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भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबंगा पश्चिम बंगाल WEST BENGAL

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A.R.A. IV

Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to this document are the part this Document.

Additional Registrar of Assurances-IV, Kolkata

ADDITIONAL REGISTRAR OF ASSURANCES-IV, KOLKATA

17 DEC 2015

ADDITIONAL REGISTRAR OF ASSURANCES-IV, KOLKATA

15 DEC 2015

THIS DEVELOPMENT AGREEMENT made this 15th day of DECEMBER Two Thousand and Fifteen **BETWEEN (1) PRAMOD GUPTA** son of late Prahlad Gupta residing at Flat No 3C, Block-9 Diamond City North 68 Jessore Road, Kolkata- 700055, Police Station Dum Dum, Post Office Bangur,

Sanjay Pramod Gupta

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No. ..... Date.....
Sold To Sri.....
of .....
Rs. .....
P. CHATTERJEE
16, India Exchange Place, Kol-1
Licensed Stamp Vendor
L. No. : 351-RS/1989

Rubulal Banthia
S/o Late Kuran Banthia
37/2 Dumdamtala Lane
P.S Shibpur
P.O Shibpur
D. HOWRAH
P 711102
Business

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having PAN ADMPG0113H **(2) SANJAY GUPTA** son of late Prahlad Gupta residing at 5, B. K. Paul Avenue, Kolkata – 700005 Police Station Jorabagan, Post Office Hatkola, having PAN ADTPG6566H, hereinafter referred to as "the **OWNERS**" (which expression unless excluded by or repugnant to the said or context shall be deemed to mean and include their respective heirs executors administrators legal representatives and/or assigns) of the **ONE PART AND ASPIRA DEVELOPERS PRIVATE LIMITED,** a Company incorporated under the Companies Act, 2013 having its Registered Office at Room No. 703-704, 7th Floor, Gate No. 4, "Poddar Court", 18, Rabindra Sarani, Post Office Bowbazar, Police Station - Bowbazar, Kolkata-700001, (having PAN AANCA0067F), represented by its Director Mr. Sanjay Kumar Parakh son of Sampat Mal Parakh residing at 24, Lee Road, Flat-6A Police Station - Bhowanipur, Post Office - Bhowanipur, Kolkata- 700020 having PAN AESPP2047J, hereinafter referred to as "the **DEVELOPER**" (which expression unless excluded by or repugnant to the said or context shall be deemed to mean and include its successors or successors-in-office) of the **OTHER PART:**

PART-I # DEFINITIONS AND INTERPRETATION:

I **DEFINITIONS**: In this agreement unless there be something contrary or repugnant to the subject or context:

i. **"Subject Property"** shall mean the pieces or parcels of contiguous and adjacent lands in one combined parcel morefully and particularly described in the **FIRST SCHEDULE** hereunder written and include all constructions thereat and appurtenances thereof;

ii. **"Added Areas"** shall mean landed property adjacent to or near the Subject Property that may be included by the Developer in the project development area;

iii. **"New Buildings"** shall mean the one or more new buildings and other structures to be constructed by the Developer at the Subject Property;

iv. **"Common Areas And Installations"** shall mean and include the areas, installations and facilities as be expressed or intended by the Developer from time to time for common use of the Transferees of the Transferable Areas at the Building Complex in common with the Owners and the Developer and the persons permitted by them and in such manner and to such extent as the Developer may deem fit and proper;

v. **"Common Passage"** shall mean the 20 feet wide passage on the south of the Subject Property running from West to East and connecting the Subject Property

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to public road namely B.T. Road and shown in the plan annexed hereto duly bordered thereon in **"Green"**

vi. **"Building Complex"** shall mean the Subject Property with the New Building thereon;

vii. **"Internal Agreed Proportion"** shall mean the proportion of sharing of the Owners' Allocation inter se amongst the Owners hereto being 75% of the Owners' Allocation shall belong to the said Pramod Gupta and 25% of the Owners' Allocation shall belong to the said Sanjay Gupta.

viii. **"Agreed Ratio"** shall mean the ratio of sharing between the Owners and the Developer being 35% belonging to the Owners and 65% belonging to the Developer;

ix. **"Owners' Allocation"** shall mean the 35% (thirty-five percent) share in the Realizations subject to any additions or reductions thereof in accordance with the express terms and conditions hereof **and shall** in case of identification of Separately Allocable Areas, include the portions thereof allocated to the Owners only together with proportionate undivided share in the land attributable thereto;

x. **"Developer's Allocation"** shall mean the 65% (sixty-five percent) share in the Realizations subject to any additions or reductions thereof in accordance with the express terms and conditions hereof **and shall** in case of identification of Separately Allocable Areas, include the portions thereof allocated to the Developer only together with proportionate undivided share in the land attributable thereto;

xi. **"Extras and Deposits"** shall mean the amounts mentioned in **THIRD SCHEDULE** hereto subject to any variations as per clause 7.10 hereto.

xii. **"Force Majeure"** shall mean any event or combination of events or circumstances beyond the control of a Party which cannot be prevented or caused to be prevented, and which materially and adversely affects a Party's ability to perform obligations under this Agreement including:

a. acts of God i.e. fire, draught, flood, earthquake, storm, lightning, epidemics and other natural disasters;

b. explosions or accidents, air crashes;

c. strikes, lock-outs, civil disturbances, curfew etc.;

d. Civil commotion, insurgency, war or enemy action or terrorist action;

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e. change in Law, Rules and Regulations, injunctions, prohibitions, or stay granted by court of law, Arbitrator, Government;

f. non-availability of water supply or electric power or like or undue shortage in availability of construction materials; or

g. any other event or circumstances which is beyond the control of the parties.

xiii. **"Government"** shall mean the Central or State Government or any Department thereof and includes any Local Authority or Statutory Bodies or authorities having jurisdiction and shall also include any Government Company.

xiv. **"Transferees"** shall mean and include all persons to whom any Transferable Areas is transferred or agreed to be so done;

xv. **"Transfer"** (with their respective grammatical variations) shall include transfer by sale or lease and/or by any other means adopted in respect of the Transferable Areas or any part or share thereof;

xvi. **"Person"** shall mean any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, LLP, trust, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a Person under applicable Law;

xvii. **"Phases"** with their grammatical variations shall mean the different phases in which the Development shall be carried out in terms hereof.

xviii. **"Transferable Areas"** shall include Units (which may be flats, apartments, office spaces, shops, constructed/covered spaces or the like), covered parking spaces, open parking spaces, terraces, roofs, gardens, open spaces, club (if constructed) with or without any facilities and all other areas at the Building Complex capable of being transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise and shall also include any area, right or privilege at the Building Complex capable of being commercially exploited or transferred for consideration in any manner;

xix. **"Realization"** shall mean the amounts received against Transfer of the Transferable Areas from time to time but shall not include any amounts received on account of Extras and Deposits;

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xx. **"Building Plans"** shall mean the Building Plans that may be caused to be sanctioned or approved from the Panihati Municipality for development of the Subject Property and include all modifications and/or alterations thereto;

xxi. **"Common Purposes"** shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Building Complex and in particular the Common Areas and Installations; rendition of common services in common to the transferees thereof; collection and disbursement of the common expenses; the purpose of regulating mutual rights, obligations and liabilities of the transferees thereof; and dealing with all matters of common interest of the transferees thereof;

xxii. **"Separately Allocable Areas"** shall mean those Transferable Areas to be identified and allocated to the Owners and the Developer under specified circumstances as mentioned in clause 8 hereto.

II INTERPRETATION:

(i) Reference to any Clause shall mean such Clause of this deed and include any sub-clauses thereof. Reference to any Schedule shall mean such Schedule to this deed and include any parts of such Schedule.

(ii) Headings, Clause Titles, Capitalized expressions and Bold expressions are given for convenience purpose only.

(iii) Words of any gender are deemed to include those of the other gender;

(iv) Words using the singular or plural number also include the plural or singular number, respectively;

(v) The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified Articles of this Agreement, as the case may be;

(vi) Reference to the word "include" shall be construed without limitation;

(vii) The Schedules/Annexure and recitals hereto shall constitute an integral part of this Agreement and any breach of the stipulations contained in the Schedule shall be deemed to be a breach of this Agreement;

(viii) Reference to a document, instrument or agreement (including, without limitation, this Agreement) is a reference to any such document, instrument or

agreement as modified, amended, varied, supplemented or novated from time to time in accordance with the provisions; and

(ix) Where any act is prohibited by the terms of this Agreement, none of the Parties will knowingly permit or omit to do anything, which will allow that act to be done.

(x) Where any notice, consent, approval, permission or certificate is required to be given by any party to this Agreement such notice, consent, approval, permission or certificate must be in writing.

SECTION–II # RECITALS & REPRESENTATIONS:

A. The Owners are the sole and absolute owner of the Subject Property.

B. The Owners have approached the Developer to develop the Subject Property and made the following several representations, assurances and warranties to the Developer which have been completely relied upon by the Developer:

i) The Owners for valuable consideration paid by them purchased and became the sole and absolute owners of the Subject Property. The facts about the Owners deriving title to the Subject Property are represented by the Owners in the **FOURTH SCHEDULE** hereunder written and the same are all true and correct.

ii) The Owners have a marketable title in respect of the Subject Property including the structures situated thereon without any claim, right, title, interest of any person thereon or therein and the Owners have absolute right to enter into this Agreement with the Developer.

iii) That the Subject Property is free from all encumbrances, mortgages, charges, liens, lis pendens, attachments, leases, tenancies, occupancy rights, uses, debutters, trusts, claims and liabilities whatsoever and no other person or persons has got any right, title and interest in the Subject Property in any manner or on any account, whatsoever.

iv) That the Subject Property is secured by boundary walls and is directly abutting Aswani Dutta Road with continuous frontage on the northern side and the Subject Property comprises of Bastu lands and the Subject Property is fit for the development and Transfer of the Building Complex.

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v) There is no notice of acquisition or requisition received or pending in respect of the Subject Property or any part thereof and the Subject Property does not contain any excess vacant land under the Urban Land (Ceiling and regulation) Act, 1976 or ceiling surplus land under West Bengal Estates Acquisition Act, 1953 or the West Bengal Land Reforms Act, 1955 or any other law whatsoever.

vi) Neither the Subject Property nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of Law or due to Income Tax, Revenue or any other Public Demand and there is no impediment, obstruction, restriction or prohibition in the Owners entering upon this agreement and/or in development and transfer of the Subject Property so developed.

vii) That all original documents of title are in the custody of the Owners and no other person has any right or entitlement in respect of the same.

viii) That the Owners had previously entered upon a registered development agreement dated 26th June 2015 with one Sajjan Developers Private Limited and also executed and registered a power of attorney on the date both of which have been cancelled and revoked in writing immediately before the execution hereof upon full and final settlement of all claims or dues of the developer thereunder without any outstanding dues or claims towards any person under or arising out of such development agreement and power. The developer or the attorney to such agreement and power of attorney both dated 26th June 2015 did not do any act, deed or thing pursuant thereto and the same remaining merely a paper transaction.

ix) That except the agreement and power stipulated in the last preceding sub-clause, the Owners have not entered upon any agreement or contract with any other person or persons/company or companies in connection with the Subject Property or its development/sale/transfer prior to execution of this agreement and that the Owners are free to enter into this agreement with the Developer.

x) That the Owners have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Subject Property or any part thereof can or may be impeached, encumbered or affected in

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title or would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement

xi) That there is no subsisting guarantee, obligation, liability, bond or transaction whatsoever by the Owners affecting the Subject Property;

xii) The Owners have full, free and unfettered right to use the Common Passage for ingress, egress and passage of men materials and utilities along under or over the same.

xiii) There is no difficulty in the compliance of the obligations of the Owners hereunder.

