

15382/2013

15925/13



पश्चिम बंगाल WEST BENGAL

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 Assoc. Registrar of Assurances  
 Kolkata



Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement thereon attached to this document are in conformity therewith.

Registrar of Assurances-II, Kolkata

JOINT DEVELOPMENT AGREEMENT

1. Date: 04.12.2013

2. Place: Kolkata

3. Parties:

3.1 M/S JAGANNATH CEMENT WORKS PRIVATE LIMITED, (PAN- AAAL18328D) a private limited company duly incorporated under the provision of the Companies Act, 1956 having its registered office at 7D, Amherst Row, Police Station- Amherst Street, Kolkata- 700009, duly represented by its Director MR NAVIN JAISWAL son of Late Shambhu Lal Shaw residing at 7D,

8 OCT 2013

No. 2298 Date  
Sold to Sarbajit Ghosh  
at Alameda  
High Court, Calcutta  
Rupees 100

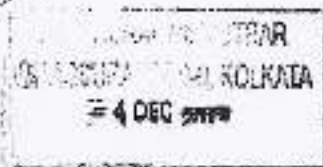
Des  
Sarbajit Das  
Stamp Vendor  
Alameda Police Court  
South 24 Pgs. Cal-7



Identified by me

Sarbajit Ghosh  
Adh

Sarbajit Ghosh



Government of West Bengal  
 Department of Finance (Revenue), Directorate of Registration and Stamp Revenue  
 Office of the A.R.A. - II KOLKATA, District- Kolkata  
 Signature / LI Sheet of Serial No. 15382 / 2013, Deed No. (Book - I , 15925/2013)  
 Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Narain Jaiswal 70, Amberst Row, Kol. Thana-Amberst Street, District-Kolkata, WEST BENGAL, India. Pin -700009	 04/12/2013	 LI 04/12/2013	<i>Narain Jaiswal</i> 04/12/13

II. Signature of the person(s) admitting the Execution at Office.

Sl No.	Addition of Execution By	Status	Photo	Finger Print	Signature
1	Narain Jaiswal Address-70, Amberst Row, Kol, Thana-Amberst Street, District-Kolkata, WEST BENGAL, India, Pin-700009	Self	 04/12/2013	 LI 04/12/2013	<i>Narain Jaiswal</i>
2	Amrita Roy Address-185, Rajarhat Road, Kol, Thana- Rajarhat, District-North 24 Parganas, WEST BENGAL, India. Pin -700117	Self	 04/12/2013	 LI 04/12/2013	<i>A. Roy</i>

Name of Identifier of above Person(s)  
 Sanku Ghosh  
 High Court, Kol. District- Kolkata, WEST BENGAL,  
 India.

Signature of Identifier with Date  
*Sanku Ghosh*  
 04/12/13



- 4 DEC 2013  
 (Dulal chandra Saha)  
 ADDL REGISTRAR OF ASSURANCE-II  
 Office of the A.R.A. - II KOLKATA



**Government Of West Bengal**  
**Office Of the A.R.A. - II KOLKATA**  
**District:-Kolkata**

**Endorsement For Deed Number : I - 15925 of 2013**  
**(Serial No. 15382 of 2013 and Query No. 1902L000038386 of 2013)**

**On 04/12/2013**

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number 15, 5(i), 53 of Indian Stamp Act 1899.

**Payment of Fees:**

Amount by Draft:

Rs. 1194/- is paid , by the draft number 760324, Draft Date 02/12/2013, Bank Name State Bank of India, GREY STREET EXTN, received on 04/12/2013

( Under Article. D = 1089/- , E = 21/- , J = 55/- , M(a) = 25/- , M(b) = 4/- on 04/12/2013 )

**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.-3,05,04,001/-

Certified that the required stamp duty of this document is Rs.- 75021/- and the Stamp duty paid as: Impositive Rs.- 100/-

**Deficit stamp duty**

Deficit stamp duty

1. Rs. 45021/- is paid , by the draft number 760316, Draft Date 30/11/2013, Bank : State Bank of India, GREY STREET EXTN, received on 04/12/2013
2. Rs. 30000/- is paid , by the draft number 760329, Draft Date 02/12/2013, Bank : State Bank of India, GREY STREET EXTN, received on 04/12/2013

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

Presented for registration at 12.15 hrs on :04/12/2013, at the Office of the A.R.A. - II:KOLKATA by Mr Navin Jaiswal, Excutant.

