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2-3921/13

भारतीय गैर न्यायिक

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TEN
RUPEES
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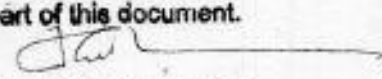
INDIA NON JUDICIAL

11/13 भूमिचक्रण पश्चिम बंगाल WEST BENGAL

9561/2013 M.R. 42615212

70AA 257462

Certified that this document is admitted to Registration. The signature sheet and the Endorsement sheet attached to the document are part of this document.


Additional District Sub Registrar
Sealdah

Development Agreement

- c-1091
1. Date: 22.11.2013
 2. Nature of Document: Development Agreement.
 3. Parties: Collectively the following, which will include their respective successors-in-interest:

111678

Sl No..... Sold To.....
Rs Addn
P. K. DAS
'Govt) LICENSED STAMP VENDOR
11A, Mirza Ghalib Street, Kol-87
L. No-285, RS.....
Date..... Sign..... ✓



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Kulwant Singh



V.C.T.S
3010

GREWAL & Co.
Kulwant Singh
Director



V.C.T.S
3011

Indranagari Conclave Pvt. Ltd.
Director.

A. D. S. R. SEALDAH
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Identified by me,
Sebadas Hazra
Sebadas Hazra)
Late Ranjit Hazra
A.J.C. Bose Road,
Kolkata - 700 017
Shakespeare Sarani

- 3.1 **First Owner:** Grewal Concepts Private Limited, a company within the meaning of the Companies Act, 1956 and having its registered office at 3D, Dr. G.S. Bose Road, Kolkata-700 039, P.S. Kasba and I.T. PAN AACCG8117B of the **One Part** represented by one of its directors Kulwant Singh, son of Late Amar Singh, by faith-Hindu, by occupation Business, residing at 3D, Dr. G.S. Bose Road, Kolkata-700 039, P.S. Kasba.
- 3.2 **Second Owner:** Indranagri Conclave Private Limited, a company within the meaning of the Companies Act, 1956 having its registered office at 75C, Park Street, P.S. Park Street, Kolkata-700 016 and I.T. PAN AADCI3130R of the **Other Part** represented by one of its Directors Sri Inderpal Singh Sandhu, son of Late Sarup Singh Sandhu, by faith Sikh, by occupation Business, Indian National, residing at Flat No. 4A, 4th Floor, 'Orbit Enclave' 12/3A, Picaso Bithi, Kolkata-700 017, P.S. Shakespeare Sarani.
4. **Subject Matter:** The "Project" being development of the "Said Property" described in the **Schedule-A** and delineated with 'Red' colour in the annexed **Plan** by constructing thereat a multi-storied building (hereafter the "**Building**") consisting, inter alia, of such self-contained independent portions that can be separately and exclusively used and enjoyed for residential/commercial/semi-commercial purpose (hereafter the "**Units**") and spaces for parking of cars and two wheelers (hereafter the "**Parking Spaces**"). The Units, the Parking Spaces, both covered and open, servant's quarters, if any, and other areas of the Building and abutting it within the Said Property that may be exclusively used and occupied hereafter collectively "**Saleable Areas**".
5. **Background:**
- 5.1 One Netye Chandra Mandal (hereafter "**Netye**") had purchased various plots of land in C.S. Dag No.348 and 349, Khatian No.1271, in Mouza Kasba, J.L. No.13, Touzi No.340-342, Police Station then Tollygunge now Kasba, District then 24 Parganas and now South 24 Parganas (hereafter "**Netye Land**") by two several deeds, details whereof are as follows:



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- 5.1.1 Conveyance dated 14th June, 1918, registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 5, Pages 252 to 267, Being No. 2526 for the year 1918.
- 5.1.2 Bengali Sale Deed dated 13th Aswin 1326 B.S. registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 150, Pages 119 to 126, Being No. 5116 for the year 1919.
- 5.2 Netye had thereafter obtained a '*Mourasi Mokalari Patta*' in respect of the Netye Land from the superior landlords Kishori Mohon Bandopadhyay and others by a Deed dated 22nd March, 1920 registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 63, Pages 64 to 67, Being No. 1654 for the year 1920.
- 5.3 The Netye Land was originally part of Premises No. 1, Bediadanga Road. It was subsequently numbered as Premises No. 3, Bedidanga Road under the Tollygunge Municipality and later as 3, Girindra Shekhar Bose Road with the then Corporation of Calcutta which is now the Kolkata Municipal Corporation.
- 5.4 Netye, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate in the year of 1950 leaving behind him surviving his two sons namely Kanak Bhusan Mondal (hereafter "**Kanak**") and Sashi Bhusan Mondal (hereafter "**Sashi**") as his only legal heirs who thus jointly and in equal shares became, inter alia, the owners of Netye Land.
- 5.5 Kanak died intestate leaving behind him surviving his widow Protiva Sundari Mondal (hereafter "**Protiva**") and four sons Nirmal Chandra Mondal hereafter "**Nirmal**"), Amal Chandra Mondal (hereafter "**Amal**"), Shyamal Chandra Mondal (hereafter "**Shyamal**") and Malay Chandra Mondal (hereafter "**Malay**") as his legal heirs and heirs who thus jointly became entitled to one-half undivided share in the Netye Land.
- 5.6 By a Deed of Settlement dated 1st September, 1969 registered with the Sub-Registrar at Alipore in Book No. I, Volume No. 91, Pages 76 to 84, being No. 4656 for the year 1969, Sashi had settled his undivided one-half share in the Netye Land