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

D. For the purpose of development of the Subject Property and its Transfer and other related purposes, the parties have upon protracted negotiations and discussions between them, broadly agreed that the Owners shall provide the Subject Property and appoint the Developer with sole and exclusive rights and authority to develop and Transfer the same and the Owners and the Developer would be entitled to share the Realizations in the Agreed Ratio and may share the separately allocable areas in the Agreed Ratio in specified circumstances.

E. The parties are now entering upon this agreement to put into writing all the terms and conditions agreed between them in connection with the development of the Subject Property and the commercial exploitation of the Building Complex by the parties and their respective contributions, rights and obligations in respect of the same as hereinafter contained.

PART-III # WITNESSETH:

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

1. AGREEMENT AND CONSIDERATION:

1.1. In the premises aforesaid, the parties have agreed and contracted with each other for the development of the Subject Property and commercial exploitation of the Building Complex for the benefit of the parties respectively as contained herein and for the consideration and on the terms and conditions hereinafter contained.

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1.2. The Owners have agreed to provide the Subject Property in terms hereof to be henceforth used exclusively and solely for the purpose of the development of the Building Complex and its Transfer by the Developer and other related purposes hereinafter contained.

1.3. In consideration of the mutual promises of the parties:

1.3.1. The Owners hereby unequivocally appoints the Developer to develop the Subject Property and Transfer all Transferable Areas therein and hereby agrees that with effect from the date of execution hereof, the Developer shall have the sole, exclusive and irrevocable rights, authorities and entitlements (a) to develop and construct upon the Subject Property and (b) to the Developer's Allocation and (c) to Transfer the entire Building Complex and all Transferable Areas therein as morefully contained herein and (d) entirety of the Extras and Deposits and (e) all other properties benefits and rights hereby agreed to be granted to the Developer or to which the Developer is entitled hereunder;

1.3.2. The Developer hereby agrees that the Owners shall be entitled (a) to the Owners' Allocation and (b) all other properties benefits and rights hereby agreed to be granted to the Owners or to which the Owners are entitled hereunder;

1.3.3. The Owners hereby agrees to sell convey and transfer proportionate undivided share in the land attributable to the Transferable Areas in favour of the Transferees nominated by the Developer and the consideration for the same shall be the share of the Owners in the Realizations;

on and subject to the terms and conditions hereinafter contained

1.4. Each of the parties agree to carry out their respective obligations and liabilities hereunder in the manner agreed to herein within the stipulated periods thereof.

1.5. The Developer agrees to develop the Subject Property in the manner hereinafter mentioned and to provide or cause to be provided all requisite workmanship, materials and technical know how for the same.

1.6. Each of the promises herein shall be the consideration for the other.

1.7. Except in accordance with any specific terms and conditions if so mentioned elsewhere in this Agreement, this Agreement and the power/s of attorney to be executed in pursuance hereof shall not be cancelled or revoked by the Owners under any circumstances.

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2. PRELIMINARY OBLIGATIONS OF THE OWNER:

2.1 **Attributes:** The Owners shall be responsible and liable for causing and ensuring the following attributes in respect of the Subject Property :

(i.) Marketable Title in respect of the Subject Property;

(ii.) The Subject Property is and shall be free from all encumbrances, mortgages, charges, liens, lis pendens, attachments, uses, debutters, trusts, bardagars, leases, tenancy rights, uses, occupancy rights, acquisition, requisition, alignment, claims, demands and liabilities whatsoever or howsoever;

(iii.) Vacant and peaceful possession of the Subject Property duly secured by boundary walls on all sides;

(iv.) Direct access from public Road namely Aswini Dutta Road with a continuous frontage of at least 36 feet wide and common access from the Common Passage with full, free and unfettered right of ingress, egress and passage of men, materials, vehicles and utilities along over or under the same as applicable;

2.2 **Obligations:** The Owners hereby agrees and undertakes with the Developer that the Owners shall at his own costs and expenses and within 60 days from the date of execution hereof do and comply with the following in respect of the Subject Property:

(i.) To make out a marketable title to the entirety of the Subject Property and answer any requisitions on title that may be raised upon the Owners. It shall be the obligation and liability of the Owners to clear and remove any defect or deficiency in the title in respect of the Subject Property or any part thereof or any mistake, defect or insufficiency in the records of the Government connected thereto or any encumbrance if found affecting the same or any embargo or restriction, if any, in the development of the same in the manner contemplated herein within a maximum period of 30 days from the date of the same arising.

(ii.) To bear and pay the land revenue, municipal and all other rates taxes and other dues and outgoings in respect of the Subject Property (including electricity etc.) if found due till the date hereof at its own costs and expenses. The Owners have already paid all municipal rates and taxes and land revenue upto the date of execution hereof.

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(iii.) To apply for and obtain any other permissions, clearances and no objection certificates as may be required for making the Subject Property fit for development. The costs and expenses in respect of such permissions, clearances and no objection certificates shall be payable by the Developer.

2.3 In case records of the B.L. &L.R.O., Panihati Municipality or any other Appropriate Authority contain any error, defect, discrepancy, omission, inconsistency or mis-description in numbering, mutation, area, nature, share etc. or require any correction or rectification or change, the Owners shall also cause the same to be corrected and rectified within **30 days** from the date of execution hereof or within **30 days** of the detection thereof.

2.4 All costs and expenses in respect of all the obligations of the Owners shall be borne and paid by the Owners, except those agreed to be paid by the Developer.

2.5 The Developer agrees to provide necessary co-operation to the Owners upon being desired by them for compliance of the said obligations.

3. SECURITY DEPOSIT:

3.1 The Developer has deposited with the Owners, an interest free security deposit in a sum of Rs.1,55,00,000.00 (Rupees one crore fifty-five lacs) only (hereinafter referred to as "the **security deposit**") at or before the execution hereof refundable/adjustable by the Owners to the Developer as hereinafter contained.

3.2 REFUND OF SECURITY DEPOSIT:

(i.) Out of the said security deposit, a sum of Rs.25,00,000/- (Rupees twenty-five lacs) only (hereinafter referred to as "the **Refundable Deposit Amount**") shall be refunded by the Owners within 15 days of the Developer intimating the Owners that the construction of the Building Complex has been completed and the architect has issued the Completion Certificate thereof;

(ii.) Out of the said security deposit, a sum of Rs.1,30,00,000/- (Rupees one crore thirty lacs) only (hereinafter referred to as "the **Adjustable Deposit Amount**") shall be refundable by the Owners to the Developer by adjustment out of the share of the Owners in the Realizations and/or against any separately allocable areas of the Owners as provided hereinafter.

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4. **POSSESSION:**

4.1 It is recorded that the Developer is in possession of the Subject Property for the purposes of this agreement.

5. **EXECUTION OF THE PROJECT:** The Developer shall exclusively provide overall project management and co-ordination for the development of the Building Complex in a phase wise manner.

5.1 **PLANNING:** The Owners and the Developer agree that the entire planning and layout for the Project Development, including, inter alia, on the aspects mentioned hereinbelow, is and shall continue to be done or caused by the Developer:

(i.) The design, concept and layout of the Project Development;

(ii.) The different types of constructions and developments at the Subject Property including New Buildings, Parking, Club and any other Residential, Assembly, Institutional, Commercial or Mercantile uses (it being clarified that the above list are neither mandatory nor exhaustive).

(iii.) All or any developments and constructions of or relating to landscaping, plantation, natural or artificial water bodies, walkways, driveways, parks, beautification works etc., at the Subject Property;

(iv.) The nature of the constructions and developments at the Subject Property including any underground, ground level or above the ground developments and constructions;

(v.) The different purposes for which the Subject Property or part or parts thereof or any constructions or developments thereof can be used or be put to use;

(vi.) The identification of areas and portions of the Subject Property or any developments and constructions to be allocated to different uses and purposes including portions to be used for New Buildings or Club or Parking or Common Portions or others;

(vii.) The identification of different categories of users of different types of constructions and developments at the Subject Property.

5.2 **DEVELOPMENT IN PHASES:** The Developer shall be free to plan, commence and continue the construction and development of the Subject

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Property in such separate and/or overlapping phases as the Developer may deem fit and proper without affecting the completion time mentioned hereinafter. The Developer shall plan and identify the different phases in consultation with the Owners.

5.3 **SURVEY & SOIL TESTING:** The Developer shall at its own costs and expenses carry out necessary survey and soil testing and other preparatory works in respect of the Subject Property.

5.4 **BUILDING PLANS:**

(i.) The Developer shall at its own cost and expenses cause to be prepared the proposed building plans and send a copy of the same to the Owners. In case there is any point of discussion on the proposed plans between the Owners and the Developer, the same shall be done in the presence of the Architect for the project whose decision shall be final and binding on the parties.

(ii.) The originals of such Building Plans, caused to be sanctioned by the Developer, shall remain in the custody of the Developer and the Owners shall be entitled to take copies thereof.

(iii.) The Developer shall be entitled from time to time to cause modifications and/or alterations to the building plans in such manner and to such extent as the Developer may, in its sole discretion, deem fit and proper.

5.5 **COMMON AREAS AND INSTALLATIONS:** The Developer shall construct the basic common areas and installations as per the specifications contained in the **SECOND SCHEDULE** and to charge Extras and Deposits in respect of any work or provision as the Developer may deem fit and proper. The Developer shall be free to add any other infrastructure or amenity as common area or installation and in such event the Developer shall be entitled to claim or recover such costs, charges or expenses in respect thereof from the Transferees as the Developer may deem fit and proper. The Developer shall also be free to designate, earmark, restrict, limit or otherwise administer and control the use of any common area or installation for all or select Transferees of the Building Complex and/or select Transferees of any portion or portions of the New Building as the Developer may deem fit and proper. The Developer and all Transferees so permitted shall also have the full, free and unfettered right of use of the Common Passage for ingress and egress and passage of men, materials, vehicles and utilities along over and under the same, as applicable.

