

10/07/2013

10/07/2013



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

Mr. 5741818 P 527969

Handwritten notes and signatures on the left side of the stamp, including the number '5-10' and various scribbles.



Certified that the Document is admitted to Registration. The Stamp is valid and the money has been paid to this Department and the payment is received.

Registrar of Assurances-II, Kolkata  
Handwritten signature and date '10/7/13'.

**JOINT DEVELOPMENT AGREEMENT**

1. Date: 10.07.2013.
2. Place: Kolkata
3. Parties:
  - 3.1 1) SHRI BIMAL KUMAR AGARWAL holding PAN ACGPA1630E ,
  - 2) SHRI SANJAY KUMAR AGARWAL holding PAN ACSPA8527C,
  - 3) SHRI DEEPAK KUMAR AGARWAL holding PAN ACGPA5409F,

Handwritten notes on the left margin, including the number '10/7' and other scribbles.



BL. NO. 28858 DATE.....  
NAME.....  
ADD.....  
AMT..... 100/-

Sarbojit Ghosh  
Advocate  
High Court, Calcutta

*J. Roy* (AMITABH ROY)



e-5680

BELLARIO PROJECTS (PVT.) LTD.



*J. Roy*  
Director

e-5681

*R. Ghosh*  
MOUSUMI GHOSH  
LICENSED S. & MP VENDOR  
KOLKATA REGISTRATION OFFICE

*Satayn Agarwal*



e-5682

*D. Anwar*



e-5683

*Kusum Agarwal*



e-5684

*Vinod Kumar*



Identified by me \_\_\_\_\_

*S. Ghosh*  
Adv.


Sarbojit Ghosh

ADDITIONAL REGISTRAR  
OF ASSAM & GUJARAT  
10 JUL 2019

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
D Volume number 30  
Page from 7244 to 7278  
being No 10185 for the year 2013.



  
(Dulal chandra Saha) 17 July-2013  
ADDL. REGISTRAR OF ASSURANCES-II  
Office of the A.R.A. - II KOLKATA  
West Bengal





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

Endorsement For Deed Number : I - 10185 of 2013  
(Serial No. 09666 of 2013 and Query No. 1902L000022390 of 2013)

10/07/2013

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

Presented for registration at 17.00 hrs on :10/07/2013, at the Private residence by Amitabh Roy  
-Claimant.

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

Execution is admitted on 10/07/2013 by

1. Shri Bimal Kumar Agarwal, son of Late N K Agarwal , 2/1 A, Raja Raj Krishna Street, Kol, Thana:-Burtola, District:-Kolkata, WEST BENGAL, India, Pin :-700006, By Caste Hindu, By Profession : Business
2. Shri Sanjay Kumar Agarwal, son of Late N K Agarwal , 2/1 A, Raja Raj Krishna Street, Kol, Thana:-Burtola, District:-Kolkata, WEST BENGAL, India, Pin :-700006, By Caste Hindu, By Profession : Business
3. Shri Deepak Kumar Agarwal, son of Late N K Agarwal , 2/1 A, Raja Raj Krishna Street, Kol, Thana:-Burtola, District:-Kolkata, WEST BENGAL, India, Pin :-700006, By Caste Hindu, By Profession : Business
4. Smt Kusum Agarwal, wife of Bimal Kumar Agarwal , 2/1 A, Raja Raj Krishna Street, Kol, Thana:-Burtola, District:-Kolkata, WEST BENGAL, India, Pin :-700006, By Caste Hindu, By Profession : Business
5. Amitabh Roy  
Director, Bellagio Projects Pvt Ltd, P- 186, Rajarhat Road, Kol, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700186,  
By Profession : Others  
Identified By Sarbojit 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

On 11/07/2013

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.-5,94,18,182/-

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



( Dulal chandra Saha )  
ADDL REGISTRAR OF ASSURANCES-II

all sons of late Nirmal Kumar Agarwal and 4) **SMT KUSUM AGARWAL** holding PAN **ACRPA8240M**, wife of Shri Bimal Kumar Agarwal, presently all are residing at 2/1A, Raja Raj Krishna Street, Police Station- Burtola, Kolkata- 700 006, all by faith- Hindu and all by occupation- business (hereinafter jointly referred to as "OWNERS", which expression, unless repugnant to the context or meaning thereof, shall include their legal heirs, executors, administrators and permitted assigns);

And

3.2 **BELLAGIO PROJECTS PRIVATE LIMITED**, holding PAN **AAFCB4861N**, a company incorporated under the Companies Act, 1956, having its registered office at P-186, Rajarhat Road, Police Station- Rajarhat, Kolkata-700 0186 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).