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

Execution is admitted on 04/12/2013 by

1. Mr Navin Jaiswal  
 Director, M/s Jagannath Cement Works Pvt Ltd, 70, Amherst Row, Kol, Thana-Amherst Street, District: Kolkata, WEST BENGAL, India, Pin :-700009.  
 - By Profession : Others
2. Mr Amitabh Roy  
 Director, Bellegio Projects Pvt Ltd, Balarhat Road, Kol, Thana-Rajerhat, District-North 24-Parganas, WEST BENGAL, India, Pin :-751013.  
 - By Profession : Others



04/12/2013 13:03:00

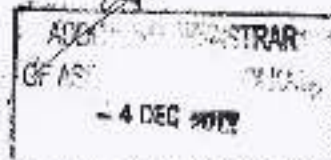


Government Of West Bengal  
Office Of the A.R.A. - II KOLKATA  
District-Kolkata

Endorsement For Deed Number : I - 15925 of 2013  
(Scrial No. 15382 of 2013 and Query No. 1902L000036366 of 2013)

Identified By: Serbojit Ghosh, son of -, High Court, Kol, District-Kolkata, WEST BENGAL, India, , By  
Caste: Hindu, By Profession: Advocate.

(Dulal chandra Saha )  
ADDL. REGISTRAR OF ASSURANCES II



(-Dulal chandra Saha )  
ADDL. REGISTRAR OF ASSURANCES-II

Ambest Row, Police Station- Ambest Street, Kolkata- 700009 (hereinafter referred to as "OWNER", which expression, unless repugnant to the context or meaning thereof, shall include their legal heirs, executors, administrators and permitted assigns).

And

5.2. **BELLAGIO PROJECTS PRIVATE LIMITED**, holding PAN: AAFCB4862N, a company incorporated under the Companies Act, 1956, having its registered office at 186, Rajarhat Road, Police Station- Rajarhat, Kolkata-700 015/ represented by its Director, Mr. **AMITABH ROY** (hereinafter referred to as the **DEVELOPER**, which expression, unless repugnant to the context or meaning thereof, shall be deemed to mean and include its successors-in-interest, successors-in-office and/or assigns).

(Owner and Developer individually Party and collectively Parties.)

**NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:**

4. **Subject Matter of Agreement**

4.1 **Development of Said Property:**

Basic understanding between the Owner and the Developer stands with regard to the development (in the manner specified in this Agreement) of the land admeasuring 23 Kattahs 01 Chittaks 36 Square feet lying and situated in Mouza- Gopalpur, I.L.No- 2, Pargana- Kolkata, R.S no- 140, appertaining to R.S. Dag no- 4290 corresponding to I.R. Dag no- 4290, under L.R. Khatian no- 8760, Police Station- Airport, Ward no- 05 under Rajarhat Gopalpur Municipality, within the limit of District- 24 Pargana (North) together with all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of whatsoever or howsoever nature of the Owner, all more fully and collectively described in the Schedule below (collectively Said Property), thereon jointly by demolishing the existing structures and develop the said land, by constructing new residential/commercial buildings thereon (Project) with the object of selling the units/apartments/shops/offices/car parks comprised therein the said Project.

4.2 **Allocation and Demarcation of Respective Entitlements:** Allocation and demarcation of the respective entitlements of the Owner and the Developer in the Project shall be as per mutual consent of both the Parties to be decided upon after sanction Plan for the Project is granted by the statutory sanction authority.

5. **Representations, Warranties and Background**

5.1 **Owner's Representations:** The Owner have represented and warranted to the Developer as follows:

5.1.1 **Ownership of JAGANNATH CEMENT WORKS PRIVATE LIMITED:** Jagannath Cement Works Private Limited is the recorded owner of land measuring 44 decimal i.e. 26 Kattahs 09 Chittaks 41 Square feet (share of 4958 out of total land area of 89 decimal i.e. 44 decimal comprised in R.S and L.R. Dag no- 4290, recorded under L.R. Khatian No. 8760 in Mouza- Gopalpur, I.L. No- 02, Police Station- Airport, within the jurisdiction of Rajarhat-Gopalpur Municipality, District North 24 Parganas by way of purchase from Sushanta Kumar Paul & 11

On on 20/09/2011 by way of Deed of Conveyance duly registered in the office A.R.A. II, Kolkata and recorded in Book- I, Volume- 34, Pages- 3495 to 3517, Being no- 18926 for the Year 2011.