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(hereafter the "Trust Property") in a trust (hereafter the "Trust") which, inter-alia, provided that:

- 5.6.1 The two trustees of the Trust would be Barun Chandra Mandal (hereafter "Barun") and Smt. Dipty Roy (hereafter "Dipty"), (Barun and Dipty hereafter collectively the "Trustees") who would hold the Trust Property.
- 5.6.2 The Trustees would be entitled to sell the Trust Property with the consent of both Barun and Dipty and on such terms and conditions as the Trustees would think fit and proper.
- 5.6.3 In the event any of the Trustees died or refusing or becoming unfit or personally incapable to act as a trustee, a new trustee might be appointed in his or her place by the surviving or the continuing Trustee.
- 5.7 Barun having refused to act further as a Trustee of the Trust and thereafter by a Deed of Discharge of trustee and Relinquishment of Right dated 7th November, 1973 registered with the Sub-Registrar of Alipore in Book No. 1, Volume No. 119, Pages 33 to 38, being No. 5043 for the year 1973, it was, inter-alia, declared that:
- 5.7.1 Barun had retired from acting further as a Trustee and all his rights, title and/or interests in the Trust Property vested in Dipty, the continuing Trustee, and she became the sole Trustee.
- 5.7.2 Barun disclaimed and forever relinquished in favour of Dipty his right to consent to sale the Trust Property and Dipty alone could sell the Trust Property or any portion thereof.
- 5.8 In the above circumstances, Protiva, Nirmal, Amal, Shyamal, Malay and Dipty becoming collectively entitled to sell the Netye Land, by a Conveyance, dated 23rd April, 1974, registered with the Sub-Registrar of Alipore in Book No. 1, Being Deed No.2863 for the Year 1974, jointly sold to Sardar Bachan Singh (hereafter "Bachan") and his wife Bhagwan Kaur (hereafter "Bhagwan") a portion from the north east side of the Netye Land measuring about 18 (eighteen) Cottahs and 14 (fourteen)



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Chittacks with dilapidated tin roofed structure thereon, which portion is the "Premises" described in Schedule-A and was subsequently re-numbered as 3F, Dr. Girindra Sekhar Bose Road, Kolkata - 700 039 together with the right to use the 33 (thirty-three) feet wide common passage to the west of the Premises (hereafter the "Common Passage") from Dr. Girindra Shekhar Bose Road to the end of the Premises.

- 5.9 Bachan and Bhagwan had put up some temporary structures having brick built walls with tin and asbestos sheds at the Premises about 3000 (three thousand) Square Feet (hereafter the "Existing Structures") for letting out the same on tenancy. The Premises, the Existing Structures and the right to use the Common Passage hereafter collectively called the "Said Property".
- 5.10 After completion of such construction, Bachan and Bhagwan had inducted Jhantoo Sharma, Kanwar Sain Varma, Bhikari Shaw and T.S. Matharu (hereafter the "Tenants") as tenants in the Said Property.
- 5.11 Bachan had expired testate on 30th May, 1985 after making and publishing his last Will and Testament dated 17th February, 1981 by which he had bequeathed his undivided one-half share in the Said Property in favour of his wife Bhagwan and the Letter of Administration in respect of the said Last Will and Testament was duly granted by the Learned District Delegate, Alipore in Case No.385 of 1996 (L.A.) under Act 39. Accordingly Bhagwan became the sole and absolute owner of the Said Property.
- 5.12 Bhagwan had expired testate on 30th January, 2002 after making and publishing her Last Will and Testament dated 13th August, 2001 by which she had bequeathed the Said Property in favour of her three grandsons namely Kulwant Singh (hereafter "Kulwant"), Inderjit Singh (hereafter "Inderjit") and Prabhjot Singh (hereafter "Prabhjot"). The Probate of the Last Will and Testament of Bhagwan was granted by the Learned District Delegate, Alipore in Case No.159 of 2002 (P) under Act 39 and accordingly the Kulwant, Inderjit and Prabhjot, became the joint owners of the Said Property, each having one-third undivided share therein.