(Owners 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 Owners and the Developer stands with regard to the development (in the manner specified in this Agreement) of the land admeasuring 86 decimal i.e. 51 cottaks 09 chittaks and 39 sq. ft. more or less, i.e. (9 decimal i.e. 05 Kattaks 07 Chittaks 05 Square





feet comprised in R.S. & L.R. Dag no- 4285, 3 decimal i.e. 01 Kattah  
13 Chittaks 02 square feet comprised in R.S. & L.R. Dag no- 4286, 26  
decimal i.e. 15 Kattahs 11 Chittaks 21 Square feet comprised in R.S. &  
L.R. dag no- 4287, 32 decimal i.e. 19 Kattahs 5 Chittaks 34 square feet  
comprised in R.S. & L.R. Dag no- 4288 and 16 decimal i.e. 09 Kattahs  
04 Chittaks 22 square feet comprised in R.S. & L.R. Dag no- 4290) in  
Mouza- Gopalpur, J.L. No- 2, under L.R. Khatian no- 3311/8, 1956/2,  
1416/6, 804/1, 6702, 6703, Police station- Airport, within the limits of  
Rajarhat-Gopalpur Municipality, Ward no- 05. District- North 24  
Parganas together with all title, benefits, easements, authorities, claims,  
demands, usufructs and tangible and intangible rights of whatsoever or  
howsoever nature of the Owners, 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 Owners 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 **Owners' Representations:** The Owners have represented and warranted  
to the Developer as follows:





- 5.1.1 **Ownership of Sanjay Kumar Agarwal:** Sanjay Kumar Agarwal is the recorded owner of land measuring 36 decimal i.e. (share of 0.3333 out of total land area of 9 decimal i.e. 3 decimal comprised in L.R. Dag no- 4285, share of 1.0000 out of total land area of 3 decimal i.e. 3 decimal comprised in L.R. Dag no- 4286, share of 0.1000 out of total land area of 90 decimal i.e. 8 decimal comprised in L.R. Dag no- 4287, share of 0.3333 out of total land area of 32 decimal i.e. 11 decimal comprised in L.R. Dag no- 4288 and share of 0.1000 out of total land area of 89 decimal i.e. 11 decimal comprised in L.R. Dag no- 4290 ) more or less comprised in R.S. and L.R. Dag No. 4285, 4286, 4287, 4288 and 4290 recorded under L.R. Khatian No. 3311/8 and 6702 in Mouza- Gopalpur, J.L. No- 02, Police Station- Airport, within the jurisdiction of Rajarhat-Gopalpur Municipality, District North 24 Parganas.
- 5.1.2 **Owner's share of land in this agreement (Sanjay Kumar Agarwal):** Sanjay Kumar Agarwal is the recorded owner of land measuring 36 decimal and out of which his land measuring more or less 30 decimal is part of this agreement i.e. ( 3 decimal comprised in L.R. Dag no- 4285, 3 decimal comprised in L.R. Dag no- 4286, 5 decimal comprised in L.R. Dag no- 4287, 11 decimal comprised in L.R. Dag no- 4288 and 8 decimal comprised in L.R. Dag no- 4290 ) more or less comprised in R.S. and L.R. Dag No. 4285, 4286, 4287, 4288 and 4290 recorded under L.R. Khatian No. 3311/8 and 6702 in Mouza- Gopalpur, J.L. No- 02, Police Station- Airport, within the jurisdiction of Rajarhat-Gopalpur Municipality, District North 24 Parganas.
- 5.1.3 **Ownership of Bimal Kumar Agarwal:** Bimal Kumar Agarwal is the recorded owner of land measuring 14 decimal i.e. (share of 0.3333 out of total land area of 9 decimal i.e. 3 decimal comprised in L.R. Dag no- 4285 and share of 0.3333 out of total land area of 32 decimal i.e. 11 decimal comprised in L.R. Dag no- 4288) more or less comprised in R.S. and L.R. Dag No. 4285

and 4288 recorded under L.R. Khatian No. 1956/2 in Mouza- Gopalpur, J.L. No- 02, Police Station- Airport, within the jurisdiction of Rajarhat-Gopalpur Municipality, District North 24 Parganas.