- 5.1.2 **Owner's share of land in this agreement (JAGANNATH CEMENT WORKS PRIVATE LIMITED):** Jagannath Cement Works Private Limited is the recorded owner of land measuring 44 decimal and out of which its land measuring more or less 38 decimal i.e. 23 Kattans 01 Chittaks 36 Square feet, is part of this agreement comprised in R.N. and L.R. Dag No. 4290 recorded under L.R. Khatian No. 8760 in Mouza- Gopalpur, J.I. No. 02, Police Station- Airport, within the jurisdiction of Rajarhat-Gopalpur Municipality, District North 24 Parganas.
- 5.1.3 **Free Title:** The Owner further covenant that none of the said title deeds or any part of the said Property as on the date hereof stand/exist under lien/pledge/mortgage/charge or custody of any third party in respect of any financial obligation to be disposed at the end of the Owner and/or any person authorized by the owner in any manner whatsoever.
- 5.1.4 **Owner have Marketable Title:** The right, title and interest of the Owner in the said property are free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage, lien and dispendances.
- 5.1.5 **No Requisition or Acquisition:** So far as the knowledge of the owner, the said Property is at present not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise.
- 5.1.6 **Owner have Authority:** The owner have full right, power and authority to enter into this Agreement.
- 5.1.7 **No Prejudicial Act:** The Owner have neither done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement.
- 5.2 **Developer's Representations:** The Developer has represented and warranted to the Owner as follows:
- 5.2.1 **Infrastructure and Expertise of Developer:** The Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.
- 5.2.2 **Financial Arrangement:** The Developer is and during the tenure of this Agreement shall remain competent to arrange the financial inputs required for development of the Said Property, inter alia by way of constructing the Project on the Said Property without creating any encumbrances, lien or charge over the Said Property.
- 5.2.3 **Developer has Authority:** The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.
- 5.3 **Decision to Develop:** The Owner decided to develop the Said Property. Pursuant thereto, preliminary discussions were held with the Developer for taking up the development of the Said Property by constructing new residential cum commercial building/s i.e. Project.
- 5.4 **Finalization of Terms Based on Reliance on Representations:** Pursuant to the above and relying on the representations made by the Owner herein, final terms and



ADDITIONAL REGISTRAR  
OF ASSURANCES  
4 DEC 1957



conditions (superseding all previous correspondence and agreements (oral or written) between the Parties) for the Project are being recorded by this registered Agreement.

**6. Basic Understanding**

**6.1 Development of Said Property by Construction of Project:** The Parties have mutually decided to take up the Project, i.e. the development of the Said Property by construction of new residential cum commercial buildings thereon on co-venture basis, with (1) specified inputs and responsibility sharing, by the Parties and (2) exchange with each other of their specified inputs.

**6.2 Nature and Use of Project:** The Project shall be in accordance with architectural plan (Building Plans) to be prepared by the Architect/s appointed by the Developer from time to time (Architect) and sanctioned by the concerned Panchayat/Municipality and other statutory authorities concerned with sanction (collectively Planning Authorities), as a ready-to-use residential cum commercial buildings with specified areas, amenities and facilities to be enjoyed in common.

**7. Appointment and Commencement**

**7.1 Appointment:** The Parties hereby accept the Basic Understanding between them as recorded in Clause 6 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Pursuant to and in furtherance of the aforesaid confirmations, the Owner hereby appoint the Developer as the developer of the Said Property with right to execute the Project and the Developer hereby accepts the said appointment by the Owner.

**7.2 Commencement:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.

**8. Sanction and Construction**

**8.1 Sanction of Building Plans:** The Developer (as the agent of the Owner but at its own costs and responsibility) shall, at the earliest, obtain from the Planning Authorities, sanction of the Building Plans. In this regard it is clarified that (1) full potential or FAR of the Said Property shall be utilized for construction of the Project, (2) the Developer shall be responsible for obtaining all sanctions, permissions, clearances and approvals needed for the Project (including final sanction of the Building Plans and Occupancy Certificate) and (3) all costs and fees for sanctions, permissions, clearances and approvals shall be borne and paid by the Developer.

**8.2 Architect and Consultants:** The Owner confirms that the Owner have authorized the Developer to appoint the Architect and other consultants to complete the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer and the owner shall have no liability or responsibility.

**8.3 Construction of Project:** The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owner, demolish the existing building on the Said Property and construct, erect and complete the Project.

**8.4 Completion Time:** With regard to time of completion of the Project, it has been agreed between the Parties that subject to Circumstances of Force Majeure and other specified conditions below, the Developer shall complete the entire process of



ADDITIONAL INFORMATION  
NOV 1968  
- 4 DEC 1968

development of the Said Property and construct, erect and complete the Project within a period of 48 (forty eight) months, mutually extendable for 6 (six) months or more, from the date of sanction of the Building Plans or from the date of handing over khas, vacant, peaceful and physical possession of the entirety of the Said Property by the Owner to the Developer whichever is later (Completion Time).

8.5 **Building Materials:** The Developer shall be authorized in the name of the Owner to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and facilities allocable to the Owner and required for the construction of the Project but under no circumstances the Owner shall be responsible for the price/value, storage and quality of the building materials.