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- 5.13 By a Deed of Exchange dated 6th August 2002, registered with the Additional Registrar of Assurances-I, Kolkata in Book No. I, Pages 1 to 13, being Deed No.2556 for the Year 2004, Kulwant had exchanged his one-third share in the Said Property with the undivided the one-third share of one Harnek Singh (hereafter "Harnek") in the Municipal Premises No. 3D, Dr. Girindra Sekhar Bose Road. This Exchange was confirmed by Inderjit and Prabhjot and Harnek thus became owner of one-third undivided share of the Said Property in place and stead of Kulwant.
- 5.14 Harnek, Inderjit and Prabhjot thus became the joint owners of the Said Property each having one-third undivided share therein.
- 5.15 By his letter dated 24th May, 2006 the said Jhantu Sharma had surrendered the tenancy in respect of the portion of which he was the tenant.
- 5.16 By a Conveyance dated 10th March, 2008, registered with the Additional Registrar of Assurances-I, Kolkata in Book No. I, CD Volume No. 6, Pages from 7284 to 7299, being Deed No.02635 for the Year 2011, Prabhjot had sold to the First Owner his undivided one-third share in the Said Property subject to the tenancies of the Tenants.
- 5.17 By a Conveyance dated 11th July, 2008, registered with the ADSR Sealdah in Book No.I, CD Volume No. 2, Pages from 8518 to 8535, being Deed No. 00869 for the Year 2011, Harneck had sold to the First Owner his undivided one-third share in the Said Property subject to the tenancies of the Tenants.
- 5.18 By a Conveyance dated 18th July, 2008, Registered with the ADSR Sealdah, Book No.I, CD Volume No. 2, Page 8536 to 8553, being Deed No. 00870 for the year 2011 Inderjit had sold to Mrs. Davinder Kaur (hereafter "Davinder") his undivided one-third share in the Said Property subject to the tenancies of the Tenants.
- 5.19 By his letter dated 31st December, 2008 the said Kanwar Sain Varma had surrendered the tenancy in respect of the portion of which he was the tenant.



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5.20 By his letter dated 29th March, 2012 the said T.S. Matharu had surrendered the tenancy in respect of the portion of which he was the tenant.

5.21 By his letter dated 30th August, 2013 the said Bhikhari Shaw had surrendered the tenancy in respect of the portion of which he was the tenant.

5.22 By a Conveyance dated 20th November, 2013, Registered with ADSR, Sealdah in Book No.I, CD Vol. No. 8, Page from 7874 to 7889, being Deed No. 3882 for the year 2013, Davinder had sold her undivided one-third share in the Said Property to the Second Owner.

5.23 Thus, the First Owner is the owner of undivided two-third share in the Said Property and the Second Owner of the undivided one-third share therein.

5.24 The Parties have now decided to develop the Said Property by executing the Project in the manner recorded below. As the Second Owner herein is directly involved in the business of Real estate development having proper know how, manpower, finance and other resources so it has been amicably decided by both the parties herein that the Second Owner, for both the parties herein, shall develop the Said Property, under the terms and conditions mentioned herein.

6. Now it is agreed and declared:

6.1 Agreement: The Parties hereby agree to execute the Project on the terms and conditions mentioned below.

6.2 Obligation of the First Owner: The First Owner shall:

6.2.1 Possession: Hand over exclusive possession of the Said Property to the Second Owner and allow unhindered entry and or access to the Premises to the men, servants and agents of the Second Owner thereat, first for the purpose of measurement, soil testing and such other necessities connected with the Project, and thereafter for actually executing the Project.



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- 6.2.2 Hindrances:** Not create any hindrances or obstruction to the Second Owner during or in execution of the Project.
- 6.2.3 Encumbrances:** Not, in any manner whatsoever, deal with, charge, encumber or induct any person in occupation of the Premises or in any portion thereof or enter into any agreement relating thereto or in respect of his undivided two-third share in the Said Property save and except that the First Owner may enter into agreements relating to the transfer of the "First Owner's Allocation" mentioned in Clause 6.4 except the "Retained Area" mentioned in Clause 6.11 within the First Owner's Allocation.
- 6.2.4 Title Deeds:** Hand over the originals of all title deeds related to the Said Property in its possession to the Advocates mentioned in Clause 6.18 which will remain in their custody in escrow but they will produce them as and when required to all concerns in connection with the Project and hand them over to the Association of the ultimate owners of all the Units after its formation.
- 6.2.5 Powers and authorities:** Grant to the Second Owner or its designated authorised person or persons all such powers and authorities required for the completion of the Project.
- 6.2.6 Taxes:** Pay two-thirds of all rates, taxes, fees and/or outgoings that are payable under any existing statute or may become payable by any new enactment in respect of, concerning with or connected to this Agreement or the Project to such person or authority entitled thereto up to the Date of handing over possession of Said Property to the Second Owner.
- 6.2.7 Indemnity:** Indemnify and keep the Second Owner saved, harmless and indemnified in respect of all actions, proceedings, fines, penalties and/or other consequences arising due to any non-compliance or violation of any kind or nature, whether statutory or contractual, prior to the Possession Date.
- 6.3 Obligations of the Second Owner:** The Second Owner shall, at its own costs and expenses, execute the Project, which will, inter alia, include:



