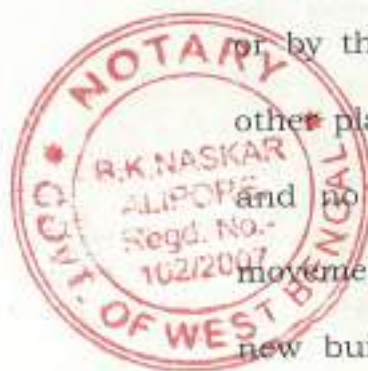


11.4 The parties shall abide by all laws, Bye-laws, Rules and Regulations of the Government, Local Bodies statutory authorities as the case may be and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws, Bye laws, Rules and Regulations.

11.5 The respective allottees shall keeps the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the new building or buildings in good working condition and repair and in particular so as not to cause any damage to the new building or buildings or any other space or accommodation therein and shall keep other occupiers of the building indemnified from an against the consequences of any breach.

11.6 The parties hereto shall not do or cause or permit to be done any act or thing which may render void and violable any insurance of the new building or buildings or any part thereof and shall keep the Developer and other occupiers of the said building harmless and indemnified from and against the consequences of any breach.

11.7 No goods or other items/materials shall be kept by the Landowner or by the Developer for display or otherwise in the corridors or other places of the common use in the new building or buildings and no hindrance shall be cause in any manner in the free movement in the corridors and other places of common use in the new building or buildings and in case any such hindrance is caused the Developer or the Executor as the case may be shall entitled to remove the same at the risk and cost of the other.



For Chyeta Ganguly Projects LLP...

*[Signature]*

Partner



11.8 Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the new building or buildings or in the compounds corridors or any other portions of the new building or buildings.

11.9 The Landowner shall permit the Developer and its servants and agents with or without workmen and others at all reasonable times, to enter into and upon the Landowner allocation and very part thereof for the purpose of repairing maintaining rebuilding cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down maintain repairing and testing drains, gas and water pipes and electric wires and for any similar purposes.

#### **ARTICLE-XII-OBLIGATIONS OF THE LAND OWNERS**

12.1 The Landowner hereby agrees and covenants with the Developer not to cause any interference or hindrance in the construction of the new building or buildings at the said First Schedule premises by the Developer, but the Landowner shall have the right to supervise the construction of the new building or buildings at the said premises personally.

12.2 The Landowner hereby agrees and covenants with the Developer not to do any act or deed or thing whereby the Developer may be prevented from selling, and/or disposing of any part of the Developer's allocation in the new building or buildings or at the said premises subject to the assurance of delivery of undisputed possession of the Landowner allocation within the specific period as above.



For Chyeta Ganguly Projects LLP...

*Chyeta Ganguly*  
Partner





- 12.3 The Landowner hereby agrees and covenants with the Developer to pay municipal rates, taxes on and from the date of delivery of the possession of the Landowner allocation to the Landowner by the Developer.
- 12.4 The Landowner shall cause to be joined such person or persons as Vendor as may be required by the Developer in the agreements and/ or sale deeds that may be executed for sale and transfer of the Developer's allocation in favour of the intending purchasers.
- 12.5 The Landowner shall actively render at all times all cooperation and assistance to the Developer in construction and completion of the proposed building or buildings and for effectuating the sale and/or transfer envisaged hereunder.
- 12.6 Upon the Developer completing construction to the satisfaction of Landowner and delivering possession to the Landowner their allocation, the Landowner shall hold the same on the terms and conditions and restrictions as regard the user and maintenance of the buildings as the other flat purchasers of the buildings.
- 12.7 The Developer will have the right to amalgamate the First Schedule land with adjacent land for making the project more beneficial, but the Developer shall liable to pay and discharge all costs, charges and expenses for such amalgamation and the Landowner will not get any extra area advantage for such amalgamation.



### **ARTICLE-XIII-OBLIGATIONS OF THE DEVELOPER**

- 13.1 The Developer hereby agrees and covenants with the Landowner to complete the construction delivery of the possession of the Landowner allocation to the Landowner of the new building or buildings at the said First Schedule premises in terms of the

For Chyatar Ganguly Projects LLP,...