8.6 **Temporary Connections:** The Developer shall be authorized in the name of the Owner to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the Said Property, upon payment of all usage charges.

8.7 **Modification:** Any amendment or modification to the Building Plans may be made or caused to be made by the Developer in consultation with the Owner, within the permissible limits of the Planning Authorities.

8.8 **Co-operation by Owner:** The Owner shall not indulge in any activities which may be detrimental to the development of the Said Property and/or which may affect the mutual interest of the Parties. The Owner shall provide all co-operations that may be necessary for successful completion of the Project.

#### 9. Possession and Alternative Accommodation

9.1 **Vacating by Owner:** Simultaneously herewith, the Owner have handed over khas, vacant and physical possession of the entirety of the Said Property to the Developer, for the purpose of execution of the Project.

#### 10. Powers and Authorities

10.1 **Power of Attorney for Construction and Sale of Developer's Allocation:** The Owner shall also grant to the Developer, Bellagio Projects Private Limited, a Power of Attorney for construction of the Project and booking and sale of the Developer's Allocation (defined in Clause 12.1 below).

10.2 **Further Acts:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owner hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc., which are not prejudicial to the interest of the owner for enabling the Developer to perform all obligations under this Agreement.

#### 11. Owner's Consideration

11.1 **Owner's Allocation:** The Owner is and shall be fully and completely entitled to 20% area of the residential & commercial built up area of the Project as per sanctioned Building Plans (Owner's Allocation).

#### 12. Developer's Consideration

12.1 **Developer's Allocation:** The Developer shall be fully and completely entitled to 80% area of the residential & commercial built up area of the Project as per sanctioned Building Plans (Developer's Allocation).



ADDITIONAL PAGES  
- 4 DEC 1955

As a part of the Owner's allocation the Developer shall pay Rs.1, 00,000/- (Rupees One Lakh) only as adjustable advance to be paid to the Owner by the Developer. However the Owner shall be under obligation to refund such advance in case the Project is obstructed due to any hindrance on the part of the Owner leading to termination of this agreement.

### 13. Dealing with Respective Allocations

13.1 **Demarcation of Respective Allocations:** The parties have mutually agreed that on sanction of the Building Plans, the parties shall formally demarcate their respective allocation based on the Building Plans and the details of such demarcation shall be recorded in a separate instrument, which is to be treated as a part and parcel of this agreement, as and when executed.

13.2 **Owner's Allocation:** The Owner shall be exclusively entitled to the Owner's Allocation with exclusive right to transfer or otherwise deal with the same in any manner the Owner deems appropriate, without any right, claim or interest therein whatsoever of the Developer and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession, enjoyment, use and transfer of the Owner's Allocation. It is clearly understood that the dealings of the Owner with regard to the Owner's Allocation shall not in any manner, fasten or create any financial liabilities upon the Developer. However, any transfer of any part of the Owner's Allocation shall be subject to the other provisions of this Agreement.

13.3 **Developer's Allocation:** The Developer shall be exclusively entitled to the Developer's Allocation with exclusive right to transfer or otherwise deal with the same in any manner the Developer deems appropriate, without any right, claim or interest therein whatsoever of the Owner and the Owner shall not in any way interfere with or disturb the quiet and peaceful possession, enjoyment, use and transfer of the Developer's Allocation. It is clearly understood that the dealings of the Developer with regard to the Developer's Allocation shall not in any manner fasten or create any financial liabilities upon the Owner. However, any transfer of any part of the Developer's Allocation shall be subject to the other provisions of this Agreement.

13.4 **Transfer of Developer's Allocation:** In consideration of the Developer constructing and handing over the Owner's Allocation to the Owner and meeting other obligations towards the Owner, the Owner shall execute deeds of conveyances of the undivided share in the land contained in the said Property and the Building Plans as be attributable to the Developer's Allocation, in such part or parts as shall be required by the Developer. Such execution of conveyances shall be through the Developer exercising the powers and authorities mentioned in Clause 10.2 above.

13.5 **No Objection to Allocation:** The Parties confirm that neither Party has any objection with regard to their respective allocations.

13.6 **Cost of Transfer:** The costs of the aforesaid conveyances of the Developer's Allocation including stamp duty and registration fees and all other legal expenses shall be borne and paid by the Developer or the Transferees.

### 14. Municipal Taxes and outgoings

14.1 **Relating to Period Prior to Date of Sanction of Building Plans:** All Municipal rates, taxes, penalty, interest and outgoings (collectively Rates) on the said Property relating to the period prior to the date of sanction of the Building Plans shall be the liability of

the Owner and the same shall be borne, paid and discharged by the Owner as and when called upon by the Developer, without raising any objection thereto.