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- 6.3.1 **Architect:** Selecting and paying the remuneration of the Architect for preparation of the plan for the Project (hereafter the "**Building Plan**").
- 6.3.2 **Appointment:** Paying and appointing engineers and other professionals for the Project.
- 6.3.3 **Clearances:** Obtaining all clearances including without limitation from the Urban Land Ceiling department that are or may be required for obtaining sanction of the Building Plan but for which the First Owner shall render all help and cooperation.
- 6.3.4 **Title Deeds:** Hand over the originals of all title deeds related to the Said Property in its possession to the Advocates which will remain in their custody in escrow but they will produce them as and when required to all concerns in connection with the Project and hand them over to the Association of the ultimate owners of all the Units after its formation.
- 6.3.5 **Plan Finalisation:** Finalising and preparing of the Building Plan in such a manner so that the maximum constructed area can be had for the Project and by involving the First Owner in its preparation by giving due weightage to its suggestions.
- 6.3.6 **Plan Sanctioning:** Submitting the Building Plan for sanctioning, within 180 (one hundred and eighty) days from the date hereof, to the Kolkata Municipal Corporation (hereafter the "**KMC**") and for that purpose, cause such changes in it as shall be required by any Statutory Authority and/or to comply with any permissions, clearances and/or approvals as aforesaid and keep the First Owner apprised of all such developments.
- 6.3.7 **Permissions:** Obtaining all other necessary permissions statutorily required for sanctioning of the Building Plan Sanction and/or for executing the Project.
- 6.3.8 **Construction:** Constructing the Building in strict conformity with the Building Plan, with the best of materials as the Architect for the Project will decide from time to time in accordance with the Specifications mentioned in Schedule-B.

- 6.3.9 **Building Materials:** Purchasing various materials for the Project.
- 6.3.10 **Utilities:** Obtaining all utilities for implementing the Project as also those that will be required for obtaining the Occupancy Certificate and by the ultimate users of the Building.
- 6.3.11 **Occupancy Certificate:** Obtaining Occupancy Certificate from the KMC and all other certificates and permissions required for commencing occupation of the Building.
- 6.3.12 **Completion:** Completing the Building, making them tenantable in all respects to obtain the 'Occupancy Certificate' from the KMC and completing the Project in all respects within 48 (forty-eight) months from the date of sanction of the Building Plan or receiving possession of the Said Property, which ever is later, *subject to Force Majeure* mentioned in Clause 6.22 and reasons beyond the control of the Second Owner (hereafter the "**Completion Date**").
- 6.4 **Entitlement of the First Owner:** The First Owner shall be entitled to 33.33% share of all the Saleable Areas in the Building (hereafter the "**First Owner's Allocation**") which will be constructed solely for, on behalf of and to the account of the First Owner *together with* the proportionate share in the land comprised in the Premises as also in the common areas, amenities and/or facilities in the Building attributable the First Owner's Allocation and the First Owner shall be the sole and absolute owner of the First Owner's Allocation after completion of construction of the Building.
- 6.5 **Entitlement of the Second Owner:** The Second Owner shall be entitled to 66.67% share of all the Saleable Areas in the Building (hereafter the "**Second Owner's Allocation**") which will be constructed solely for, on behalf of and to the account of the Second Owner *together with* the proportionate share in the land comprised in the Premises as also in the common areas, amenities and/or facilities in the Building attributable the Second Owner's Allocation and the Second Owner shall be the sole and absolute owner of the Second Owner's Allocation after completion of construction of the Building. The Second Owner shall also be entitled to the entire debris obtainable from demolition of the Existing Structures.



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- 6.6 **Allocation Ascertainment:** The Allocations of the Parties shall be ascertained and demarcated immediately after the Building Plan is finalised by a separate supplementary agreement (hereafter the "Allocation Demarcation Agreement") in such a manner so that the respective Allocations of the Parties is equivalent in value and advantage to the ratio of their respective Allocations. If while demarcating the Allocations, the share of any the Party happens to be more than the entitlement under its Allocation, such Party shall pay to the other for this excess area at the market price prevailing as on the date of the Allocation Demarcation Agreement and if any payment as mentioned in this Clause is to be made, such payment shall be made at or before execution of the Allocation Demarcation Agreement. This Agreement will also be registered and the Party receiving the payment will bear all costs and expenses related to the registration thereof.
- 6.7 **Transfer:** Each of the Parties shall be entitled to negotiate with the intending acquirers of their respective Allocations and to sell, transfer and/or lease such portions at such prices as deemed fit by it and to appropriate the entirety of the receipts from such transfers.
- 6.8 **Rates and Taxes and utilities:** All rates, taxes and outgoings if any, in respect of the Premises shall be borne and paid in the manner following:
- 6.8.1 **Possession:** Jointly by the Parties in the ratio of their respective ownerships up to the date possession of the entirety of the Said Property is handed over to the Second Owner.
- 6.8.2 **Execution:** By the Second Owner from the date it receives exclusive possession of the Said Property till such time possession of the Saleable Areas are handed over to their purchasers (hereafter the "Transferees").
- 6.8.3 **Transferees:** By the Transferees of the Units from the respective dates of offering possession to them of their respective Units and for this purpose, the First and the Second Owners shall be deemed to be a Transferee for the unsold Units within their respective Allocations.
- 6.9 **Security Deposit:** The Second Owner shall keep deposited an interest free amount of Rs.1,00,00,000/- (Rupees one crore) (hereafter the "Security Deposit") with the



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First Owner, which is to be paid by the Second Owner in two instalments in the following manner:

1st Instalment: Rs.50,00,000/- (Rupees fifty lac) at or before execution hereof.