- 5.1.4 **Owner's share of land in this agreement (Bimal Kumar Agarwal):** Bimal Kumar Agarwal is the recorded owner of land measuring 14 decimal and out of which his land measuring more or less 14 decimal is part of this agreement i.e. (3 decimal comprised in L.R. Dag no- 4285 and 11 decimal comprised in L.R. Dag no- 4288) more or less comprised in R.S. and L.R. Dag No. 4285 and 4288 recorded under L.R. Khatian No. 1956/2 in Mouza- Gopalpur, J.L. No- 02, Police Station- Airport, within the jurisdiction of Rajarhat-Gopalpur Municipality, District North 24 Parganas.
- 5.1.5 **Ownership of Deepak Kumar Agarwal:** Deepak Kumar Agarwal is the recorded owner of land measuring 14 decimal i.e. (share of 0.3334 out of total land area of 9 decimal i.e. 3 decimal comprised in L.R. Dag no- 4285 and share of 0.3334 out of total land area of 32 decimal i.e. 11 decimal comprised in L.R. Dag no- 4288) more or less comprised in R.S. and L.R. Dag No. 4285 and 4288 recorded under L.R. Khatian No. 1416/6 in Mouza- Gopalpur, J.L. No- 02, Police Station- Airport, within the jurisdiction of Rajarhat-Gopalpur Municipality, District North 24 Parganas.
- 5.1.6 **Owner's share of land in this agreement (Deepak Kumar Agarwal):** Deepak Kumar Agarwal is the recorded owner of land measuring 14 decimal and out of which his land measuring more or less 14 decimal is part of this agreement i.e. (3 decimal comprised in L.R. Dag no- 4285 and 11 decimal comprised in L.R. Dag no- 4288) more or less comprised in R.S. and L.R. Dag No. 4285 and 4288 recorded under L.R. Khatian No. 1416/6 in Mouza-





Handwritten signature or mark over a rectangular stamp. The stamp contains the text 'ಆರ್. ಎ. ಎ. ಅಧಿಕಾರಿ' (A.A.A. Officer) and '20/12/19' (20/12/19). Below the stamp, the number '100' is visible.

Gopalpur, J.L. No- 02, Police Station- Airport, within the jurisdiction of Rajarhat-Gopalpur Municipality, District North 24 Parganas.

- 5.1.7 **Ownership of Kusum Agarwal:** Kusum Agarwal is the recorded owner of land measuring 36 decimal i.e. (share of 0.2932 out of total land area of 90 decimal i.e. 26 decimal comprised in L.R. Dag no- 4287 and share of 0.1081 out of total land area of 39 decimal i.e. 19 decimal comprised in L.R. Dag no- 4290) more or less comprised in R.S. and L.R. Dag No. 4285 and 4288 recorded under L.R. Khatian No. 804/1 and 6703 in Mouza- Gopalpur, J.L. No- 02, Police Station- Airport, within the jurisdiction of Rajarhat-Gopalpur Municipality, District North 24 Parganas.
- 5.1.8 **Owner's share of land in this agreement (Kusum Agarwal):** Kusum Agarwal is the recorded owner of land measuring 36 decimal and out of which his land measuring more or less 29 decimal is part of this agreement i.e. (21 decimal comprised in L.R. Dag no- 4287 and 8 decimal comprised in L.R. Dag no- 4290) more or less comprised in R.S. and L.R. Dag No. 4285 and 4288 recorded under L.R. Khatian No. 804/1 and 6703 in Mouza- Gopalpur, J.L. No- 02, Police Station- Airport, within the jurisdiction of Rajarhat-Gopalpur Municipality, District North 24 Parganas.
- 5.1.5 **Free Title:** The Owners 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.
- 5.1.6 **Owners have Marketable Title:** The right, title and interest of the Owners in the said property are free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage, lien and dispendences.