5.6 **CONSTRUCTION OF BUILDING COMPLEX:** The Developer shall construct erect and complete the proposed Building Complex in several phases and in a good and workman like manner with good and standard quality of materials and shall construct and finish the development work in accordance with the specifications mentioned in the **SECOND SCHEDULE** hereunder written save as may be modified or altered by mutual consent or approval of the Architects. The Developer shall construct and build the New Building in accordance with the Building Plans and to do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules in force at the relevant time. The construction shall be done by the Developer in strict compliance of the legal requirements like maintenance of records at the site.

5.7 **UTILITIES:** The Developer shall be entitled to apply for and to obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the proposed Building Complex, at its own cost.

5.8 **AUTHORITIES FOR PERMISSIONS:** In addition and without prejudice to the obligation of the Owners to execute the power of attorney in favour of the Developer as contained hereinafter, the Developer shall be authorised and empowered and wherever possible in its own name as Developer to apply for and obtain all permission, approval and clearances from any authority whether local, state or central for the construction of the proposed Building Complex and also to sign and execute all plans sketches papers and applications and get the same submitted to and sanctioned by the appropriate authority or authorities from time to time for demolition, making additions and/or alterations, constructions and/or reconstructions on the Subject Property or any portion thereof and/or for obtaining any utilities and permissions.

5.9 **ARCHITECT AND CONSTRUCTION TEAM:** The Architects and the different kinds of people required for execution of Building Complex project shall be such person as may be selected and appointed by the Developer in its sole discretion. All persons employed by the Developer for the purpose of construction such as architects, contractors, labourers, care-takers, etc., shall be the persons under appointment from and/or employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc., or their acts in any manner whatsoever and shall have no responsibility towards the architect and/or contractors labourers caretaker etc., or for the compliance of the provisions of labour laws, payment of wages,

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payment of P.F., E.S.I., etc., maintenance of records of labourers etc., and all the responsibilities in that behalf shall be of the Developer and the Owners shall be kept protected and harmless against any action, if taken or threatened to be taken against the Owners for non compliance or violation of the said requirements.

5.10 **CERTAIN AUTHORITIES:** Save those mentioned above, the Developer shall be liable to apply for and obtain any other certificate permission clearance etc., as may be required or found necessary for development of the Subject Property and for that to comply with all formalities (including soil testing) and do all acts deeds and things.

5.11 **CO-OPERATION AND ASSISTANCE:** For all or any of the purposes contained hereinabove, the Owners shall render all assistance and co-operation to the Developer and sign execute and submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time.

5.12 **COSTS & EXPENSES:** All costs and expenses for sanctioning of plans (including fees of the Architects and all fees costs and charges payable for sanction, modification, alteration and/or revision of building plans), all costs of construction and development of the Subject Property and the activities mentioned above has been and shall continue to be borne and paid by the Developer.

5.13 **TIME FOR COMPLETION:** Subject to force majeure and subject to the Owners not being in default in compliance of its obligations hereunder, the Developer agrees to construct the New Buildings at the Subject Property within 36 (thirty-six) months from the date of commencement of construction pursuant to sanction of building plans and the grant of all clearances and certificates by the appropriate Government authorities to commence and carry out the development of the Building Complex.

5.14 **ADDITIONAL AREAS:** In case at any time after the date of execution hereof, any additional area beyond those sanctioned thereunder can be constructed lawfully at the Subject Property or any part thereof, due to changes in any law, rules, regulations or bye-laws or otherwise, the benefit of such additional construction and all appertaining right title and interest in the Subject Property shall accrue to and belong to the Developer alone Provided That if the Owner is agreeable to contribute 35% of the costs charges and expenses in respect of

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sanction and/or construction of such additional construction, then the benefit of such additional construction and all appertaining right, title and interest in the additional area shall accrue to the Owner and the Developer in the Agreed Ratio.

5.15 **SUPER BUILT UP AREA** : The super built-up area in respect of all the Units in the Building Complex (including those forming part of the Developer's Allocation and the Owners' Allocation), shall be such as be determined by the Developer.

6. **TRANSFER:**

6.1 The Owners do hereby appoint the Developer and grant to the Developer the exclusive rights and authority to Transfer the entire Building Complex and all Transferable Areas therein on the terms and conditions hereinafter contained.

6.2 The Owners agrees to sell and transfer the proportionate undivided share in land and all and whatever its entire share right title and interest in all developments thereat to the Transferees in such parts or shares as the Developer may nominate or require.

6.3 The Developer shall be entitled to advertise for Transfer of the Transferable Areas in all media and to appoint brokers, sub-brokers and other agents for sale and transfer of the Transferable Areas at such remuneration and on such terms and conditions as it may deem fit and proper.

6.4 The consideration for which the Developer shall open the bookings and/or for which the Transferable Areas will be transferred by the Developer shall be such as be determined by the Developer from time to time.

6.5 The Developer shall accept bookings of any Transferable Area from any Transferee and if necessary to cancel revoke or withdraw any such booking.

6.6 The agreements and final deeds of conveyance in respect of the Transfer of Transferable Areas shall have both the Owners and the Developer as parties and be signed by the authorized representatives of the Owners and the Developer. The Owners agree to execute a power of attorney in favour of the Developer (and its nominee/s) for signing the agreements and deeds of conveyance and all other documents and writings on behalf and as authorized representative of the Owners from time to time and shall not revoke the same during the subsistence of this agreement.

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6.7 In addition to the agreements and final deeds of conveyance the other documents, booking forms, receipts, confirmations, applications, etc., relating to Transfer of the Transferable Areas shall be executed by the Developer on behalf of itself and the Owners (wherever required) and the Owners hereby authorizes and empowers the Developer fully and in all manner with regard thereto.

6.8 All documents of transfer or otherwise shall be such as be drafted by M/s. DSP Law Associates, Advocates of 4D Nicco House, 4th floor, 1B and 2 Hare Street, Kolkata- 700001..

6.9 **Marketing Costs:** All costs of brokerage, commission, and like other amounts relating to marketing as shall be payable by the Owners and the Developer in the Agreed Ratio.

6.10 **Advertisement Costs:** All costs of advertisement and publicity of the Building Complex shall be payable by the Owners and the Developer in the Agreed Ratio.

6.11 **Loans by Transferees:** The Transferees shall be entitled to take housing loans for the purpose of acquiring specific Units and Transferable Areas launched from banks, institutions and entities granting such loans. The Owners and the Developer shall render necessary assistance and sign and deliver such documents, papers, consents etc. as be required in this regard by such banks, institutions and entities Provided That there is no monetary liability for repayment of such loans or interest upon them or any of them nor any charge or lien on the Project/Subject Property except the flat and appurtenances under sale or Transfer and save those occasioned due to cancellation of the agreement with the Transferee and to the extent to be mentioned in the agreement for sale to be entered with them. The liability arising out of any such cancellation shall be to the account of the party which is in default.

7. REALIZATION AND DISTRIBUTION:

7.1 The Owners shall be entitled to 35% of the Realization in the Internal Agreed Ratio subject to the provisions relating to adjustment therefrom as mentioned herein and the Developer shall be entitled to 65% of the Realization.

7.2 The Developer shall be entitled to receive the entire Realizations including earnest money, part payments, consideration and also to receive the Extras, Deposits and other amounts on any account receivable from the Transferees and other persons. All Realisations shall be deposited in a specified escrow bank account opened under the joint signature of the parties (Special Account) and all

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customers will be required to be notified about mentioning of the bank account in the cheques and other instruments for making payments on any account relating to the project. There shall be standing instructions to the bank about transfer of the funds therein to the respective bank accounts of the Owners and the Developer as follows:-

7.2.1 The entire Service Tax and Cess shall be transferred to a specified bank account of the Developer for the Developer to comply with the formalities. In case the Service Tax and Cess is superseded or replaced by any other tax or any addition taxes are imposed, then the same shall also be transferred to the specified bank account of the Developer.

7.2.2 After transfer of the amount in connection with the Service Tax and Cess the following transfers shall take place from the Special Account:

(i) A sum equivalent to **5% (five percent)** shall be transferred in a separate specified bank account of the Developer to meet the Marketing and Advertizement Costs. The balance remaining in the said account shall be distributed between the Parties in the Agreed Ratio after the Building Complex is Transferred jointly and/or the Separately Allocable Areas are divided between the Owners and the Developer.

(ii) **33.25% (thirty-three decimal twenty-five per cent)** belonging to the Owners to the specified bank account of the Developer towards *pro tanto* refund of the Adjustable Deposit Amount by the Owners to the Developer. This transfer shall continue until refund/adjustment of the Adjustable Deposit Amount, whereafter the same shall be transferred to the specified bank account/s of the Owners to be appropriated by them in the Internal Agreed Ratio.

(iii) **61.75 % (sixty-one decimal seventy-five per cent)** belonging to the Developer to the specified bank account of the Developer.

7.3 The Service Tax and cess required to be charged from the Transferees shall be received by the Developer and paid by the Developer directly to the authorities concerned. Any such Service Tax and cess if deposited in the Special Account shall be transferred to the specified account of the Developer for such compliance.

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7.4 The Developer shall be and is hereby authorized to issue receipts on behalf of itself and the Owners for the amounts so received which shall fully bind the Owners and the Developer both.

7.5 All payments made by the parties to each other shall be subject to any errors or omissions and the consequent accounting and settlement when detected. Further, in case due to cancellation of any booking or agreements/contracts or any other reason, any part of the Realization becomes refundable or payable to any Transferee the Owners and the Developer shall refund and pay the same to the extent received by them respectively and if any interest or compensation is payable to any Transferee, the Owners and the Developer shall bear and pay the same in the Agreed Ratio.

7.6 The Developer shall maintain proper separate accounts pertaining to the Transfer (including Marketing Costs and Advertisement Costs as per clause 6.9 and 6.10 above) of the Building Complex.

7.7 The records of Transfer (including Marketing Costs) of the Building Complex shall be kept at the place of business of the Developer at its registered office and the Developer shall not change the same without giving advance 15 days notice to the Owners in respect of the new place so fixed by the Developer. The Owners shall have at all times full and free access and liberty to inspect such separate Books of Accounts of the Developer relating to accounting for Transfer of the Building Complex. For the purpose of accounting and settlement the parties shall, if so required by the Developer or found necessary, make all necessary entries and adjustments in their respective books of accounts in respect of their respective shares arising from the Transfer of the Building Complex.

7.8 After fulfilment of this agreement or at such time as the parties mutually agree, the final accounts pertaining to the entire period of continuance of this agreement shall be made and finalized by the parties.

7.9 The accounts as on any given date shall be deemed to be final and accepted (save for any errors or omissions on the face of the record) if no objection from any party is received in respect thereon within 45 days of such given date.