2nd Instalment: Rs.50,00,000/- (Rupees fifty lac) within 180 (one hundred and eighty) days from the date hereof.

6.10 Refund of Security Deposit: Upon obtaining 'Occupancy Certificate' for the Building from the KMC, the Second Owner shall give 15 (fifteen) day's notice to the First Owner to take possession of the First Owner's Allocation (hereafter the "Possession Date") upon refund of the Security Deposit. In the event the First Owner fails to refund the Security Deposit to the Second Owner by the Possession Date, the First Owner shall become liable to pay interest at the rate of 18% per annum from the Possession Date and the First Owner shall not be entitled to possession of any part or possession of the First Owner's Allocation.

6.11 Retained Area: The First Owner shall not deal with in any manner whatsoever with a particular portion of the First Owner's Allocations (hereafter the "Retained Area"), which will also be demarcated in the Allocation Demarcation Agreement, till such time the First Owner does not refund the entire amount of the Security Deposit to the Second Owner. The area of the Retained Area will be determined on the basis that had it been sold as on the date of the Allocation Demarcation Agreement, the price it would fetch would be equivalent to the amount of the Security Deposit. If the First Owner fails to pay the Security amount or any part or portion thereof within three months from the Possession Date, the Second Owner shall become entitled to sell such areas out of the Retained Areas for appropriating its dues accruing till the date of such sale. After such appropriation if there be any due, the Second Owner shall refund the same to the First Owner.

6.12 Non-timely Completion: In the event the Second Owner fails to complete and hand over possession of the First Owner's Allocation within the Completion Date, the First Owner being ready and willing to comply with its obligation to receive such possession, the Second Owner shall pay to the First Owner Rs. 2,00,000/- (Rupees two lac) per month by way of pre settled damages and/or compensation



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till the second owner completes and hands over possession of the First Owner's Allocation.

- 6.13 Construction Finance:** The Second Owner may obtain finance for the Project from any bank or financial institution but for doing Second Owner it may only create charge or mortgage only over the Second Owner's Allocation and under no circumstances shall the Second Owner create any charge, mortgage or any other lien in respect of any part or portion of the First Owner's share or interest in the Premises or the First Owner's Allocation.
- 6.14 Project Abandonment:** If the Project has to be abandoned due to any defect in the title of the Premises or its nature, the First Owner shall refund the Security Deposit to the Second Owner and also be bound to purchase the Second Owner's share in the Said Property at double the price at which it has purchased the same within (fifteen) days of being intimated of such abandonment *together with* interest at 18% (eighteen percent) on the sum total of the amount of the Security Deposit and the price at which it will be required to purchase the share of the Second Owner's interest in the Said Property from the Date hereof till such time the entirety of such amount is not refunded and/or paid by the First Owner.
- 6.15 Roof:** The First Owner and the Second Owner shall retain amongst themselves further construction right over the roof of the Building respectively in the ratio of 33.33:66.67 however, the ultimate roof of the Building at any given point of time shall be common for all the owners/occupiers of the Units of the Building at that point of time.
- 6.16 Sales:** The Second Owner may appoint a broker for selling the Units within its Allocation. The First Owner shall have the option to have the Units within its Allocation sold through the same broker upon payment of its commission but in no event at any given point of time the First Owner shall sell any of the Units within its Allocation at rates lower than those of the Second Owner's Allocation.
- 6.17 Additional Facilities:** All extra costs and expenses to be incurred by the Second Owner for providing additional facilities including without limitation Legal Charges, if applicable, Club Membership, Generator and Electric Meter Charges, Sinking Fund, LPG Connection Charges, Transformer Charges in respect of the



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First Owner's Allocation shall be borne by the First Owner and paid by it to the Second Owner within 30 (thirty) days of being called upon to do so.

6.18 Advocates: M/s. S. Jalan & Company of 6/7A, A.J.C. Bose Road, Kolkata-700 017 (hereafter the "Advocates") shall be the advocates for the Project. They have drawn this Agreement and shall be entrusted to draft all documents connected with the Project.

6.19 Documentation: All documents and agreements of every nature related to the Project (hereafter the "Documents") shall be as drawn by the Advocates after consulting the concerned Parties and the same shall be final and binding on such Parties. These Documents shall be subject to the same restrictions as are applicable to ownership buildings, intended for common benefit of all its occupiers which shall, inter alia, include the following:

6.19.1 No Illegal Activity: No Transferee shall use or permit to be used his respective Unit for any illegal and immoral trade or activity which may cause any nuisance or hazard to the other occupiers of the Building.