- 5.1.7 **No Requisition or Acquisition:** So far as the knowledge of the owners, the said Property is at present not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise.
- 5.1.8 **Owners have Authority:** The owners have full right, power and authority to enter into this Agreement.
- 5.1.9 **No Prejudicial Act:** The Owners 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 Owners 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 Owners 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 Owners herein, final terms and 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 Owners hereby appoint the Developer as the developer of the Said





10 28 1944

Property with right to execute the Project and the Developer hereby accepts the said appointment by the Owners.

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 Owners 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 of 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 Owners confirm that the Owners 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 owners 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



Owners, 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 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 Owners to the Developer whichever is later (**Completion Time**).
- 8.5 **Building Materials:** The Developer shall be authorized in the name of the Owners to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and facilities allocable to the Owners and required for the construction of the Project but under no circumstances the Owners 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 Owners 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 Owners, within the permissible limits of the Planning Authorities.

8.8 **Co-operation by Owners:** The Owners 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 Owners shall provide all co-operations that may be necessary for successful completion of the Project.

9. **Possession and Alternative Accommodation**

9.1 **Vacating by Owners:** Simultaneously herewith, the Owners 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 Owners shall also grant to the Developer, ~~the Director~~ <sup>the Director</sup> ~~the Director of~~ 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 Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc., which are not prejudicial to the interest of the owners for enabling the Developer to perform all obligations under this Agreement.

11. **Owners' Consideration**

11.1 **Owners' Allocation:** The Owners are and shall be fully and completely entitled to 50 % area of the residential as well as commercial built up area of the Project as per sanctioned Building Plans (Owners' Allocation).

12. **Developer's Consideration**





12.1 **Developer's Allocation:** The Developer shall be fully and completely entitled to 50 % area of the residential as well as commercial built up area of the Project as per sanctioned Building Plans (Developer's Allocation).

As a part of the Owner's allocation the Developer shall pay Rs. 35,00,000/- (Rupees Thirty-Five Lakhs) only as ~~advance~~ advance to be paid to the Owners by the Developer. However the Owners shall be under obligation to refund such advance in case the Project is obstructed due to any hindrance on the part of the Owners 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 **Owners' Allocation:** The Owners shall be exclusively entitled to the Owners' Allocation with exclusive right to transfer or otherwise deal with the same in any manner the Owners 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 Owners 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 Owners' 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 Owners and the Owners 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 Owners. 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 Owners' Allocation to the Owners and meeting other obligations towards the Owners, the Owners 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.



Handwritten mark resembling a large, stylized 'N' or a similar symbol, with a horizontal line extending to the left from its base.

Faint, illegible handwritten text or markings located to the right of the large symbol.

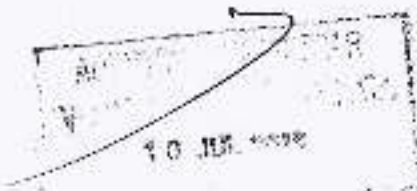


13.7 **Marketing and Accounting:** The Developer shall maintain a regular account for the sales of the Units in the Project in relation to the respective allocations of the Owners and the Developer. The Developer shall be entitled to deal with the specific units of the Owners' Allocation upon written instructions which shall be sold by the Developer only at agreed rates determined quarterly between the parties. The Owners shall be given the payments of all monies collected in the names of the Owners in ratio as instructed by the Owners, on account of the sales made in respect of the Owners' Allocation fortnightly by the Developer alongwith the related statement of accounts. The agreement in respect of the sale of the Owner's units shall only be signed by the owner and only upon the written confirmation by the Owner at the rates mentioned herein above.

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 Owners and the same shall be borne, paid and discharged by the Owners as and when called upon by the Developer, without raising any objection thereto. However, the Developer confirms that as on the date of this Agreement, the Owners have met all such statutory dues.