7.10 Any Extras and Deposits including those mentioned in the **THIRD SCHEDULE** hereunder written that may be taken by the Developer from the Transferees (including the Transferees of the Owners' Allocation) shall be taken and utilized separately by the Developer and the Owners shall have no concern

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therewith. The Developer shall be free to add any Extra or Deposit beyond those mentioned in the Third Schedule

8 SEPARATE ALLOCATIONS UNDER SPECIAL CIRCUMSTANCES:

8.1 Upon construction of the Building Complex, the parties may by mutual consent or upon notice in writing by Developer to the Owners for separate identification and distribution of the allocation of the parties, make separate allocations and the following terms and conditions shall apply thereto:-

8.1.1 The Owners would be allocated in the Internal Agreed Proportion identified areas equivalent to 35% of un-transferred portions of the Transferable Areas in the Building Complex as and being Owners' Allocation and the Developer would be allocated identified area equivalent to 65% of un-transferred portions of the Transferable Areas in the Building Complex as and being Developer's Allocation;

8.1.2 The location of the respective identified areas of the parties shall be identified on pari passu basis and to be determined by the Developer in consultation with Owners. The areas so identified for the Owners shall belong to the Owners together with the appurtenant share in the land comprised in the Subject Property and Common Areas and Installations and the areas so identified for the Developer shall belong to the Developer together with the appurtenant share in the land comprised in the Subject Property and Common Areas and Installations. The Owners shall convey the undivided share appurtenant to the identified areas of the Developer's Allocation to the Developer and/or its nominee or nominee and in exchange the Developer shall convey the constructed areas forming part of the Owners' Allocation to the Owners and/or its nominee or nominees.

8.1.3 The Developer shall deliver the identified separate Owners' Allocation to the Owners upon receiving refund from the Owners of the Security Deposit;

8.1.4 The Owners and the Developer shall be entitled to deal with and dispose of their respective allocations to such person and at such price/consideration as they may respectively deem fit and proper **Provided However That:-**

(i) The Developer shall communicate the date of launch of a particular part of the Building Complex to the Owners in writing,

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if not already launched by then, and until such communication neither party shall deal with, transfer or enter upon any negotiations in connection with such part of the Building Complex:

(ii) Neither party shall make any commitment or enter upon any term which is or may be repugnant to or contrary to those contained or otherwise affects or prejudices the scope of the respective rights and obligations of the parties hereto hereunder;

(iii) Neither party shall without the prior written consent of the other execute and register the sale deeds and other instruments in respect of completion of sale or transfer in respect of any part of the Building Complex, till such time as the Occupancy Certificate is obtained by the Developer in respect of such part;

(iv) Any transfer by any party shall be at its own respective risks and consequences;

(v) The parties shall appoint one or more common marketing agents to be decided by the Developer.

(vi) All Extras and Deposits in respect of the separately allocated areas of the Owners shall be borne and paid by the Owners prior to taking possession thereof.

8.1.5 **Notice of completion of Owners' Allocation:** The delivery of the separate identified Owners' Allocation shall be intimated by the Developer to the Owners by way of 15 days notice, in writing. Before issuing notice to the Owners to take possession as aforesaid, the Developer shall construct and complete the concerned Units and other portions internally and provide reasonable ingress and egress, obtain temporary or permanent water, electricity and drainage connections.

8.1.6 The Owners hereby confirms and accepts as follows:-

(i) All the common areas and installations shall not be complete before the final completion of the entire development;

(ii) The elevation works and decoration and beautification works, relief and land layout works, permanent connections relating to

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the common amenities may be part of the last phase of construction of the Building Complex.

8.1.7 The areas agreed to be transferred or transferred prior to separate identification shall continue to be transferred jointly by the Owners and the Developer;

8.1.8 Save to the extent modified and altered as aforesaid all other terms and conditions of this agreement shall apply.

8.2 The detailed terms and conditions of such division shall be documented in a separate document that may be entered into by the parties by mutual consent, failing which, as may be decided upon arbitration by the Arbitration Tribunal.

9 COMMON PURPOSES:

9.1 As a matter of necessity each of the Owners and the Developer and all persons deriving right title or interest from them or any of them, in using and enjoying the Transferable Areas would be bound and obliged to pay the amounts and outgoings and comply with the obligations restrictions conditions and covenants as may be framed by the Developer and adopted for or relating to the Common Purposes. Furthermore, while dealing with and/or entering into any agreements and other documents of transfer and/or commitments relating to transfer of the Transferable Areas or any part thereof, the Owners and the Developer shall respectively necessarily incorporate and ensure the payment of such amounts and outgoings and fulfilment and compliance of all such payments restrictions obligations conditions and covenants by the Transferees.

9.2 The Developer shall upon completion of the proposed development form one or more Associations (which may be a Society or Company or Association as may be deemed proper and expedient) for the Common Purposes and till such time as the Associations are formed or till such earlier time as the Developer may deem fit and proper, the Developer or its nominee shall be in charge for the Common Purposes for such period as the Developer may deem fit and proper.

10 TITLE DEEDS

10.1 The Owners shall simultaneously with the execution hereof deliver to the Developer all the original documents of title in respect of the Subject Property as mentioned in the **FIFTH SCHEDULE** hereunder written.

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10.2 The Developer shall be entitled from time to time and at all times to produce, submit, deliver, give copies and extracts of and from the said original documents of title before government and semi government bodies and authorities, municipal and land authorities, B.L.&L.R.O., D.L.&L.R.O., Collector, local authorities, statutory bodies, courts, tribunals, judicial and quasi judicial forums, service providers and other persons and authorities as may be required. In the event of loan raised by the Developer for the purpose of development of the Subject Property, then the Owners authorizes the Developer to deposit the original title deeds to the lenders or as the lenders may prescribe at the material time and the Owners permits mortgage or giving of security of the Developer's Allocation Provided that the Owners' Allocation shall not be mortgaged for any loan or advance taken by the Developer.

10.3 The Developer may also produce and/or give copies or extracts from the said original documents of title to any Transferee in respect of the Developer's Allocation at the Subject Property and/or sale/purchase of the Transferable Areas.

11 OBLIGATIONS AND COVENANTS OF THE OWNER:

11.1 The Owners do hereby agree and covenant with the Developer:

11.1.1 not to cause any interference or hindrance in the modification, revision, validation etc. of Building Plans, development and/or Transfer of the Building Complex at the Subject Property and Transferable Areas therein and not to do any act deed or thing whereby any right of the Developer hereunder may be affected or the Developer is prevented from making or proceeding with the modification/alteration of Building Plans, development of the Subject Property and/or Transfer the Transferable Areas.

11.1.2 Not to disturb the Developer in its possession of the Subject Property or in the acts relating to development and Transfer of the Building Complex in any manner.

11.1.3 Not to assign this agreement to any person in any manner without the prior consent in writing from the Developer.. The Developer doth hereby covenant with the Owner that the Developer shall also not assign this agreement to any person in any manner without the prior consent in writing from the Developer but this restriction shall not affect the right

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to enter upon consortium, collaboration, partnership or other arrangement with any other person/s to jointly execute the project.

11.2 The Owners do hereby further agree and covenant with the Developer not to let out, grant lease, mortgage, charge or otherwise encumber or part with possession of the Subject Property or any part thereof as from the date hereof save only as regards the transfer of its share in the Transferable Areas according to the express terms of this agreement.

12 POWERS OF ATTORNEY AND OTHER POWERS:

12.1 The Owners shall simultaneously with the execution of these presents execute and/or register one or more Powers of Attorney in favour of the Developer and/or its nominated persons jointly and/or severally granting all necessary powers and authorities to effectuate and implement this agreement and exercise of the rights and authorities of the Developer and also otherwise under this agreement. If any further powers or authorities be required by the Developer at any time for or relating to the purposes mentioned herein, the Owners shall grant the same to the Developer and/or its nominees at the latter's costs and expenses.

12.2 Notwithstanding any death or incapacity of the Owners, this agreement as well as the Power/s of Attorney to be executed by the Owners in pursuance hereof, shall remain valid and effective and automatically bind all the heirs executors administrators legal representatives or successors as if he/she/they/it was party hereto and to the said Power/s of Attorney. Notwithstanding any amalgamation, merger, demerger etc., of the Developer, this agreement shall remain valid and effective and automatically bind all the successors or successors-in-office of the Developer as if it was party hereto.

12.3 While exercising the powers and authorities under the Power or Powers of Attorney to be granted by the Owners in terms hereof, the Developer shall not do any such act, deed, matter or thing which would in any way infringe the rights of the Owners and if the Owners suffers any losses damages costs demands claims or proceedings due to the negligence or wrongful acts of the Developer, the Developer shall indemnify and keep the Owners fully saved harmless and indemnified in respect thereof. It is however clarified that nothing contained in the Power or Powers of Attorney to be so granted shall in any way absolve the Owners from complying with its obligations hereunder nor from

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compensating the Developer against any loss or damage, if any, that may be suffered by the Developer owing to undue delay or default in such compliance of its obligations.

12.4 It is understood that to facilitate the development of the Subject Property by the Developer and for obtaining necessary connections and utilities therein or therefor, various acts 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 Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertakes to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owners shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Owners also undertakes to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer.

12.5 The said power or powers of attorney to be so granted by the Owners to the Developer and/or its director/s/nominee/s shall form a part of this agreement.

13 MISCELLANEOUS:

13.1 For all or any of the purposes mentioned herein, the Owners shall fully co-operate with the Developer in all manner and sign execute submit and/or deliver all applications papers documents plans etc. as may be required of by the Developer from time to time at the cost and expenses of the Developer.

13.2 The Owners shall have the right to inspect the work and its progress regularly and any deviation of agreement or defects pointed out shall be rectified by the Developer. Any notice pointing out defect shall be given promptly and in any event within a reasonable time in respect of the works going on.

13.3 The Developer shall provide or arrange necessary finance for development of the Building Complex project as stated hereinabove and without affecting such obligation of the Developer, the Owners do hereby also agree and permit that the Developer may obtain finance required in respect of development of the Subject Property from Banks and/or the Financial Institutions (viz Life Insurance Corporation of India, Housing Development Finance Corporation Limited, SBI Home Finance Limited, National Housing Bank, Recognized

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Foreign Direct Investment, Real Estate Fund or Trust etc.) by mortgaging and charging the Developer's Allocation. However, the Owners' Allocation and related right and share in the Subject Property shall under no circumstances be encumbered or charged to the Lenders of the Developer for granting loan to the Developer for development of the Subject Property. The Owners shall be party to the agreement relating to the loan but shall not be responsible for any liability for repayment of the loan raised by the Developer from the Lenders. In case owing to any loans or finances obtained by the Developer, the Owners suffers any losses or damages due to any non repayment, delay in repayment by the Developer or due to any other consequence of delay or default of the Developer in respect of its obligations in respect of any such loan or liability whatsoever, the Developer shall indemnify and keep the Owners saved harmless and indemnified in respect thereof.