6.19.2 No demolition: No Transferee shall demolish or permit demolition of any wall or other structure, major or minor, in their respective Units and/or any portions thereof, without the written consent of the Association, concerned statutory authorities and/or bodies.

6.19.3 Interior Maintenance: The Transferees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective Unit in good working conditions and repair so as not to cause any damage to the Building.

6.19.4 Validity of Insurance: No Transferee shall do or cause or permit to be done any act or thing which may render void or voidable any insurance of the Building or any part thereof.

6.19.5 No obstruction of common portions: No Transferee shall leave or store or permit to be left or stored any goods in the corridors or in the common portions of the Building that cause any hindrance in the free movement and use of the corridors and other common portions of the Building.



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- 6.19.6 Cleanliness:** No Transferee shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the Building.
- 6.19.7 Payment of Outgoings:** All Transferee shall timely and duly pay all rates, taxes, levies and charges to such authorities or the Association, as the case may be, entitled thereto.
- 6.19.8 Restriction on transfer of Parking spaces:** No Transferee of any Unit also owning a Parking Space shall transfer such Parking Space to any other person unless such person already owns a Unit in the Building.
- 6.19.9 Restriction on transfer of Servants Quarters:** No Transferee of any Unit also owning a Servants Quarter, if any, shall transfer such Servants Quarter to any other person unless such person already owns a Unit in the Building.
- 6.19.10 No transfer without compliance:** At the time of transferring their respective Units, the Transferees shall obtain a written undertaking from its transferee that they shall observe and perform all the terms and conditions of the transfer deeds of the Transferees and pay all sums that are payable by the Transferees.
- 6.19.11 Management of the Complex:** Till an Association is formed, the Building will be managed and maintained by the Second Owner and the Transferees will be liable to pay to the Second Owner proportionate charges, as fixed by the Second Owner, for the maintenance and management of the common portions and facilities of the Building, which charges will be commensurate with the charges in other multi-storied buildings in the vicinity of the Building providing similar amenities. Each Party will be liable to realise these charges from the occupiers of their respective Allocations.
- 6.20 Remuneration of the Advocates:** The remuneration of Advocates will be paid by the Second Owner for the Second Owner's Allocation and the First Owner shall not be required to prepare the documents related to its Allocation for the Project. No separate fee will be paid to the Advocates for holding the Title Deeds in escrow which they will not part with but in the manner stated above save that the title

deed in respect of the Second Owner's share in the Said Property may be handed over to them in case it requires these for obtaining any finance for the Project *provided however* that in such an event the Second Owner shall hand back these deeds to the Advocates within 7 (seven) days of the KMC granting 'Occupancy Certificate' for the Building.

6.21 **Powers:** Although each of the Parties will become the sole and absolute owners of their respective Allocations and should be legally entitled to exclusively deal with, sale, lease out and transfer by whatever means each and every portion of their respective allocations, in spite thereof, by way of abundant caution, each of the Parties will grant power to the other to exclusively deal with its Allocation.

6.22 **Force Majeure:** Force Majeure shall mean any act of God including, but not limited to flood, earthquake, riot, war, storm, tempest, civil commotion, strike, labour unrest or any political or communal unrest. Neither of the Parties shall be regarded to have committed any breach of the terms herein if it is prevented from discharging any of its obligations due to any condition amounting to Force Majeure or circumstances beyond its control.

6.23 **Rules of Interpretation:** The words used in bold in the headings of the Clauses and any Sub-Clauses have the meaning assigned to them in such Clauses or Sub-Clauses and the words put in bold in brackets define the word, phrase or expression immediately preceding.

6.24 **Entire Agreement:** This Agreement contains and records all the terms and conditions agreed between the Parties and supersedes all understandings or arrangements previous hereto, if any, both ~~oral~~ and in writing.

Schedule-A
(Said Property)

ALL THAT the Municipal Premises No. 3F, Dr. Girindra Sekhar Bose Road, Kolkata - 700 039, admeasuring about 18 Cottahs and 14 Chittacks with old structures made of brick built walls with tin and asbestos shed constructed thereon measuring about 3000 Square Feet within Police Station Kasba, District 24 Parganas (South), Ward No. 67 of the Kolkata Municipal Corporation, *together with* the right to use the 33 (thirty-three) feet wide common

passage to the west thereof from Dr. Girindra Shekhar Bose Road to the end thereof butted and bounded as follows:

- ON THE NORTH : By Municipal Road known as Dr. Girindra Sekhar Bose Road;
- ON THE EAST : By portion of Municipal Premises No. 3, Dr. Girindra Sekhar Bose Road;
- ON THE SOUTH : By Municipal Premises No. 3, Dr. Girindra Sekhar Bose Road and
- ON THE WEST : Partly by 33 feet wide common passage and partly by Municipal Premises No. 3, Dr. Girindra Sekhar Bose Road.