- 14.2 **Relating to Period After Sanction of Building Plans:** As from the date of sanction of the Building Plans, the Developer shall be liable for the Rates in respect of the said Property and from the Possession Date when Owner Allocation shall be duly handed over, the Parties shall become liable and responsible for the Rates in the ratio of their sharing in the Project.
15. **Common Restrictions**
- 15.1 **Applicable to Both :** The Owner's Allocation and the Developer's Allocation in the Project shall be subject to the same restrictions as are applicable to multi-storied ownership buildings, intended for common benefit of all occupiers of the Project.
16. **Obligations of Developer**
- 16.1 **Compliance with Laws:** The execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/ Central Government bodies and it shall be the absolute responsibility of the Developer to ensure compliance.
- 16.2 **Planning, Designing and Developments:** The Developer shall be responsible for planning, designing and development of the Project with the help of the Architect, professional bodies, contractors, etc.
- 16.3 **Commencement of Project:** The development of the said Property shall commence as per the Building Plans, Scheme, rules, regulations, bye-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, the Owner having no responsibility in respect thereof in any manner whatsoever.
- 16.4 **Tax Liabilities:** All tax liabilities applicable in relation to the development, namely sales tax, value added tax, service tax, works contract tax and other dues shall be paid by the person liable to pay such tax in accordance with law.
- 16.5 **Permission for Constructions:** It shall be the responsibility of the Developer to obtain all sanctions, permissions, clearances and approvals required from various Government authorities for sanction of the Building Plans and execution of the Project, including those from the Promoters Cell. The expenses to be incurred for obtaining all such sanctions, permissions, clearances and approvals shall be borne by the Developer. The Owner shall grant all necessary power and authority to the Developer for obtaining sanctions, permissions, clearances and approvals required from various Government authorities for sanction of the Building Plans and execution of the Project, including those from the Promoters Cell.
- 16.6 **Permission for Construction Finance:** The Developer shall be entitled to take loans and finance for development and construction of the said Project from any Financer including but not limited to Bank, Financial institutions or any other authority by way of creating mortgage in respect of the schedule property in part or in full with creating security/charges over the said schedule property strictly for the purpose of raising fund for successful completion of the project and shall deposit title deeds of the Property with such Financer and after the said Loans are duly paid off by the Developer leading to release of Title Deeds from the said Financer.

MUNICIPAL REGISTRAR  
MUNICIPALITY OF KOLKATA  
24 DEC 1999

- 16.7 **No Violation of Law:** The Developer hereby agrees and covenants with the Owner not to violate or contravene any provision of law, regulation or rule applicable to construction of the Project.
17. **Obligations of Owner**
- 17.1 **Co-operation with Developer:** The Owner undertake to fully co-operate with the Developer for obtaining all permissions required for development of the said Property.
- 17.2 **Act in Good Faith:** The Owner undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 17.3 **Documentation and Information:** The Owner undertake to provide the Developer with any and all documentation to Xerox and information relating to the said Property as may be required by the Developer from time to time, which are or may be in the possession of the Owner.
- 17.4 **No Obstruction in Dealing with Developer's Functions:** The Owner covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- 17.5 **Land Ceiling Clearances:** To approach all concerned authorities under the urban land (Ceiling and regulation) Act, 1976 for the purpose of obtaining exemption under section 20 thereof in respect of the said property and for that purpose to sign such applications, papers, writings, undertakings, as may be required and to carry out correspondence with the authorities concerned, to appear before them and also to prefer appeals from any order of the competent authority or any authority made under the provisions of the said Act.
- 17.6 **No Obstruction in Construction:** The Owner covenant not to cause any interference or hindrance in the construction of the Project and/or amalgamation of the project with inter surrounding lands for the mutual benefit of the said Owner and the said Developer.
- 17.7 **No Dealing with Said Property:** The Owner covenant not to let out, grant lease, mortgage and/or charge the said Property or any portions thereof save in the manner envisaged by this Agreement.
18. **Indemnity**
- 18.1 **By the Developer:** The Developer hereby indemnifies and agrees to keep the Owner saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner in relation to the construction of the Project and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's consultants, employees and/or the Transferees and any breach resulting in any successful claim by any third party or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.
- 18.2 **By the Owner:** The Owner hereby indemnify and agree to keep the Developer saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Developer in the course of implementing the Project for any successful claim by any third party for any defect in title of the said Property or any of the Representations of the Owner being incorrect.
19. **Handover of title deeds and possession for commencing construction:**