13.4 The Developer shall also be entitled to get the project at the Subject Property approved from the Banks and/or Financial Institutions to enable the persons interested in acquiring and owning Transferable Areas to take loans from any such Banks or Financial Institutions. The Owners and the Developer shall render necessary assistance and sign and deliver such documents, papers, consents, etc. as be required in this regard by such banks, institutions and entities provided that there is no monetary liability for repayment of such loans or interest upon them or any of them nor any charge or lien on the Project / Subject Property except on the Unit and appurtenances under sale or Transfer and save those occasioned due to cancellation of the agreement with the Transferee and to the extent to be mentioned in the agreement for sale to be entered with them or agreements with them and their financers.

13.5 Till the date of execution hereof all incomings and outgoings (including but not limited to municipal and other rates and taxes, electricity charges etc.) in respect of the same shall be borne and paid by the Owners. From the date of execution hereof all municipal rates and taxes, khajana, etc. shall be borne and paid by the Developer. Upon construction of the Building Complex or any part thereof and issuance of the occupancy certificate in respect thereof all incomings and outgoings (including the municipal rates and taxes, khajana, etc.) in respect thereof shall be borne and paid by the Owners and the Developer in the Agreed Ratio and/or by the respective Transferee of the Owners and the Developer as the case may be.

13.6 The Developer shall be at liberty to carry out the development with any co-Developer on in consortium with other persons, as the Developer may deem fit and proper. The Developer may, with the prior written approval of the Owners,

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assign this agreement to any other person. However any such assignment of collaboration shall be subject to this development agreement and the rights of the Owners hereunder which shall not be affected.

13.7 The Developer may negotiate with the owners or occupiers of any other property adjacent to the Subject Property for including the same within the Subject Property on such terms and conditions as the Developer may deem fit and proper Provided That the same does not reduce the Owners' Allocation. In such event, all benefits arising out of such inclusion shall exclusively belong to the Developer.

13.8 Except as specifically provided in this Agreement to the contrary, in all those matters agreed to be decided or carried out by the Developer in consultation with the Owners, if there is any dispute or lack of consensus on any point or issue, the decision of the Developer on such point or issue shall be final and binding on the Owners.

13.9 This agreement is being executed in duplicate, one copy each whereof shall be retained by either party and each copy whereof shall be deemed to be the original.

14 DEFAULTS:

14.1 In case the Owners fail to make out a good marketable title or commits any delay or default in removing/curing the encumbrance/defect/deficiency in the manner or within the period contained herein or to comply with all or any of the other obligations of the Owners in the manner or within the period stipulated herein, then without prejudice to the other rights and remedies of the Developer as contained hereinbelow, the Developer shall be entitled to take all or any of the following recourses in any priority or order as the Developer shall may deem fit and proper:

14.1.1 To cancel this agreement;

14.1.2 To itself try and attempt to remove/cure such encumbrance/defect/deficiency at the cost of the Owners and by paying such amounts and in such manner and on such terms and conditions as the Developer may deem fit and proper;

14.1.3 To sue the Owners for specific performance of the contract and/or damages.

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14.2 In case the Developer attempting the compliance of the obligation of the Owners under default, the amounts, costs and expenses paid or incurred by the Developer together with interest **@ 18%** per annum thereof shall be the liability of the Owners exclusively and the Developer shall have a lien on the Owners' Allocation for such amount. The amount and interest shall be adjustable firstly out of the share of Realizations receivable by the Owners and the parties shall instruct the Bankers for necessary adjustment of the same and any residue shall be adjustable against the Separately Allocable Areas of the Owners.

14.3 If in exercise of its rights under clause 14.1 hereinabove, the Developer cancels this agreement, the Owners shall refund all amounts paid by the Developer to the Owners until then together with all costs that may have been incurred by the Developer in or in anyway relating to the Subject Property in pursuance hereof together with interest @18% per annum on each thereon. Any Realization received by either party from the Transferees and required to be refunded owing to cancellation, shall be refunded by the recipient parties respectively and the Owners respectively be liable for any other claims of the Transferees.

14.4 In case the Owners complies with and/or is ready and willing to carry out its obligations as stated herein and there is no circumstance of defect or deficiency in the Assured Attributes and the Developer fails and/or neglects to comply with its obligations to construct and complete the Building Complex within the stipulated period, the Developer shall be entitled to a grace period of 06 months and in case the failure continues beyond such 06 months, the Developer shall be liable to pay to the Owners predetermined compensation of Rs.2,00,000/- (Rupees two lacs) only per month for every completed month's delay beyond the grace period.

14.5 Neither party hereto can unilaterally cancel or rescind this agreement at any time unless such party is entitled to do so by express terms of this agreement contained elsewhere herein upon default of the other party.

14.6 Without prejudice to the other provisions hereof, the Owners specifically agrees and accepts that in case of a default by the Owners, remedy in damages may not be sufficient remedy to the Developer and the Developer shall be well and truly entitled to seek and obtain the remedy of specific performance of the contract against the Owners.

15 FORCE MAJEURE:

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15.1 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations are prevented by the existence of the force majeure and shall be suspended from the obligation during the duration of the force majeure.

16 NOTICES:

16.1 All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th day from the date of despatch of such notice by prepaid registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same being served. None of the parties shall be entitled to raise any objection as to service of the notice deemed to have been served as aforesaid.

17 ARBITRATION:

17.1 All disputes and differences between the parties hereto regarding the constructions or interpretation of any of the terms and conditions herein contained or touching these presents and/ or the Subject Property or determination of any liability shall be referred to the arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any other statutory modification or enactment for the time being in force and the award of the Arbitration Tribunal shall be final and binding on the parties hereto. The venue of such arbitration shall be Kolkata and the language used shall be English.

18 JURISDICTION:

18.1 Only the Courts having territorial jurisdiction over the Subject Property shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(SUBJECT PROPERTY)

ALL THAT the messuages tenements hereditaments dwelling houses constructions and the premises together with the pieces and parcels of bastu land or ground thereunto belonging whereon and on part whereof the same are erected and

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built containing an area of 2654.207 Square Metre or 01 Bigha 19 Cottah 10 Chittacks 40 Square feet more or less on survey and actual measurement, situate lying at and being portion of old Holding No. 618 and thereafter Holding Nos. 127/F and 154/F, B.T. Road now forming Holding No. 145/F and 141/F B.T. Road (abutting Ashwani Dutta Road) within Ward No. 10 of the Panihati Municipality and comprised of portions of R.S. Dag Nos.3523, 3527 and 3530 recorded in New Khatian Nos. 2434, 2435, 2436 and 2437 (formerly Khatian Nos. 1108, 1092, 360, 1086, 1101, 1117 and theretofore Khatian Nos.1776, 1761, 1746, 460, 1740, 1755 and 1770) in Mouza Panihati, J.L. No.10, under Police Station Khardah (formerly Sodepur) in the District of North 24-Parganas and delineated in the plan annexed hereto duly bordered thereon in **"RED"** and particulars of Dags and municipal Holdings are also mentioned in the table below:

Dag and Khatian Numbers	**Total Area in Dag**	**Area of Dag being subject matter of transaction**	**Municipal premises Nos.**
RS Dag No. 3523 recorded in Khatian No. 2435 and 2436	0.76 acre	33 Cottahs more or less	Part of Municipal Holding No. 145F (formerly 154F) B. T. Road
R.S. Dag No. 3527 and 3530 recorded in Khatian No. 2434 and 2437	0.53 acre and 0.21 acre	6 Cottahs 10 Chittaks and 40 Square feet	Part of Municipal Holding No. 145F (formerly 154F) B. T. Road and of Municipal Holding No. 141F (formerly 127F) B. T. Road

The Subject Property is butted and bounded as follows:

On the North : Partly by Ashwani Dutta Road and partly by portion of Dag No. 3523;

On the South : Partly by common passage and partly by portion of Dag No. 3730 and 3527

On the East : by portion of Dag Nos. 3724, 3725, 3726, 3727, 3730, 3731, 3732 and 3527

On the West : by portion of Dag Nos. 3527 and 3528.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished. **Be**

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it mentioned that the covered area of the constructions (which are now more than 40 years old) on the Subject Property is 17860 Square feet;

THE SECOND SCHEDULE ABOVE REFERRED TO:

A. Common Areas & Installations at the Designated Block:

1. Staircases, landings and passage and stair-cover on the ultimate roof.
2. Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the two lifts of the Designated Block.
3. Lift with machineries accessories and equipments (including the lift machine room) and lift well for installing the same in the Designated Block.
4. Electrical installations with main switch and meter and space required therefor.
5. Over head water tanks with water distribution pipes from such Overhead water tank connecting to the different Units of the Designated Block.
6. Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Designated Block.
7. Septic Tank
8. Such other areas, installations and/or facilities as the Developer may from time to time specify to form part of the Common Areas and Installations of the Designated Block.

B. Common Areas & Installations at the Building Complex:

1. Driveways and paths and passages at the said premises except those reserved by the Developer for exclusive use.
2. Transformer, Sub-station and Electrical installations and the accessories and wirings in respect of the Building Complex and the space required therefore, if installed.
3. Surveillance System in the entrance lobby of the New Buildings and any other place if so provided by the Developer.
4. Intercom facility.
5. Underground water reservoir
6. Submersible Water pump with motor with water distribution pipes to the Overhead water tanks of the New Buildings.
7. Municipal Water supply or Deep tube well for water supply.
8. Water waste and sewerage evacuation pipes and drains from the New Buildings to the municipal drains.

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9. DG Set, its panels, accessories and wirings and space for installation of the same.
10. Community Hall and Gym Club related construction and the constructions, fittings and fixtures with equipments.
11. Boundary wall and gate and Security Gate House
12. Such other areas, installations and/or facilities as the Developer may from time to time specify to form part of the Common Areas and Installations of the Building Complex

C. Specifications as regards constructions of and fittings and fixtures to be provided in the Units

- **Structure:**

- RCC Superstructure.

- **Internal walls:**

- Cement plastering overlaid with smooth, impervious Plaster-of-Paris.

- **Doors:**

- Wooden door frame with 32mm thick flush door

- **Windows:**

- Sliding Aluminium windows with large panes.

- **Flooring:**

- Vitrified tile flooring in living/dining room.
- Ceramic tiles in all Bedrooms

- **Balcony:**

- Decorative MS railings up to 3 Feet Height
- Provision for full balcony grill (as per design approved by the developer) at extra cost.
- Anti–skid Ceramic Floor Tiles

- **Kitchen:**

- Ceramic floor tiles,
- Granite counter top with steel sink,

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- Ceramic tiles dado up to a height of 2 feet from the granite top.

- **Toilet:**

- Ceramic floor tile ,
- Ceramic tiles up to door height,
- CP Fittings and sanitary ware of Parryware / Hindware or equivalent make.