Schedule-B
[Specifications]

- Foundation : Concrete cement structure.
- Walls : Conventional Brick work.
- Wall Finish : Interior - Plaster of Paris.
Exterior - High quality paint.
- Flooring : Bedroom - Marble/Tiles
Living & Dining - Marble/Tiles
Kitchen - Marble, Vitrified Tiles & Granite Top.
Toilet - Wall, floor & basin counter - Tiles.
- Kitchen : Platform made of Granite with Stainless Steel sink. Electrical point for Refrigerator, washing machine, micro woven, water purifier, geyser and exhaust fan.
- Toilet : Sanitary ware with all C.P. fittings, Electrical point for Geyser & Exhaust fan, electrical saver.
- Plumbing : Concealed pipe line for Hot & Cold water.
- Door & Windows : Wooden frame with flush view doors & Aluminum window.



A. D. S. R. S.

22 NOV 2013

Dist. - South 24 Parganas

- Lift : KONE/OTIS or Equivalent.
- A.C. : Provision for Air- conditioning point in all bedrooms.
- Electric: PVC conduit pipes with concealed copper wiring with good quality modular switches with MCB distribution panel. Telephone/TV point will be provided in master bedroom and living area.

AMENITIES :

1. Power back up with standby Generator.
2. C. C. TV at ground floor for common area.
3. Intercom connectivity with security and all the flats.
4. 24 hrs water supply.

5. Execution: In witness whereof the Parties have executed these presents at Kolkata on the Date.

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

1. Sebadas Hazra
6/7A, A J C Bose Rd.
Kolkata - 700017
2. *Pras*
Rajesh K. Shrivastava
75C Park Street
Kolkata

GREWAL CONCEPTS PVT. LTD.
Kulwant Singh
Director

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

1. Sebadas Hazra
2. *Pras*

Andragagan
Subir Kumar
Director.



A. D. S. R. Sealdah

22 NOV 2013

Dist. - South 24 Parganas

Receipt and Memo of Consideration

The First Owner confirms having received from the Second Owner the sum of Rs.50,00,000/- (Rupees fifty lakh) towards Security Deposit in the manner following:

Date	Mode	Number	Bank	Amount (Rs.)
21.11.2013	Pay Order	013982	United Bank of India	50,00,000/-

GREWAL CONCEPTS (P) LTD
Kulwant Singh
Director

Witnesses:

1. Sebadas Hazra

2.