*[Signature]*

Partner



sanction plan within a period of 48 (forty-eight) months which will be calculated from the sanction of the building plan and starting of construction work on the Schedule land, a grace period of further 6 (six) months (if required) will be given by the Landowner to the Developer for completion of the building project. **Time is the essence of this contract.**

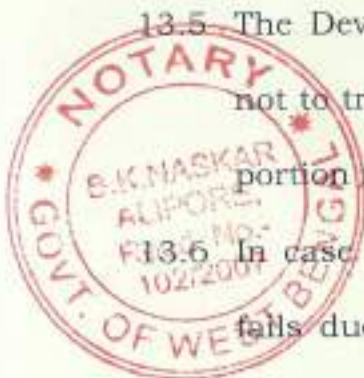
13.2 The Developer hereby agrees and covenants with the Landowner not to violate or contravene any of the provisions of Rules applicable for construction of the new building or buildings at the said premises.

13.3 The Developer hereby agrees and covenants with the Landowner not to do any act deed or thing whereby the Landowner are prevented from enjoying selling, assigning and/or disposing of any of the Landowner allocation in the new building or buildings at the said premises.

13.4 The Developer hereby agrees and covenants with the Landowner that Developer shall bear and pay all municipal and other statutory duties and outgoings in respect of the said premises without any reservation until production of completion certificates from the concerned and appropriate authorities.

13.5 The Developer hereby agrees and covenants with the Landowner not to transfer and/or assign the benefits of this Agreement or any portion thereof.

13.6 In case the Developer's project is neglected, delayed or otherwise fails due to breach of contract and default within the time limit herein the Developer shall be liable to compensate the Landowner.



For Chyatar Ganguly Projects LLP.-

*[Signature]*  
Partner



13.7 The Developer shall hereafter be solely responsible to take all necessary measure to resolve all disputes strictly contractual or otherwise concerning the Said Premises without any delay or default and without claiming any reimbursement of cost on any account thereof.

#### **ARTICLE-XIV-LAND OWNERS INDEMNITY**

14.1 The Landowner hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference and/or disturbance provided the Developer performs and fulfils all the terms and conditions herein contained and/or its part to be observed and performed.

14.2 The Landowner hereby undertakes to keep the Developer indemnified against all third party claims and action against the said premises in respect of the Landowner allocation at the said premises, on and from the date of delivery of the possession of the Landowner allocation to the Landowner by the Developer.

#### **ARTICLE-XV-DEVELOPER'S INDEMNITY**

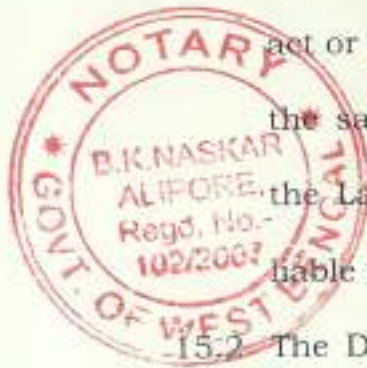
15.1 The Developer hereby undertakes to keep the owner indemnified against all third party claims and actions arising out of any sort of act or omission of the developer in or relating to the development of the said premises and the construction of the said building, and the Landowner shall not be held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

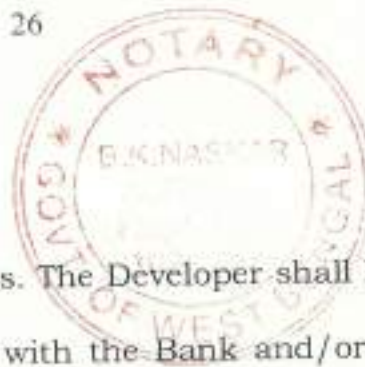
15.2 The Developer hereby further undertakes to keep the Landowner indemnified against any financial liabilities if any taken by the Developer from the Bank or other institution for the purpose of

For Citystar Ganguly Projects LLP...

*[Signature]*

Partner





development of said premises. The Developer shall have no right to mortgage the said property with the Bank and/or other financial institution for the purpose of taking any loan whatsoever, without the consent of the Landowner.

- 15.3 That in no event neither the Landowner nor any of their estate shall be responsible and/or be made liable for payment of any dues of Bank or other financial organization and for that purpose the developer shall keep the owner's indemnified against all action suits, proceedings and other charges in respect thereof.

#### **ARTICLE-XVI-MISCELLANEOUS**

- 16.1 The Landowner and the Developer have entered into this agreement purely on principal-to-principal basis and nothing contained herein shall be deemed to construe a partnership between the Developer in any manner nor shall the parties thereto constitute an association of persons.