- **Electrical:**

- Superior quality concealed wiring with the modular switches and miniature circuit breaker. One TV point in Living room. AC point in Master Bedroom

- **Exterior:**

- Weather-proof emulsion paint

Note: *The above are proposed and are subject to variations as per final sanctioned plans.*

THE THIRD SCHEDULE ABOVE REFERRED TO:

(EXTRAS & DEPOSITS)

EXTRAS shall include:

(a) All costs, charges and expenses on account of HT & LT power (including Sub-station, Transformers, Switch gears, cables, HT & LT panels and the like) and all the amounts payable to the electricity service provider;

(b) Security or any other deposit (including minimum deposits or any deposit by any name called) and all additional amounts or increases thereof payable to the electricity service provider, presently being CESC Limited or other electricity service provider for electricity connection at the Building Complex.

(c) All costs, charges and expenses on account of one or more generators and like other power-backup equipment and all their accessories (including cables, panels and the like) for the Building Complex ;

(d) Betterment fees, development charges, water connection charges and other levies taxes duties and statutory liabilities (save those envisaged in clause 2.2 hereinabove as being the exclusive liability of the Owners) that may be charged on the Subject Property or the buildings or the Units or on their transfer or construction partially or wholly, as the case may be.

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(e) All costs of any addition or alteration made or extra work done in respect of any unit or portion agreed to be acquired by any Transferee at the request of the Transferee.

(e) Cost of formation of Association/service maintenance company/society.

(f) Club related facilities, equipments and installation, if so provided by the Developer.

(g) Service tax, Value Added Tax (VAT), or any other statutory charges/levies.

(h) Intercom, cctv or any other chargeable facility as may be decided by the Developer

DEPOSITS (which shall be interest free) shall include:

(a) Deposit on account of maintenance charges, common expenses, sinking fund, municipal rates and taxes etc,

(b) Any other deposits if so made applicable by the Developer for the Units, with the consent of the Owners, in the Building Complex.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(FACTS ON TITLE)

1. One Debendra Nath Konar was fully seized and possessed of and well and sufficiently entitled as the sole and absolute owner to several properties, including, **ALL THOSE** pieces or parcels of land hereditaments and premises situate lying at and being C.S. and R.S. Dag No. 3523 (recorded in Khatian Nos. 1746, 1761 and 1776), C.S. and R.S. Dag No. 3527 (recorded in Khatian Nos. 1740, 1755 and 1770) and C.S. and R.S. Dag No. 3530 recorded in Khatian No. 460) in Mouza Panihati, J.L. No. 10 P.S. Khardah and comprised in Old Holding No. 618 under Panihati Municipality in the District of 24 Parganas North and hereinafter collectively referred to as "the **Larger Property**".

2. The said Debendra Nath Konar, a Hindu, died intestate leaving him surviving his wife namely Nanda Rani Debi and three sons namely Shakti Prasanna Konar, Shanti Prasanna Konar and Kanti Prasanna Konar as his only heirs and legal representatives who all upon his death inherited and became entitled to the Larger Property in equal shares.

SEAL OF ASSURANCES CALCUTTA

3. By a Deed of Partition dated 12th June 1972 made between the said Nanda Rani Debi, Shakti Prasanna Konar, Shanti Prasanna Konar and Kanti Prasanna Konar and registered with Sub Registrar Barrackpore in Book I Volume No 46 Pages 53 to 63 Being No 2343 for the Year 1972 the said Nanda Rani Debi, Shakti Prasanna Konar, Shanti Prasanna Konar and Kanti Prasanna Konar divided the Larger Property and other properties belonging to them by metes and bounds and the said Nanda Rani Debi was, inter alia, allotted **ALL THAT** pieces or parcels of land hereditament and premises containing an area of 2 Bighas 15 Cottahs 5 Chittaks and 43 Square feet more or less situate lying at and being a divided and demarcated portion of the Larger Property shown as Lot D in the plan annexed to the said Deed of Partition (hereinafter referred to as "the **Lot D**") absolutely and exclusively and the said Shanti Prasanna Konar was, inter alia, allotted **ALL THAT** pieces or parcels of land hereditament and premises containing an area of 2 Bighas 11 Cottahs 11 Chittaks and 34 Square feet more or less situate lying at and being a divided and demarcated portion of the Larger Property shown as Lot B in the plan annexed to the said Deed of Partition (hereinafter referred to as "the **Lot B**"), absolutely and exclusively

4. By a Sale Deed dated 10th September, 1990 and registered with District Registrar, Barasat in Book No. I Volume No. 114 Pages 445 to 458 Being No. 6348 for the year 1990, the said Nanda Rani Debi for the consideration therein mentioned, sold conveyed and transferred unto and to one Oyester Mercantile (P) Ltd., **ALL THAT** piece and parcel of land, hereditaments and premises containing an area of 33 cottahs more or less out of the said Lot D situate lying at and being a portion of the said C.S. and R.S. Dag No. 3523 in the said Mouza Panihati and being municipal premises No. 154/F Barrackpore Trunk Road (hereinafter referred to as "the **Dag 3523 Property**") absolutely and forever.

5. By a Sale Deed dated 15th December, 1992 and registered with Registrar of Assurances, Calcutta in Book No. I Volume No. 629 Pages 301 to 314 Being No. 22022 for the year 1992, the said Oyester Mercantile (P) Ltd for the consideration therein mentioned, sold conveyed and transferred unto and to one Bhupendra Kumar Jain, Sunita Jain, Gautam Dutta and Mahesh Kumar Keyal **ALL THAT** the said Dag 3523 Property absolutely and forever.

6. By a Sale Deed dated 9th November, 1993 and registered with Registrar of Assurances, Calcutta in Book No. I Volume No. 379 Pages 367 to 380 Being No. 16093 for the year 1993, the said Bhupendra Kumar Jain, Sunita Jain, Gautam Dutta and Mahesh Kumar Keyal for the consideration therein mentioned, sold conveyed and transferred unto and to the Owner No. 2 herein

namely Sanjay Gupta **ALL THAT** an undivided one-fourth part or share of and in the Dag 3523 Property absolutely and forever.

7. By another Sale Deed dated 9th November, 1993 and registered with Registrar of Assurances, Calcutta in Book No. I Volume No. 379 Pages 381 to 392 Being No. 16094 for the year 1993, the said Bhupendra Kumar Jain, Sunita Jain, Gautam Dutta and Mahesh Kumar Keyal for the consideration therein mentioned, sold conveyed and transferred unto and to one Premlata Gupta and Rakhi Gupta **ALL THAT** an undivided one-fourth undivided part or share of and in in the Dag 3523 Property absolutely and forever.

8. By another Sale Deed dated 9th November, 1993 and registered with Registrar of Assurances, Calcutta in Book No. I Volume No. 379 Pages 393 to 406 Being No. 16095 for the year 1993, the said one Bhupendra Kumar Jain, Sunita Jain, Gautam Dutta and Mahesh Kumar Keyal for the consideration therein mentioned, sold conveyed and transferred unto and to one Prahlad Kumar Gupta **ALL THAT** an undivided one-fourth part or share of and in the Dag 3523 Property absolutely and forever.

9. By a Sale Deed dated 9th November, 1993 and registered with Registrar of Assurances, Calcutta in Book No. I Volume No. 379 Pages 407 to 418 Being No. 16096 for the year 1993, the said one Bhupendra Kumar Jain, Sunita Jain, Gautam Dutta and Mahesh Kumar Keyal for the consideration therein mentioned, sold conveyed and transferred unto and to the Owner No. 1 hereto namely Pramod Kumar Gupta **ALL THAT** an undivided one-fourth part or share of and in the Dag 3523 Property absolutely and forever.

10. The said Prahlad Kumar Gupta, a Hindu, died intestate on 9th May, 2010 leaving him surviving his wife namely Premlata Gupta, four sons namely Manoj Gupta, Pradeep Gupta, Sanjay Gupta and Pramod Gupta and one daughter namely Rakhi Gupta as his only heirs heiresses and legal representatives who all upon his death inherited and became entitled to his entire undivided one-fourth part or share of and in the Dag 3523 Property absolutely and in equal shares.

11. By a Deed of Gift dated 23rd April 2013 and registered with Additional Registrar of Assurances- II, Kolkata in Book I Volume No.19 Pages 3268 to 3279 Being No. 5767 for the year 2013 the said Premlata Gupta and Rakhi Gupta conveyed and transferred by way of gift unto and to their brother the said Pramod Gupta (the Owner No. 1 hereto) **ALL THAT** their entire one-fourth

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undivided part or share of and in the Dag 3523 Property (purchased by them by Sale Deed dated 9th November, 1993) absolutely.

12. By a Deed of Gift dated 23rd April 2013 registered with Additional Registrar of Assurances- II, Kolkata in Book I Volume No.19 Pages 3372 to 3385 Being No. 5771 for the year 2013 the said Manoj Gupta, Pradeep Gupta, Sanjay Gupta, Premlata Gupta and Rakhi Gupta conveyed and transferred by way of gift unto and to their brother the said Pramod Gupta (the Owner No. 1 hereto) **ALL THAT** their entire five-sixth undivided part or share of and in the said one-fourth part or share of and in the Dag 3523 Property inherited by them from Prahlad Gupta deceased as aforesaid, absolutely.

13. The said Pramod Gupta (the Owner No. 1 hereto) became and still is the full and absolute owner of three-fourth undivided part or share of and in the Dag 3523 Property and the said Sanjay Gupta (the Owner No. 2 hereto) became and still is the full and absolute owner of one-fourth undivided part or share of and in the Dag 3523 Property.

14. By a Sale Deed dated 19th March, 2001 and registered with Additional District Sub-Registrar, Barrackpore in Book No. I Volume No. 92 Pages 357 to 368 Being No. 3593 for the year 2001, the said Shanti Prasanna Koner for the consideration therein mentioned, sold conveyed and transferred unto and to Sanjay Gupta (the Owner No.2 hereto) **ALL THAT** piece and parcel of land hereditaments and premises containing an area of 2 Cottahs 9 Chittaks more or less out of the said Lot B situate lying at and being a divided and demarcated portion of the said Dag Nos. 3527 and 3530 in the said Mouza Panihati and being a portion of municipal premises No. 127/F Barrackpore Trunk Road within the limits of Panihati Municipality together with right to use a 20 feet wide common passage connecting B. T. Road running from West to East absolutely and forever.

15. By another Sale Deed dated 19th March, 2001 and registered with Additional District Sub-Registrar, Barrackpore in Book No. I Volume No. 92 Pages 369 to 378 Being No. 3594 for the year 2001, the said Shanti Prasanna Koner for the consideration therein mentioned, sold conveyed and transferred unto and to Pramod Gupta (the Owner No.1 hereto) **ALL THAT** piece and parcel of land containing an area of 4 Cottahs 1 Chittaks 5 Square feet more or less out of the said Lot B situate lying at and being a divided and demarcated portion of the said Dag Nos. 3527 and 3530 in the said Mouza Panihati and being a portion of

15 APR 2010

premises No. 127/F Barrackpore Trunk Road within the limits of Panihati Municipality absolutely and forever.