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 Owners 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 Owners' 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 Development:** 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 Owners 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 Construction:** It shall be the responsibility of the Developer to obtain all sanctions, permissions, clearances and approvals



APPROVED FOR RELEASE  
10 JUL 1962

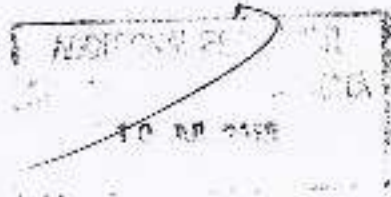


required from various Government authorities for sanction of the Building Plans and execution of the Project, including those from the Promoters Cell. The expenses to be incurred for obtaining all such sanctions, permissions, clearances and approvals shall be borne by the Developer. The Owners shall 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 Developer's Allocation without however creating any security over Owners' Allocation for which the Owners shall deposit title deeds of the Property with such Financer and same shall be returned to the Owners after the said Loans are duly paid off by the Developer leading to release of Title Deeds by the said Financer. If loans and finances are arranged by the Developer, the Company's Directors/Developer shall give personal guarantees to the Owners.
- 16.7 **No Violation of Law:** The Developer hereby agrees and covenants with the Owners not to violate or contravene any provision of law, regulation or rule applicable to construction of the Project.
17. **Obligations of Owners**
- 17.1 **Co-operation with Developer:** The Owners undertake to fully cooperate with the Developer for obtaining all permissions required for development of the said Property.

- 17.2 **Act in Good Faith:** The Owners undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 17.3 **Documentation and Information:** The Owners undertake to provide the Developer with any and all documentation in 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 Owners.
- 17.4 **No Obstruction in Dealing with Developer's Functions:** The Owners 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 Owners 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 Owners and the said Developer.
- 17.7 **No Dealing with Said Property:** The Owners 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 Owners saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owners 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 Owners:** The Owners 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 Owners being incorrect.

19. **Handover of title deeds and possession for commencing construction:**

19.1 The Owners 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 owners shall cooperate with the Developer by giving inspection of all original deeds and papers as and when the same is required.

19.2 The Owners doth hereby also deliver to the Developer the said Property demarcated by tin boundary for the purpose of commencement of the Project.



10.03.2010

10.03.2010



20. **Limitation of Liability**

20.1 **No Indirect Loss:** Notwithstanding anything to the contrary herein, neither the Developer nor the Owners 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 Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

21.3 **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 Owners shall pass valid receipts for all amounts paid under this Agreement.

21.5 **No Partnership:** The Owners 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 the 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 Owners. Further, various applications and other documents may be required to be made or signed by the Owners relating to which specific provisions may not have been made herein. The Owners 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 Owners 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 Owners 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.

21.9 **Taxation:** The Owners 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 Owners indemnified against all actions, suits, proceedings, costs, charges



80 JUN 1919



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 Owners' Allocation and the Owners 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 Assignment:** 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, (9) 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 employees 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 supercedes 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 Owners 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





ARGENTINA  
CORREOS  
10 JUL 1973

sent by registered post/ speed post, irrespective of refusal to accept service by the parties. The Owners 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 Owners at the following addresses:

Owners:

2/1A, Raja Raj Krishna Street, Kolkata- 700 006

Developer:

D-302, City Centre, DC Block, Salt Lake City, Kolkata - 700 064.

## 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 enforce ability 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.

## 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.



10/10/1914

10/10/1914





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.