- 16.2 It is understood that from time to time in order to facilitate the construction of the building by the Developer various deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the owner and various applications and other documents may be required to be signed or made by the Landowner relating to which specific provisions may not have been mentioned herein. The owners, hereby undertake to authorize and empower the Developer in the matter and the owner shall execute any such additional power of attorney and/or authorizations in favour of the developer or its nominee or nominees as may be required by the Developer for the purposes and the Landowner also



For Chyatar Ganguly Projects LLP...

*[Signature]*

Partner

undertake to sign and execute all such additional applications and other documents as the case may be provided that all such actions deeds matters and things do not in any way fringe on the rights of the Landowner and/or go against the spirit of this Agreement.

16.3 Any notice required to be given by the Developer shall without prejudice to any other mode of service available be deemed to have been served on the Landowner if delivered by hand with due acknowledgement or sent by pre paid registered post with acknowledgement due at the residence of the Landowner and/or the last known address and shall likewise be deemed to have been served by the Landowner on the Developer if delivered by hand or sent by pre paid registered post to the Registered Office of the Developer.

16.4 The Developer and the Landowner jointly shall frame a scheme for the management and administration of the said building or buildings and/or common part thereof. The parties hereby agree to abide by all the rules and regulations of such Management Society Association /Holding Organization and hereby give their consent to abide by the same.

16.5 As and from the date of completion of the building the Developer and/or its transferees and the owner and/or their transferees shall be liable to pay and bear proportionate charges on account of ground rent if any and wealth tax and other taxes payable in respect of their respective spaces.

16.6 There is no existing agreement regarding the development or sale of the said premises and that all other arrangements, if any, prior

For Oxytar Ganguly Projects LLP..

*[Signature]*  
Partner



to this agreement have been cancelled and are being superseded by this agreement.

#### **ARTICLE-XVII-FORCE MAJURE**

- 17.1 The Developer shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relevant obligations are prevented by the existence of the force majeure and shall be suspended from the obligation during the duration of the force majeure.
- 17.2 "Force-Majure" shall include natural calamities, Act of God, flood, Tidal waves, earthquake, riot, war, storm, tempest, fire, civil-commotion, air-raid, strikes (including by contractor/construction agencies), lock out, transport strike, notice or prohibitory order from Municipal Corporation or any other statutory body or any Court, Receiver, Government Regulations, new and/or changes in any Municipal or other rules, laws or policies effecting or likely to affect the project or any part or portion thereof, any claim or disputes or clouds relating to or concerning the owner right, title, interest of the said First Schedule land including the statutory department such as BLLRO, ULC, Municipality etc. shortage of essential commodities and/or any circumstances beyond the control or reasonable estimation of the Parties herein.



#### **ARTICLE-XVIII-JURISDICTION**

- 18.1 Civil Court exercising territorial jurisdiction shall have exclusive jurisdiction for adjudication of any dispute concerning and/or relating to and arising out of this agreement and/or implementation of any of the acts by the parties hereto.

For Chyatar Ganguly Projects LLP,--

*[Signature]*  
Partner



**ARTICLE-IX-APPLICABLE LAWS**

19.1 The interpretation of this agreement and/or any acts and/or omission arising out of this agreement including the conduct of the parties shall be governed by the applicable laws for the time being in force in India and/or State of West Bengal including their amendments and modifications from time to time.

**FIRST SCHEDULE ABOVE REFERRED TO**

**ALL THAT** piece and parcel of the Bastu land measuring about **8 (eight) decimal** be the same a little more or less in R.S. Dag No. 1596, R.S. Khatian No. 1418, under Mouza- Barhans Fartabad, J.L. No. 47, in Police Station and Sub-Registry Office- Sonarpur under Ward No.- 30 of Rajpur Sonarpur Municipality in the District - 24 Parganas (South), and the entire land is butted and bounded as follows :-

**ON THE NORTH** : By R.S. Dag No. 1596/1911;

**ON THE SOUTH** : By R.S. Dag No. 1596/1912;

**ON THE EAST** : By Road;

**ON THE WEST** : By R.S. Dag No. 1551;



**SECOND SCHEDULE ABOVE REFERRED TO**

**LAND OWNER'S ALLOCATION**

**ALL THAT 5 (five) Flats** - (i) Flat No. 7A on the Seventh Floor of Tower- I, measuring about 1098 sq. ft. built up area equivalent to 1534 sq. ft. super-built up area, (ii) Flat No. 6A on the Sixth Floor of Tower- I, measuring about 1098 sq. ft. built up area equivalent to 1534 sq. ft. super-built up area, (iii) Flat No. 6B on the Sixth Floor of Tower- I,

For Citystar Ganguly Projects LLP...