16. The said Dag 3523 Property alongwith the portion measuring 4 Cottahs 1 Chittacks 5 Square feet purchased as aforesaid were amalgamated and renumbered by the Panihati Municipality as municipal premises No. 145F B. T. Road and the portion measuring 2 Cottahs 9 Chittacks purchased as aforesaid has been renumbered by the Panihati Municipality as municipal premises No. 141F B. T. Road.

17. The name of the Owners have been mutated in the Records of Rights published by the B.L.&L.R.O., in respect of the Subject Property as follows:-

Sl No.	Dag No.	Name recorded	Khatian No.	Area
1	3523	Pramod Gupta	Original Khatian Nos. 1776, 1761, 1746 – Modified Khatian Nos. 1108 and 1092 and latest Khatian No. 2436	40.84 Satak with 53.72% share in the Dag.
2	3530	Pramod Gupta	Original Khatian No. 460 – Modified Khatian No. 360 and latest Khatian No. 2435	01 Satak with 3.44% share in the Dag
3	3527	Pramod Gupta	Original Khatian Nos. 1740, 1755, 1770 – Modified Khatian Nos. 1086, 1101 and 1117 and latest Khatian No. 2435	06 Satak with 11.32% share in the Dag
4	3523	Sanjay Gupta	Original Khatian Nos. 1776, 1761, 1746 – Modified Khatian Nos. 1108 and 1092 and latest Khatian No. 2437	13.61 Satak with 17.90% share in the Dag.

OF
15 DEC

5	3530	Sanjay Gupta	Original Khatian No. 460 – Modified Khatian No. 360 and latest Khatian No. 2434	01 Satak with 4.31% share in the Dag
6	3527	Sanjay Gupta	Original Khatian Nos. 1740, 1755, 1770 – Modified Khatian Nos. 1086, 1101 and 1117 and latest Khatian No. 2434	03 Satak with 6.41% share in the Dag

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(TITLE DEEDS)

1. Original Indenture dated 10th September 1990 duly registered in the office of District Registrar, Barasat in Book I Volume No. 114 Pages 445 to 458 being No. 6348 for the year 1990.
2. Original Indenture dated 15th December 1992 duly registered in the ffice of Additional Registrar of Assurances, Calcutta in Book I Volume No. 629 Pages 301 to 314 being No. 22022 for the year 1992.
3. Original Indenture dated 9th November 1993 duly registered in the office of Additional Registrar of Assurances, Calcutta in Book I Volume No. 379 Pages 367 to 380 being No. 16093 for the Year 1993.
4. Original Indenture dated 9th November 1993 duly registered in the office of Additional Registrar of Assurances, Calcutta in Book I Volume No. 379 Pages 381 to 392 being No. 16094 for the Year 1993.
5. Original Indenture dated 9th November 1993 duly registered in the office of Additional Registrar of Assurances, Calcutta in Book I Volume No. 379 Pages 393 to 406 being No. 16095 for the Year 1993.
6. Original Indenture dated 9th November 1993 duly registered in the office of Additional Registrar of Assurances, Calcutta in Book I Volume No. 379 Pages 407 to 418 being No. 16096 for the Year 1993.
7. Original Deed of Conveyance dated 19th March 2001 duly registered in the office of the Additional District Sub Registrar, Barracakpore, North 24 Parganas in Book I Volume No. 92 Pages 357 to 368 being No. 3593 for the year 2001
8. Original Deed of Conveyance dated 19th March 2001 duly registered in the office of the Additional District Sub Registrar, Barracakpore, North 24 Parganas in Book I Volume No. 92 Pages 369 to 378 being No. 3594 for the year 2001

15 DEC 2015

9. Original Deed of Gift dated 23rd ~~November~~ April 2013 duly registered in the office of Additional Registrar of Assurances-II, Kolkata in Book I CD Volume No. 19 Pages 3268 to 3279 being No. 05767 for the Year 2013.

10. Original Deed of Gift dated 23rd ~~November~~ April 2013 duly registered in the office of Additional Registrar of Assurances-II, Kolkata in Book I CD Volume No. 19 Pages 3372 to 3385 being No. 05771 for the Year 2013.

11. Certified copy of the Deed of Partition registered in the office of the Sub Registrar at Barrackpore Being Deed No. 2343 for the year 1972.

12. Mutation Certificate of BLLRO

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

SIGNED SEALED AND DELIVERED on behalf of the abovenamed **OWNERS** at Kolkata in the presence of:

Pramod Gupta
(PRAMOD GUPTA)

Sanjay Gupta
(SANJAY GUPTA)

Sagar Pria
CD-35, SALTLAKE CITY, SECTOR-I
KOLKATA - 700064

Soumya Samanta (Advocate)

SIGNED SEALED AND DELIVERED on behalf of the abovenamed **DEVELOPER** by its Director **Mr. Sanjay Kumar Parakh** pursuant to Resolution dated 1st December 2015 at Kolkata in the presence of:

Sanjay Kumar Parakh
DIRECTOR/AUTHORISED SIGNATORY

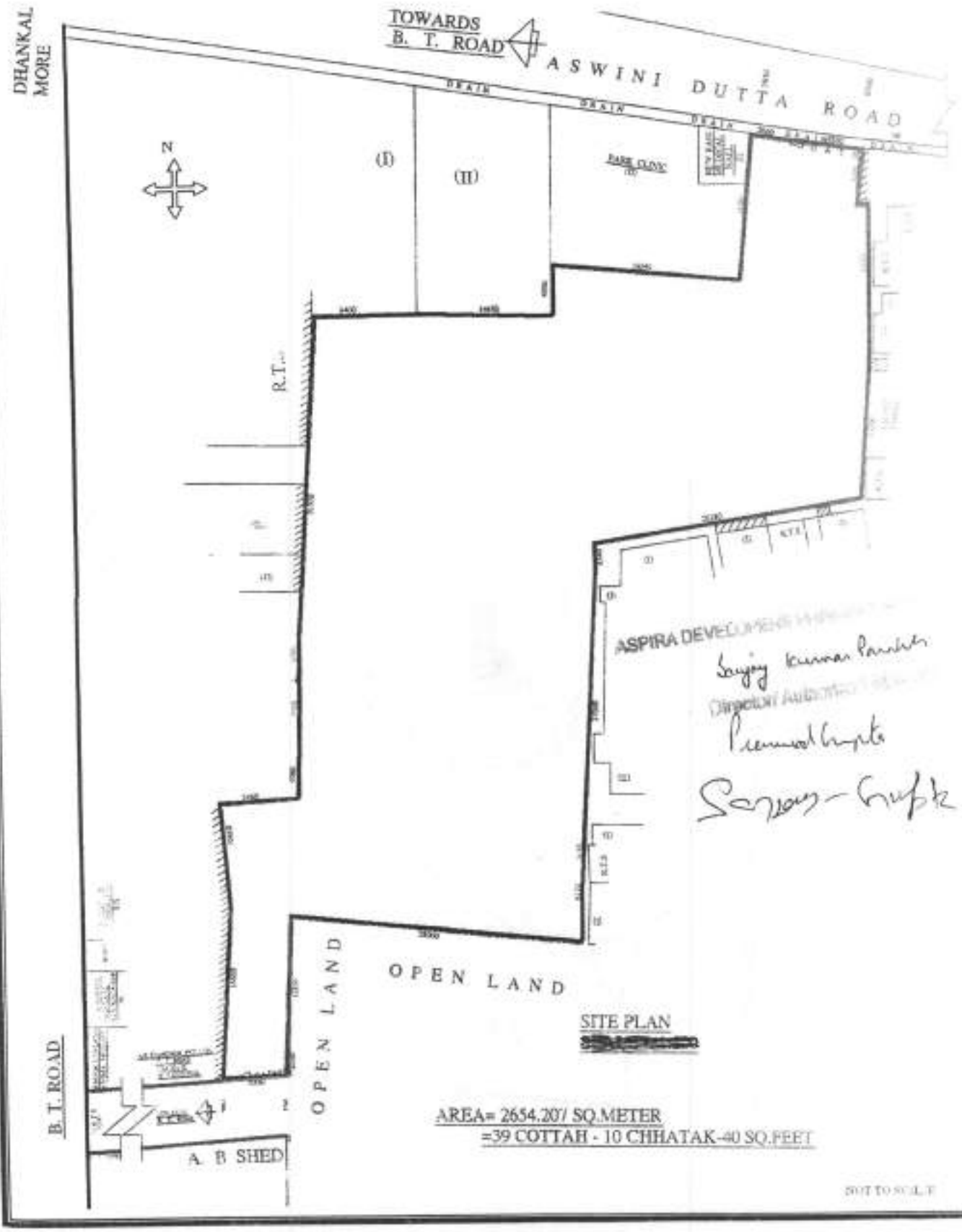
Sagar Pria

Soumya Samanta (Advocate)

Drafted by me:-
Soumya Samanta Advocate
C/o DSP Law Associates
4D, Nicco House
1B & 2, Hare Street
Kolkata-700001
F - 1064/2012

AD
OF
15 DEC

OUTLINE PLAN SHOWING MUNICIPAL HOLDING NO. 145/F AND 141/F B.T. ROAD UNDER PANIHATI MUNICIPALITY COMPRISED IN R. S. DAG NO. 3523, 3527 AND 3530 AND RECORDED UNDER R.S. KHATIAN NOS. 2434, 2435, 2436 AND 2437 IN MOUZA PANIHATI, J.L. NO.10, UNDER POLICE STATION KHARDAH (FORMERLY SODEPUR) IN THE DISTRICT OF NORTH 24-PARGANAS.