Harj

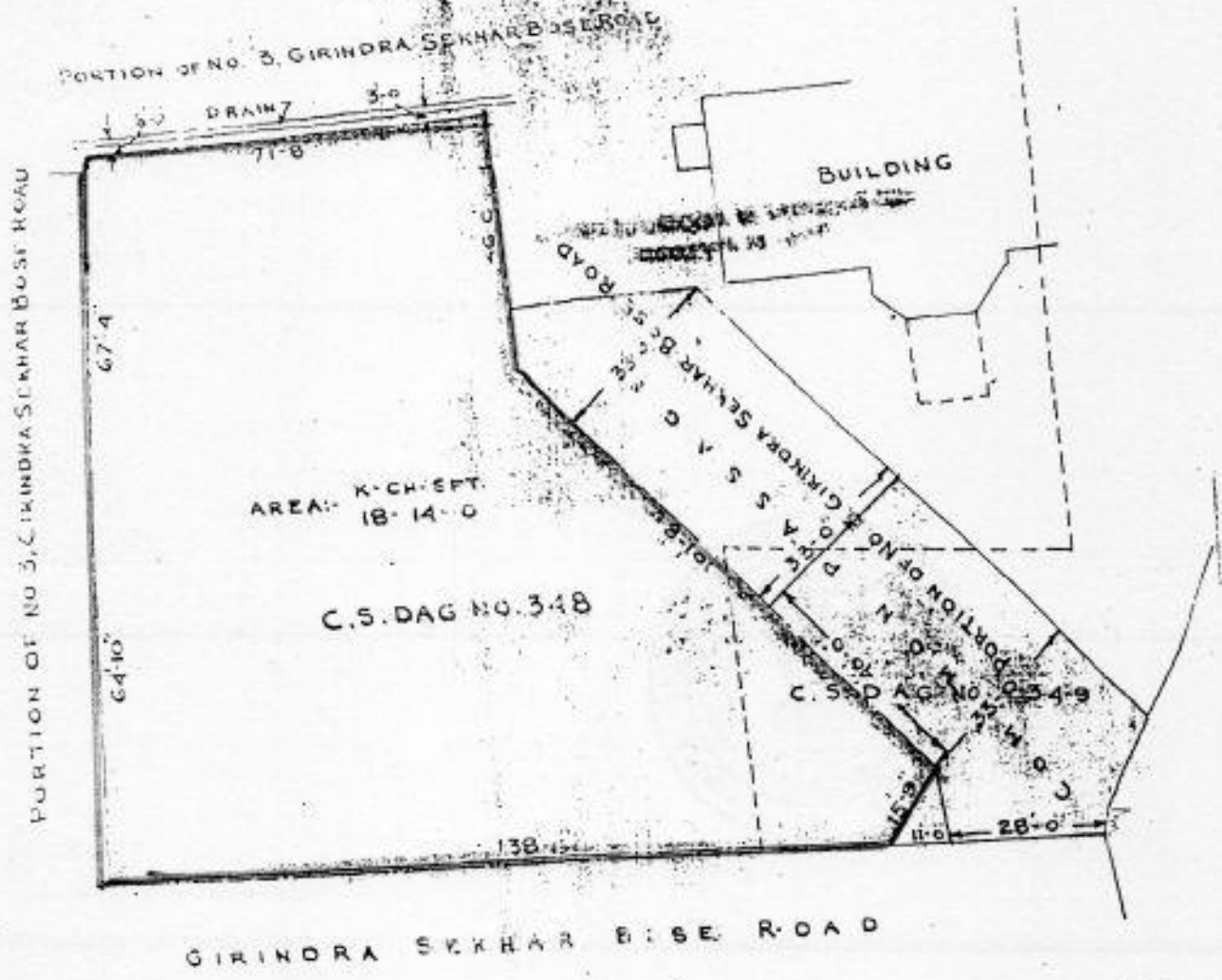


A. D. S. R. SEALDAH

22 NOV 2013

Dist. - South 24 Parganas

PLAN OF
 PORTION OF NO. 3, GIRINDRA SEKHAR BOSE ROAD
 SCALE 30" = 1"



Indrabhagari Concl. v. IV
[Signature]
 Director.

GREWAL CONCEPTS (P) LTD.
[Signature]
 Director



A. D. SENGAL

22 NOV 2013

L...

Signature of the
Presentant/
Executant/Sellers/
Buyer/Claimant

UNDER RULE 44 A OF THE I.R. ACT 1908

L.H. BOX - SMALL TO THUMB PRINTS

N.B:-

R.H. BOX - THUMB TO SMALL PRINTS



L.H.					
R.H.					

ATTESTED:-

Witness Says



L.H.					
R.H.					

ATTESTED:-

Witness Says

PHOTO	L.H.					
	R.H.					

ATTESTED:-

PHOTO	L.H.					
	R.H.					

ATTESTED:-



A. D. S. R. SEALDAH

22 NOV 2013

Dist. - Sealdah - 24 Parganas



Government Of West Bengal
Office Of the A.D.S.R. SEALDAH
District:-South 24-Parganas

Endorsement For Deed Number : I - 03921 of 2013

(Serial No. 04696 of 2013 and Query No. 1606L000009561 of 2013)

22/11/2013

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

Presented for registration at 17.00 hrs on 22/11/2013, at the Private residence by Kulwant Singh Executant.

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

Commission is admitted on 22/11/2013 by

Kulwant Singh

Director, Grewal Concepts Pvt Ltd, 3 D, Dr. G. S. Bose Road, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700039.

By Profession : Business

Indrapal Singh Sandhu

Director, Indranagri Conclave Pvt Ltd, 75 C, Park Street, Kolkata, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

By Profession : Business

Identified By Sebadas Hazra, son of Lt Ranjit Hazra, 6/7 A, A. J. C. Bose Road, Kolkata, Thana:-Shakespeare Sarani, District:-Kolkata, WEST BENGAL, India, Pin :-700017, By Caste: Hindu, By Profession: Service.

(Jaideb Pal)

ADDITIONAL DISTRICT SUB-REGISTRAR

25/11/2013

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 5, 5(f), 53 of Indian Stamp Act 1899.

Amount of Fees:

Amount by Draft

Rs. 110010/- is paid , by the draft number 415899, Draft Date 21/11/2013, Bank Name State Bank of India, LA MARTINIÈRE, received on 25/11/2013

Under Article : B = 109989/- , E = 21/- on 25/11/2013.

Certificate of Market Value(WB PUVI rules of 2001)

It is certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-4,26,15,212/-



(Jaideb Pal)

ADDITIONAL DISTRICT SUB-REGISTRAR





Government Of West Bengal
Office Of the A.D.S.R. SEALDAH
District:-South 24-Parganas

Endorsement For Deed Number : I - 03921 of 2013
(Serial No. 04696 of 2013 and Query No. 1606L000009561 of 2013)

certified that the required stamp duty of this document is Rs.- 75021 /- and the Stamp duty paid as
presive Rs.- 10/-

Stamp duty

Stamp duty Rs. 75021/- is paid , by the draft number 415898, Draft Date 21/11/2013, Bank :
State Bank of India, LA MARTINIÈRE, received on 25/11/2013

(Jaideb Pal)
ADDITIONAL DISTRICT SUB-REGISTRAR



(Jaideb Pal)

ADDITIONAL DISTRICT SUB-REGISTRAR

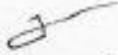
EndorsementPage 2 of 2



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 8
Page from 9312 to 9336
being No 03921 for the year 2013.




(Jaideb Pal) 26-November-2013
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. SEALDAH
West Bengal