*[Signature]*

Partner



measuring about 1127 sq. ft. built up area equivalent to 1573 sq. ft. super-built up area, **(iv)** Flat No. 11B on the Eleventh Floor of Tower- II, measuring about 825 sq. ft. built up area equivalent to 1148 sq. ft. super-built up area and **(v)** Flat No. 13B on the Thirteenth Floor of Tower- II, measuring about 825 sq. ft. built up area equivalent to 1148 sq. ft. super-built up area, **5 (five) car-parking spaces** at the Ground Floor of the new building or buildings to be constructed in or upon the Said First Schedule Premises including the common areas and facilities including ultimate roof and equivalent amount of the undivided proportionate share of land underneath the Said Premises.

**THIRD SCEHDULE ABOVE REFERRED TO**

**DEVELOPER'S ALLOCATION**

**ALL THAT remaining** of the total built up area of the new building or buildings to be constructed in or upon the Said First Schedule Premises including Flats and/or showrooms/commercial space and/or office space and/or shop rooms and/or car parking space (both open and covered) including common areas and facilities including ultimate roof and equivalent amount of the undivided proportionate share of land underneath the Said Premises.



**FOURTH SCEHDULE ABOVE REFERRED TO**

**(SPECIFICATIONS)**

**1. FOUNDATION & STRUCTURES**

- a) RCC framed structure on concrete piles all the materials are to be best of quality and the steel should be from the Company of ISI brand.

**2. WALLS**

For Chystar Ganguly Projects LLP...

*[Signature]*  
Partner



- a) Plaster of Paris in the interiors of the walls and ceilings.
- b) Attractive external finish with best quality cement paint like weather coat with silicon.

### 3. DOORS MAIN DOOR SHOULD BE OF WOODEN/STEEL

- a) Aluminum sliding windows with large glass panes (French window if required).
- b) Door frames of Sal wood.
- c) Solid core commercial hot pressed phenol bonded Flush doors with accessories from reputed Co. with ISI mark. The locks of all doors will be of reputed Co. like Godrej or ISI mark.

### 4. FLOORING

- a) Flooring Vitrified tiles or marble of reputed co. drawing dinning tiles size should be 2' X 2' square or slab.

### 5. KITCHEN

- a) Coloured designed ceramic tiles up to height of 30 inch.
- b) Kitchen working table counter top with granite to be used.
- c) Provision for exhaust fan.

### 6. BATHROOMS

- a) Coloured/Designed ceramic tiles up to height of upper level of window (minimum 7").
- b) Concealed plumbing system using standard make pipes and fittings of ISI mark.



For Chyatar Ganguly Projects LLP.  
  
 Partner

17 APR 2014



- c) White sanitary ware of ISI mark with CP fittings, Bathroom sanitary ware from global reputed Co. and use taps and shower fitting should from reputed global brand.
- d) Provision for exhaust fan.

**7. LIFT-** Lift for all co-owner and should be of global reputed company.

**8. ELECTRICAL**

- a) PVC conduit pipes with copper wiring
- b) 15 & 5 Amp. Points one each in living room, bedrooms, bathrooms and kitchen T.V. connection should be in all bed room and dining rooms.
- c) M.C.B. & E.L.C.B. make of reputed Co. to be installed in all Flats, floors of Blocks.

**9. INTERCOM FACILITIES** to be installed and to be interconnected to all the flats and security office.

**10. CCTV SURVEILLANCE** security system to be installed inside all lobbies and all floors of the Building and the vacant area of the project.

- a) Electrical Calling Bell point at entrance of the residential flats.

- b) Concealed Telephone point in living room and all the Bedrooms.

- c) T.V. point in living room and all the Bedrooms.

- d) Common lighting, street lighting to be of electrical.

**11. SPECIAL FEATURES**

- a) Common Staff toilet in ground floor.
- b) Deep tube-well and overhead tank will be provided.



For Chyatar Ganguly Projects LLP...

*[Signature]*  
Partner

17 APR 2014

- c) Roof treatment for water proofing on the Roof and heat reflecting tiles to be fitted.