- 19.1 The Owner doth hereby covenant that they shall deliver to the Developer the Xerox copy of the original title deeds for causing statutory compliances required for the purpose of the Project, the owner shall co-operate with the Developer by giving inspection of all original deeds and papers as and when the same is required.
- 19.2 The Owner doth hereby also deliver to the Developer the said Property demarcated by its boundary for the purpose of commencement of the Project.
20. **Limitation of Liability**
- 20.1 **No Indirect Loss:** Notwithstanding anything to the contrary hereina, neither the Developer nor the Owner shall be liable in any circumstances whatsoever to each other for any indirect or consequential loss suffered or incurred.
21. **Miscellaneous**
- 21.1 **Parties Acting under Legal Advice:** Each Party has taken and shall take its own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.
- 21.2 **Essence of Contract:** In addition to time, the Owner and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 21.3 **Documentation:** The Developer shall be responsible for meeting all costs and expenses towards execution and registration of document for giving effect to all or any of the terms and conditions set out herein, including this Agreement, but future transfer, sell, assignment and others, both the parties shall have their independent right to engage lawyers for their specific work and documentation.
- 21.4 **Valid Receipt:** The Owner shall pass valid receipts for all amounts paid under this Agreement.
- 21.5 **No Partnership:** The Owner and the Developer have entered into this Agreement on principal to principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall be parties constitute an association of persons.
- 21.6 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 21.7 **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the Project by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owner. Further, various applications and other documents may be required to be made or signed by the Owner relating to which specific provisions may not have been made herein. The Owner hereby undertake to do all such acts, deeds, matters and things and execute any additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owner also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer provided that all such acts, deeds, matters and things do not in any way infringe on the rights of the Owner in terms of this Agreement.
- 21.8 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.



REGISTRAR  
KOLKATA  
4 DEC 1974

- 21.9 **Taxation:** The Owner shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly the Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Owner's Allocation and the Owner shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 21.10 **Name of Project:** The name of the Project shall be decided by the Developer and the Owner mutually.
- 21.11 **No Demise or Assignments:** Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the said Property or any part thereof to the Developer by the Owner or as creating any right, title or interest therein in favour of the Developer except to develop the said Property in terms of this Agreement.
22. **Defaults**
- 22.1 **No Cancellation:** The Owner cannot terminate this Agreement or rescind this contract within the validity period hereof as specified hereinabove.
23. **Force Majeure**
- 23.1 **Circumstances of Force Majeure:** The Parties shall not be held responsible for any consequences or liabilities under this Agreement if the Parties are prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God, (2) acts of Nature, (3) acts of War, (4) fire, (5) insurrection, (6) terrorist action, (7) civil unrest, (8) riots, (11) any notice, order of injunction, litigation, attachments, etc. and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations and (collectively Circumstances Of Force Majeure).
- 23.2 **No Default:** The Parties shall not be deemed to have defaulted in the performance of their contractual obligations whilst the performance thereof is prevented by Circumstances Of Force Majeure, or by strike by material suppliers, workers and employers or due to delay on account of receiving statutory permissions or due to delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority or due to abnormal rise in cost of construction inputs and scarcity/ short supply thereof and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence of any event constituting Circumstances Of Force Majeure.
24. **Entire Agreement**
- 24.1 **Supersession:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/ correspondence and agreements between the Parties, oral or implied or written.
25. **Counterparts**
- 25.1 **All Originals:** This Agreement is being executed at the office of the Registration Authority and the Original hereof shall remain with the Developer while the Owner shall be given a Certified Copy of the same and each copy shall be deemed to be an

original and both copies shall together constitute one instrument and agreement between the Parties.

26. Severance

26.1 Partial Invalidity: If any provision of this Agreement or the application thereof to any circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties here to undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.

27. Amendment/ Modification

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

28. Notice

28.1 Mode of Service: Notices under this Agreement shall be served by messenger or registered post/ speed post with acknowledgement due at the above mentioned addresses of the Parties, unless the address is changed by prior intimation in writing. Such service shall be deemed to have been effected on the date of delivery, if sent by messenger and/or if sent by registered post/ speed post, irrespective of refusal to accept service by the parties. The Owner shall address all such notices and other written communications to the company/ Director of the company/ Developer and the Developer shall address all such notices and other written communications to each of the Owner at the following addresses:

Owner:

70, Anbhorst Row, Kolkata- 700009.

Developer:

D-302, City Centre, DC Block, Salt Lake City, Kolkata - 700 061.

29. Arbitration

29.1 Disputes: Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement [collectively Disputes] shall be referred to a conciliator and thereafter the Arbitral Tribunal, under the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Kolkata only and the language of the arbitration shall be English. The Interim/Final award of the Arbitral Tribunal shall be binding on the Parties.