CALCUTTA

ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA

15 DEC 2015

	Finger prints of the executant				
					
	Little	**Ring**	**Middle (Left**	**Fore Hand)**	**Thumb**
	Thumb	**Fore**	**Middle (Right**	**Ring Hand)**	**Little**

	Finger prints of the executant				
					
	Little	**Ring**	**Middle (Left**	**Fore Hand)**	**Thumb**
	Thumb	**Fore**	**Middle (Right**	**Ring Hand)**	**Little**

	Finger prints of the executant				
					
	Little	**Ring**	**Middle (Left**	**Fore Hand)**	**Thumb**
	Thumb	**Fore**	**Middle (Right**	**Ring Hand)**	**Little**

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
15 DEC 2015

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 19-201516-002669206-1
GRN Date: 15/12/2015 14:39:50
BRN : 192309962

Payment Mode : Online Payment
Bank : HDFC Bank
BRN Date: 15/12/2015 02:54:51

DEPOSITOR'S DETAILS

Id No. : 19040001101195/4/2015
[Query No./Query Year]

Name : ASPIRA DEVELOPERS PRIVATE LIMITED
Contact No. : Mobile No. : +91 9830580328
E-mail : harish@dealstockbroking.com
Address : PODDAR COURT, GATE NO.4,18, RABINDRA SARANI, KOL-1
Applicant Name : Mr Sanjay Kumar Parakh
Office Name :
Office Address :
Status of Depositor : Buyer/Claimants
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement Payment No 4

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	19040001101195/4/2015	Property Registration- Stamp duty	0030-02-103-003-02	74921
2	19040001101195/4/2015	Property Registration- Registration Fees	0030-03-104-001-16	170594
		Total		245515

In Words : Rupees Two Lakh Forty Five Thousand Five Hundred Fifteen only

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OF ASSO... KOLKATA

18 DEC 2013

Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - IV KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19040001101195/2015

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Pramod Gupta Block-9 Diamond City North 68 Jessore Road, Flat No: 3C, P.O:- Bangur, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700055	Land Lord		2188 	Pramod Gupta 15/12/15
2	Mr Sanjay Gupta 5 B K Pal Avenue, P.O:- Hatkola, P.S:- Jorabagan, District:- Kolkata, West Bengal, India, PIN - 700005	Land Lord		2189 	Sanjay Gupta 15/12/15
3	Mr Sanjay Kumar Parakh 24, Lee Road, Flat-6A, P.O:- Bhawanipore, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020	Representative of Developer [Aspira Developers Pvt Ltd]		2187 	Sanjay Kumar Parakh 15/12/15

ADDITIONAL REGISTRAR
OF ASSURANCES

15 DEC 2015

Sl No.	Name and Address of Identifier	Identifier of	Signature with date
1	Mr Babulal Bhatiya Son of Mr Shanskaran Bhatiya 37/2, Dharmatala Lane, P.O:- Shibpur, P.S:- Shibpur, District:- Howrah, West Bengal, India, PIN - 711102	Mr Pramod Gupta, Mr Sanjay Gupta, Mr Sanjay Kumar Parakh	Babulal Bhatiya 15-12-15

(Ashoke Kumar Biswas)
ADDITIONAL REGISTRAR
OF ASSURANCE
OFFICE OF THE A.R.A. -
IV KOLKATA
Kolkata, West Bengal

ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA

15 DEC 2015

Seller, Buyer and Property Details

A. Land Lord & Developer Details

Presentant Details	
SL No.	Name and Address of Presentant
1	Mr Sanjay Kumar Parakh 24, Lee Road, Flat-6A, P.O:- Bhawanipore, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020

Land Lord Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	Mr Pramod Gupta Son of Late Prahlad Gupta Block-9 Diamond City North 68 Jessore Road, Flat No: 3C, P.O:- Bangur, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700055 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. ADMPG0113H,; Status : Individual; Date of Execution : 15/12/2015; Date of Admission : 15/12/2015; Place of Admission of Execution : Pvt. Residence
2	Mr Sanjay Gupta Son of Late Prahlad Gupta 5 B K Pal Avenue, P.O:- Hatkola, P.S:- Jorabagan, District:-Kolkata, West Bengal, India, PIN - 700005 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ADTPG6566H,; Status : Individual; Date of Execution : 15/12/2015; Date of Admission : 15/12/2015; Place of Admission of Execution : Pvt. Residence

Developer Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	Aspira Developers Pvt Ltd Poddar Court, 18 Rabindra Sarani, P.O:- Bowbazar, P.S:- Bowbazar, District:-Kolkata, West Bengal, India, PIN - 700001 PAN No. AANCA0067F,; Status : Organization; Represented by representative as given below:-
1(1)	Mr Sanjay Kumar Parakh 24, Lee Road, Flat-6A, P.O:- Bhawanipore, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AESPP2047J,; Status : Representative; Date of Execution : 15/12/2015; Date of Admission : 15/12/2015; Place of Admission of Execution : Pvt. Residence

B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	Mr Babulal Bhatiya Son of Mr Shanskaran Bhatiya 37/2, Dharmatala Lane, P.O:- Shibpur, P.S:- Shibpur, District:-Howrah, West Bengal, India, PIN - 711102 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,	Mr Pramod Gupta, Mr Sanjay Gupta, Mr Sanjay Kumar Parakh	

C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: North 24-Parganas, P.S:- Khardaha, Municipality: PANIHATI, Road: B.T. Road (Khardaha Inner side), Mouza: Panihati, Premises No. 145/F	RS Plot No:- 3523 , RS Khatian No:- 2435	33 Katha	1/-	5,80,89,069/-	Proposed Use: Bastu, ROR: Bastu, Property is on Road Adjacent to Metal Road.

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L2	District: North 24-Parganas, P.S:- Khardaha, Municipality: PANIHATI, Road: B.T. Road (Khardaha Inner side), Mouza: Panihati, Premises No. 145/F	RS Plot No:- 3527 , RS Khatian No:- 2434	5 Katha 10 Chatak 40 Sq Ft	1/-	84,99,437/-	Proposed Use: Bastu, ROR: Bastu, Width of Approach Road: 10 Ft.,
L3	District: North 24-Parganas, P.S:- Khardaha, Municipality: PANIHATI, Road: B.T. Road (Khardaha Inner side), Mouza: Panihati, Premises No. 141/F145/F	RS Plot No:- 3530 , RS Khatian No:- 2437	1 Katha	1/-	14,96,234/-	Proposed Use: Bastu, ROR: Bastu, Width of Approach Road: 10 Ft.,

Structure Details					
Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
F0	Gr. Floor	17860 Sq Ft.	0/-		Residential Use, Cemented Floor, Age of Structure: 40 Years, Roof Type: Pucca, Extent of Completion: Complete
S1	On Land L1, L2, L3	17860 Sq Ft.	1/-	1,03,81,125/-	Structure Type: Structure

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	Mr Pramod Gupta	Aspira Developers Pvt Ltd	40.8375	75
	Mr Sanjay Gupta	Aspira Developers Pvt Ltd	13.6125	25
L2	Mr Pramod Gupta	Aspira Developers Pvt Ltd	5.98461	63.85
	Mr Sanjay Gupta	Aspira Developers Pvt Ltd	3.38831	36.15
L3	Mr Pramod Gupta	Aspira Developers Pvt Ltd	0.732435	44.39
	Mr Sanjay Gupta	Aspira Developers Pvt Ltd	0.917565	55.61

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
S1	Mr Pramod Gupta	Aspira Developers Pvt Ltd	13395 Sq Ft	75
	Mr Sanjay Gupta	Aspira Developers Pvt Ltd	4465 Sq Ft	25

Office of the A.R.A. - IV KOLKATA, District: Kolkata

Endorsement For Deed Number : I - 190402848 / 2015

Query No/Year	19040001101195/2015	Serial no/Year	1904002843 / 2015
Deed No/Year	I - 190402848 / 2015		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Mr Sanjay Kumar Parakh	Presented At	Private Residence
Date of Execution	15-12-2015	Date of Presentation	15-12-2015
Remarks			

On 15/12/2015

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

Presented for registration at 14:45 hrs on : 15/12/2015, at the Private residence by Mr Sanjay Kumar Parakh

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 7,84,65,865/-

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

Execution is admitted on 15/12/2015 by

Mr Pramod Gupta, Son of Late Prahlad Gupta, Block-9 Diamond City North 68 Jessore Road, Flat No: 3C, P.O: Bangur, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700055, By caste Hindu, By Profession Others

Indetified by Mr Babulal Bhatiya, Son of Mr Shanskaran Bhatiya, 37/2, Dharmatala Lane, P.O: Shibpur, Thana: Shibpur, , Howrah, WEST BENGAL, India, PIN - 711102, By caste Hindu, By Profession Business

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

Execution is admitted on 15/12/2015 by

Mr Sanjay Gupta, Son of Late Prahlad Gupta, 5 B K Pal Avenue, P.O: Hatkola, Thana: Jorabagan, , Kolkata, WEST BENGAL, India, PIN - 700005, By caste Hindu, By Profession Business

Indetified by Mr Babulal Bhatiya, Son of Mr Shanskaran Bhatiya, 37/2, Dharmatala Lane, P.O: Shibpur, Thana: Shibpur, , Howrah, WEST BENGAL, India, PIN - 711102, By caste Hindu, By Profession Business

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

Execution is admitted on 15/12/2015 by

Mr Sanjay Kumar Parakh

Indetified by Mr Babulal Bhatiya, Son of Mr Shanskaran Bhatiya, 37/2, Dharmatala Lane, P.O: Shibpur, Thana: Shibpur, , Howrah, WEST BENGAL, India, PIN - 711102, By caste Hindu, By Profession Business

(Ashoke Kumar Biswas)

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - IV KOLKATA

D. Applicant Details

Details of the applicant who has submitted the requsition form	
Applicant's Name	Sanjay Kumar Parakh
Address	24, Lee Road, Flat-6A,Thana : Bhawanipore, District : South 24-Parganas, WEST BENGAL, PIN - 700020
Applicant's Status	Buyer/Claimant

Kolkata, West Bengal

On 17/12/2015

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,70,594/- (B = Rs 1,70,489/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,70,594/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

1. Rs. 1,70,594/- is paid, by online on 15/12/2015 2:54AM with Govt. Ref. No. 192015160026692061 on 15-12-2015, Bank: HDFC Bank (HDFC0000014), Ref. No. 192309962 on 15/12/2015, Head of Account 0030-03-104-001-16

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48(g) of Indian Stamp Act 1899.

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 74,921/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

1. Rs. 74,921/- is paid, by online on 15/12/2015 2:54AM with Govt. Ref. No. 192015160026692061 on 15-12-2015, Bank: HDFC Bank (HDFC0000014), Ref. No. 192309962 on 15/12/2015, Head of Account 0030-02-103-003-02

Payment of Stamp Duty

Description of Stamp

1. Rs 100/- is paid on Impressed type of Stamp, Serial no 108696, Purchased on 27/11/2015,Vendor named P CHAtterjee.

(Ashoke Kumar Biswas)
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2015, Page from 103684 to 103738

being No 190402848 for the year 2015.

Seal of the Additional Registrar of Assurances-IV, Kolkata

Digitally signed by ASHOKE KUMAR BISWAS
Date: 2015.12.22 14:19:57 +05:30
Reason: Digital Signing of Deed.

(Ashoke Kumar Biswas) 22/12/2015 14:19:55

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - IV KOLKATA

West Bengal.

(This document is digitally signed.)

DATED THIS 15th DAY OF December 2015

BETWEEN

PRAMOD GUPTA & ANR.,

..... OWNER

AND

ASPIRA DEVELOPERS PRIVATE LIMITED

..... DEVELOPER

AGREEMENT

DSP LAW ASSOCIATES
ADVOCATES
4D NICCO HOUSE,
1B & 2 HARE STREET
KOLKATA - 700001