**FIFTH SCHEDULE ABOVE REFERRED TO**

**(COMMON EASEMENT)**

1. The clear uninterrupted right of access in common with the Landowner and/or Landowner and/or other occupiers of the said buildings of all times and for all purpose connected with the use and enjoyment of the staircases, generator, electrical installations, landings, lobbies, common toilets, main gate of the buildings and premises roof, terrace, the passage leading to the building and staircase save and except the unconverted car parking spaces in the passage.
2. The right way in the common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said flat/unit over and along with the drive way and pathway comprised in the said building.
3. The right of protection of the said flat/unit by or form all parts of the building so far they now protect the same.
4. The right of passage in common as aforesaid electricity and soil from and to the said flat/unit through out pipes, drains wires and conduits or beings in under through out pipes, drains, wires and conduits or being in under through or over the said building and premises so far purpose of rebuilding repainting or cleaning any parts of the said flat/unit in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry.

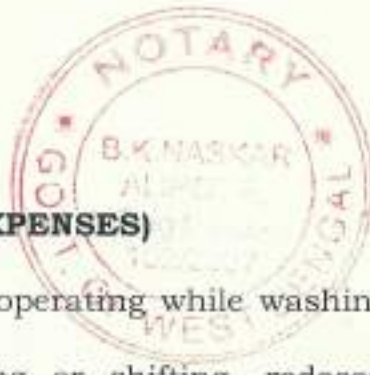


**SIXTH SCHEDULE ABOVE REFREED TO**

For Crystar Ganguly Projects LLP...

*[Signature]*

Partner



**(COMMON EXPENSES)**

1. The expenses for maintenance, operating while washing painting, repairing, changing or replacing or shifting, redecorating and cleaning, lighting of all common bath rooms, the outer walls of the buildings parking space, boundary walls staircase, roof foundation wall, main gate landings deep tubewell, water and sanitary pipes, gas pipes etc. and all other spaces and installations for common use.
2. Cost of periodically inspecting servicing maintaining and ensuring if any stand by electrical and mechanical equipments and other plants and machinery in the building.

**SEVENTH SCHEDULE ABOVE REFERRED TO**

**(COMMON AREAS AND AMENITIES, FACILITIES)**

1. Land on which the building is located and all easements rights, and appurtenances belonging to the said land and the building.
2. Staircase on all the floors.
3. Staircase landings and lift landings on all floors.
4. Lift well
5. Lift plant installation
6. Lift room.
7. Common passage and lobby on the ground floor excepting for parking space area if any.
8. Water pump water tank water pipes and other common plumbing installations.
9. Electrical substation, electrical, wiring meter room generator room and fittings.



For Crystal Ganguly Projects LLP..

— *[Signature]*  
Partner

10. Water and sewage evacuation pipes from the units to drains and sewers common to the buildings.
11. Drainage, sewers and pipes from the building to the Rajpur Sonarpur Municipality drainage.
12. Pump room.
13. Boundary walls and man gates.
14. Ventilation duct.
15. Such other common parts, areas, equipment, installations, fixtures, fittings and spaces in or about the said building as are necessary for passage to user and occupancy of the unit in common and as are specified by the Developer expressly to be the common parts after construction of the building.



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

**SIGNED, SEALED & DELIVERED**

by the **Parties** at Calcutta in presence of:-

1. *Sudeshna Chatterjee*  
32, Gobinda Suddi Rd.  
Kolkata - 700027

*Ravi Shankar Ghosal*  
**SIGNATURE OF THE LAND OWNER**

2. *Bhasan Chandra*  
159, Garia Man. Rd.  
Kolkata - 700027

*[Signature]*  
**SIGNATURE OF THE DEVELOPER**

Drafted by:-  
*Dibakar Bhattacharjee*

**ATTESTED BY ME ON IDENTIFICATION**

**B. K. NASKAR**  
Notary, Alipore  
Govt. of West Bengal, Regd. No. 102/2007  
Alipore Police Court  
Kolkata - 700027

Identified by me

*[Signature]*

THE.....DAY OF...17...APR 2014.....

**Paper Writings 'A'  
&  
The Relative Notarial  
Certificate**



17 APR 2014



17 APR 2014

**B. K. Naskar**

Advocate

ALIPORE POLICE COURT  
Kolkata - 700027

**NOTARY**

Govt. of West Bengal  
Regd. No. 102/2007

**ADDRESSES**

Alipore Police Court  
District Bar Association  
(1st Floor)  
Kolkata - 700027  
Phone : 2479-1477

Resi. :  
2, Naskar Para,  
Garfa Main Road,  
Kolkata - 700078

Mob- 9830138209