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4 DEC 1955

30. Jurisdiction

30.1 Courts: In connection with the instant agreement, the District Court having territorial jurisdiction over the said Land and the High Court at Calcutta only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

31. Rules of Interpretation

31.1 Presumptions Rebutted: It is agreed that all presumptions which may arise in law at variance with the express provisions of this Agreement stand rebutted and that no presumptions shall arise adverse to the right, title and interest of Parties to the Said Property.

31.2 Statutes: Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.

31.3 Definitions: In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

31.4 Schedules and Plans: Schedules and Plans appended to this Agreement form a part of this Agreement and shall always be taken into consideration for interpreting the complete understanding between the Parties. Any reference to a Schedule or plan is a reference to a schedule or plan to this Agreement.

31.5 Documents: A reference to a document includes an amendment or supplement or replacement or novation of that document.

31.6 Including: In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall construed as illustrative and shall not limit the sense of the words preceding those terms.

31.7 Headings: The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.

**SCHEDULE**

ALL THAT PICE AND PARCEL OF LAND measuring 23 Kottahs 01 Chittaks 26 Square feet lying and situated in Mouza- Gopalpur, J.L.No- 2, Pargana- Kolkata, R.S no- 140, Touzi- 12501 appertaining to R.S. Dag no- 4290 corresponding to L.R. Dag no- 4290, under L.R. Khelian no- 8760, Police Station- Airport, Ward no- 05 under Rajarhat Gopalpur Municipality, within the limit of District- 24 Pargana (North) and delineated and demarcated on the Plan annexed hereto and colored in colour Red thereon and better and bounded as follows:

- On the North : Land of R.S and L.R Dag no 4287.
- On the South : 30 feet wide Hidco Road.
- On the East : Land of R.S and L.R Dag no 4290.
- On the West : Land of R.S and L.R Dag no- 4289, 4287.

Together with all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of whatsoever or howsoever nature of the Owner in the Said Property.



ACCORDIA UNIVERSITY  
WELLINGTON  
24 DEC 1998



32. Execution and Delivery

32.1 In Witness Whereof the Parties have executed and delivered this Agreement on the date mentioned above.

For Jagannath Cement Works Pvt. Ltd.  
*Nitin Jain*  
Director

(Owner)

BELLASIO PROTECTS (PVT.) LTD.

*A.P.*  
Director

(Developer)

Witnesses:

Signature: *P. Prasad*

Name: P. Prasad Prasad

Father's Name: Mr. Arvind Ch. Prasad

Address: B-302, City Centre  
Third floor  
GATE - 14

Signature: *Abdul Wahid*

Name: Abdul Wahid Rahmon Mulla

Father's Name: Mr. Abdul Wahid Mulla

Address: Bazar -  
Kasarpur -  
Bishnupur -  
Dist - 720104

Drafted by me:

*S. Ghosh*  
Advocate

Sarhojil Ghosh  
Advocate  
High Court, Calcutta



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- 4 DEC 1978

## SCHEDULE OF PAYMENT

As or before the execution of the Development Agreement.

Particulars	Name	Amount
Cheque no- 033581 Dated- 08/10/2013 Axis Bank Ltd, Dum Dum Branch	Jagannath Cement Works Pvt. Ltd	Rs.1,00,000/-
TOTAL:		Rs. 1,00,000/-

(TOTAL RUPEES ONE LAKHS ONLY)

For Jagannath Cement Works Pvt. Ltd.

*Navin Jaiswal*  
Director

(Owner)

Witnesses:

Signature:

*P. Prasad*

Signature

*Abul*

Name *P. Prasad*

Name *Abul Rahmon Mulla*

Father's Name *Q. Miral Q. Prasad*

Father's Name *Ustad Abul Mulla*

Address: *D-302, City Centre  
Third floor  
Kolkata - 84*

Address: *Bangorom  
Kasapuri  
Bishnupur  
Cal-700104*



ADDITIONAL REGISTRAR  
OF ASSURANCE, CALCUTTA  
→ 4 DEC 1955

# SPECIMEN FORM FOR TEN FINGERPRINTS



*Left*

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



*Right*

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

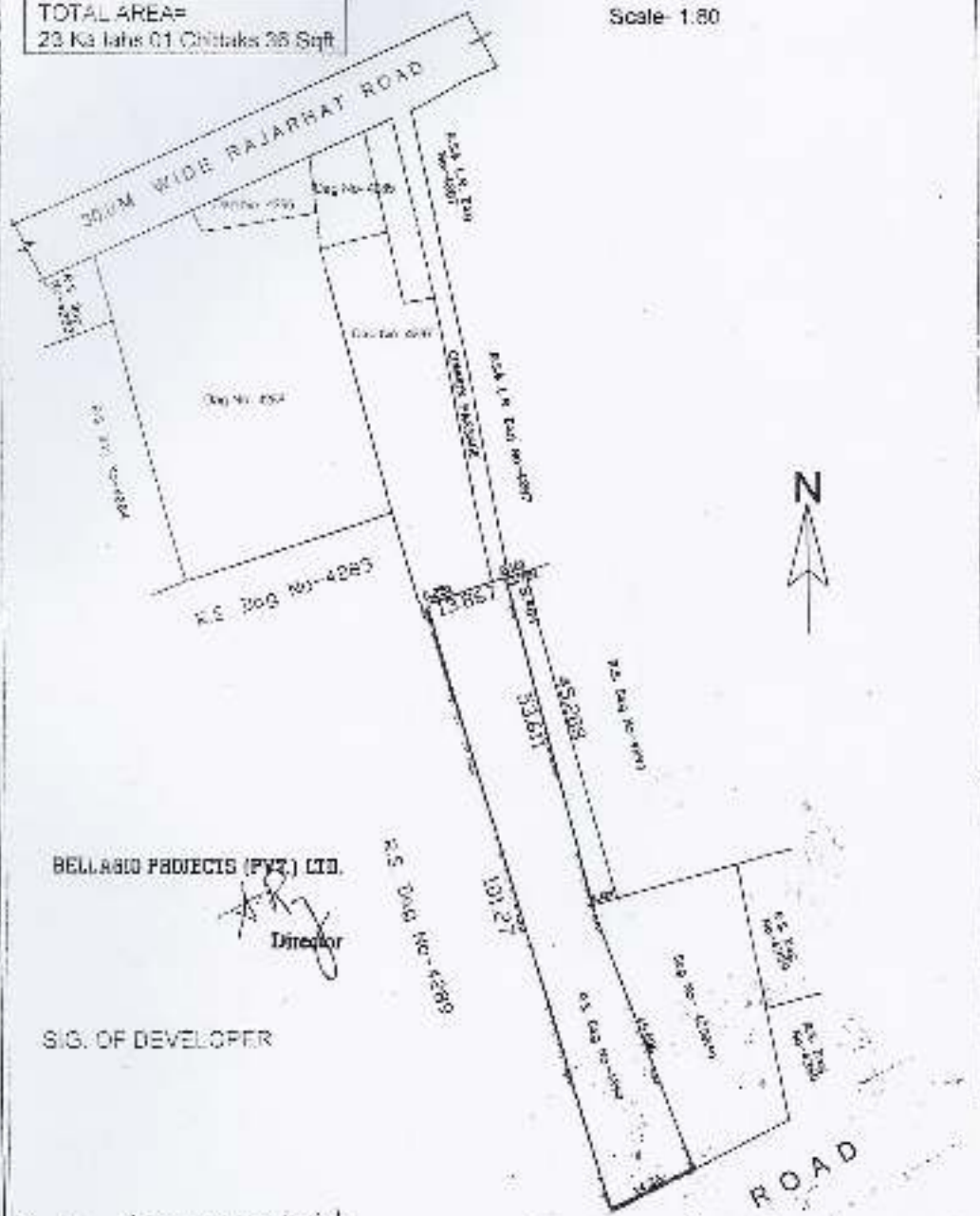


ADDITIONAL REGISTRAR  
WEST BENGAL - CALCUTTA  
- 4 DEC 1958

PLAN FOR THE PLOT OF LAND AT R.S. & L.R. DAG NO - 4295(P), I. R. KHATIAN NO. 180 AT MOUZA- COPALPUR, J.L. NO-2, WITHIN RAJARHAT GOPALPUR MUNICIPALITY, WARD NO- 05, UNDER P.S. - AIRPORT, DIST. NORTH 24 PARGANAS.

TOTAL AREA=  
23 Ka lahs 01 Chittaka 38 Sqft

Scale- 1:80



BELLARIO PROJECTS (PVT.) LTD.

*[Signature]*  
Director

SIG. OF DEVELOPER

For Jagannath Cement Works Pvt. Ltd.

*[Signature]*  
Director

*[Signature]*

SIG. OF OWNER

*[Signature]*  
Bisoy Sarkar

SIG. OF SURVEYOR



REGISTRAR OF ASSURANCES

and

ADMITTED  
OF ASSURANCE  
- 4 DEC 1911



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 48  
Page from 3688 to 3710  
being No 15925 for the year 2013.



(Dulal chandra Saha) 05-December-2013  
ADDL. REGISTRAR OF ASSURANCES-II  
Office of the A.R.A. - II KOLKATA  
West Bengal