ADDRESSES OF DIRECTORS  
OF COMPANIES REGISTERED IN INDIA  
10 JUL 2015

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

Land admeasuring 86 decimal i.e. 51 cottahs 09 chittaks and 39 sq. ft. more or less, i.e. (9 decimal i.e. 5 Kattahs 07 Chittaks 05 Square feet comprised in R.S. & L.R. Dag no- 4285, 3 decimal i.e. 01 Kattah 13 Chittaks 02 square feet comprised in R.S. & L.R. Dag no- 4286, 26 decimal i.e. 15 Kattahs 11 Chittaks 21 Square feet comprised in R.S. & L.R. dag no- 4287, 32 decimal i.e. 19 Kattahs 5 Chittaks 34 square feet comprised in R.S. & L.R. Dag no- 4288 and 16 decimal i.e. 09 Kattahs 04 Chittaks 22 square feet comprised in R.S. & L.R. Dag no- 4290) comprised in Mouza- Gopalpur, J.L. No. 2, R.S. Dag nos. 4285, 4286, 4287, 4288 and 4290 corresponding to L.R. Dag nos- 4285, 4286, 4287, 4288 and 4290 under L.R. Khatian no- 3311/8, 1956/2, 1416/6, 804/1, 6702, 6703 within the limits of Rajarhat-Gopalpur Municipality, Ward no- 05, District- 24 Parganas (North) and delineated and demarcated on the Plan annexed hereto and bordered in colour Red thereon and butted and bounded as follows:

- |              |   |   |
|--------------|---|---|
| On the North | : | 30.0M Wide Rajarhat Road.                     |
| On the South | : | Land of R.S and L.R Dag no 4289 & Hideo Road. |
| On the East  | : | Land of R.S and L.R Dag no 4287, 4359 & 4360. |
| On the West  | : | Land of R.S and L.R Dag no- 4283, 4284, 4289. |

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





ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED  
DATE 10/10/2001 BY 60322 UCBAW

32. Execution and Delivery

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

Vimal Kumar  
Deepak Agarwal

Kulvrat Agarwal  
Satyajit Agarwal  
(Owner)

BELLARIO PROJECTS (PVT) LTD.

[Signature]  
Director

(Developer)

Witnesses:

Signature [Signature]  
Name Piiraxi Biswas  
Father's Name Lt. N. C. Biswas  
Address: 29, BANK PARK  
BARRACK POSE  
KOL - 123

Signature Ashish K R Agarwal  
Name Ashish K R Agarwal  
Father's Name Bimal K R Agarwal  
Address: Pp Raja Raj Krishna Str  
Kolkata - 700006

Drafted by me \_\_\_\_\_  
Sarbojit Ghosh  
Adv.

Sarbojit Ghosh  
Advocate  
High Court, Calcutta

### SCHEDULE OF PAYMENT

At or before the execution of the Development Agreement.

| Particulars                    | Name                | Amount                 |
|--------------------------------|---------------------|------------------------|
| Cheque no- 007287              |                     |                        |
| Dated 16/08/2012               | Bimal Kumar Agarwal | Rs. 20,00,000/-        |
| Axis Bank Ltd, Airport Branch. |                     |                        |
| Cheque no- 007287              |                     |                        |
| Dated 16/08/2012               | Kusum Agarwal       | Rs. 15,00,000/-        |
| Axis Bank Ltd, Airport Branch  |                     |                        |
| <b>TOTAL:</b>                  |                     | <b>Rs. 35,00,000/-</b> |

(TOTAL RUPEES THIRTY-FIVE LAKHS ONLY)

*Bimal Kumar Agarwal* Kusum Agarwal  
*Bimal Kumar Agarwal* *Satyajit A. Agarwal*  
 (Owner)

Witnesses:

Signature

*P. N. C. Biswas*

Signature

*Arjit K.R. Agarwal*

Name

*P. N. C. BISWAS*

Name

*Arjit K.R. Agarwal*

Father's Name

*U. N. C. BISWAS*

Father's Name

*Bimal K.R. Agarwal*

Address:

*29, BANK PARK  
 BARABANKPORE  
 201-123*

Address:

*P.1 Raja Anil Kulkarni Street  
 Kolkata - 700006.*





ADDITIONAL  
DEPARTMENT OF AGRICULTURE  
10 JUL 1919





RECEIVED  
OF [illegible]  
10 JUN 1964

RECEIVED OF [illegible]

[illegible]



# SPECIMEN FORM FOR TEN FINGERPRINTS



*H. Ray*

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



*Satyan K Agarwal*

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



*Kusum Aggarwal*

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



*Prasad K. S. Srinivas*

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



# SPECIMEN FORM FOR TEN FINGERPRINTS



A. Joseph A. Brown

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



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



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



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



10 JUL 2019