

Serial No. 15

# NOTARIAL CERTIFICATE

TO ALL TO WHOM THESE PRESENTS SHALL COME  
J. SWAPAN BANERJEE, duly appointed by the Government of  
West Bengal as NOTARY and practising within the city of  
Calcutta, Union of India do hereby certify that the Paper  
Writings 'A' are presented before me by the Executant(s),

Development Agreement is made between  
Kamarhati Municipality, chairman, Sri Gobinda  
Sanyal, of I. M. M. Fraser Road Town, P.O. S.  
Belghoria, Kolkata-75 and others.  
as mentioned in the original instrument  
who has/have been properly identified, hereinafter  
referred to as the Executant(s), this the **08 APR 2002**

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

IN FAITH AND TESTIMONY WHEREOF, I, SWAPAN  
BANERJEE the Said NOTARY have hereunto subscribed my  
name and affixed my Seal of Office on this the **08 APR 2002**

*Swapan Banerjee*  
NOTARY

8.4.2002



SWAPAN BANERJEE  
Regn. No. 17/1994  
D-18/1, Karunamoyee Housing Estate,  
Calcutta-700 091  
Phone : 359-0204

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 28<sup>th</sup> day  
 of APRIL TWO THOUSAND AND TWO ( 2002 )  
BETWEEN  
KAMARATI MUNICIPALITY, represented by its chairman,  
SRI GOBINDA GANGULY, having its office at 1, M. M. feeder road,  
 Town, post office and police station - Belgharia, District-North  
 24 parganas, PIN - 700 056, hereinafter referred to as the  
 " LAND OWNER " ( which expression shall unless excluded by or  
 repugnant to the context deemed to include its executors,  
 representatives, administrators, successors-in-office and assigns  
 of the ONE PART .

A N D

*[Signature]*  
 Chairman  
 Kamarati Municipality

For Witness  
*[Signature]*  
 Itshaha Charya

06/02/2001

1216  
Name: Komarshahi Municipality  
Address: P.M. Fecdes Road Belgah  
Value: 100/-  
Kal-56

Handwritten Signature  
Attest Judge

ANNEXURE "A"


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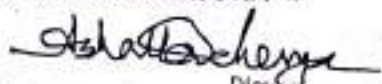
M/S. NOVOUS INTERIORS PRIVATE LIMITED, having office at 17A, Bachaspati para road, post office - Dakshineswar, police station - Belgharia, District- North 24 Parganas, PIN - 700 076, hereinafter referred to as the "DEVELOPER" ( which expression shall unless excluded by or repugnant to the context be deemed to include its executors, representatives, administrators, successors-in-office and assigns ) of the OTHER PART :

WHEREAS the municipal authorities of Kamarhati Municipality being the owner is absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring about more or less 15 (fifteen) cottahs 10 (Ten) chittacks lying and situated at mouza - Belgharia, comprised in J.L.No.3, R.S.Khatian No.1200, Dag No.34 and under the jurisdiction of Kamarhati Municipality ward No.23, Holding No.315, being premises No. 22, Mahesh Mukherjee feeder road, Kolkata-700056 which is more fully and particularly described in schedule 'A' hereunder written.

AND WHEREAS the chairman in council of Kamarhati Municipality has adopted a resolution in their meeting dated - April 30, 2001 being item no.14 for development and commercial exploitation of the above mentioned 15 (fifteen) cottahs 10 (Ten)

  
Chairman  
Kamarhati Municipality

For Novous Interiors Pvt. Ltd

  
Director

ANNEXURE "A"

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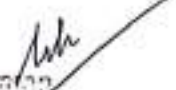


chittacks of land, be the same a little more or less and which is more fully and particularly described in the schedule 'A' hereunder written by appointing and/or engaging a developer.

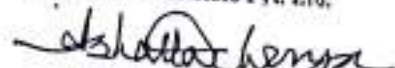
AND WHEREAS the board of councillors of Kamarhati Municipality has adopted a resolution vide item no.14 dated - April 30, 2001 being adopted in the meeting of the chairman-in-council of the said municipality for development and commercial exploitation of the said land which is more fully and particularly described in the schedule hereunder written, in view of the Chairman in Council's resolution dated 21-12-2000;

AND WHEREAS the municipal authorities of Kamarhati Municipality according published a notice in the English daily The Telegraph on December 06, 2000 and also in the Bengali daily Ganasakti on December 06, 2000 thereby inviting bids from interested developers for execution of the above mentioned development work to be executed on the above mentioned 15 (fifteen) cottahs 10 (ten) chittacks of land be the same a little more or less and described in schedule 'A' hereunder written.

AND WHEREAS the interested bidders including the developer herein duly participated in the said bid which was opened on December 16, 2000 at 4.00 P.M. and upon consideration of all the quotations submitted in respect of such bid the present developer has been selected as the highest bidder for carrying

  
Chairman  
Kamarhati Municipality

For Novous Interiors Pvt. Ltd.

  
Director

ANNEXURE "A"

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out the development project on and above the aforesaid 15 (fifteen) cottahs 10 (ten) chittacks of land which is more fully and particularly described in the schedule 'A' hereunder written.

AND WHEREAS the municipal authorities of Kamarhati Municipality by their reference no. 85/A/PN/KM/2000-2001 dated - February 23, 2001 informed the developer herein that their tender has been provisionally accepted by the chairman, Kamarhati Municipality subject to complying the terms and conditions mentioned in the said memo.

AND WHEREAS the developer herein has duly complied with the terms and conditions of the said memo dated February 23, 2001 issued by the chairman, Kamarhati Municipality.

AND WHEREAS the parties hereto are desirous to make development of the aforesaid land measuring 15 (fifteen) cottahs 10 (ten) chittacks more or less which is more fully and particularly described in the schedule 'A' hereunder written.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED

BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

ARTICLE: I - DEFINITIONS

In this connection the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assign to them :-

1. OWNERS : shall mean the Kamarhati Municipality and its executors.

*[Handwritten signature]*  
Kamarhati Municipality

For Novous Interior Pvt. Ltd.  
*[Handwritten signature]*  
Director



## ANNEXURE "A"

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representatives, administrators, successor-in-office and assigns.  
PAN of the owner is AAALK0125A.

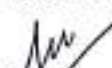
1.1 THE SAID PLOT/PREMISES: shall mean and include the land measuring 15 (Fifteen) cottahs 10 (Ten) chittacks more or less lying and situated at mouza - belgharia Kamarhati comprised in J.L.No.3, R.S.Khatian no.1200, pag no.34 within the jurisdiction of Kamarhati Municipality being ward no.23, holding no.315, being premises no.22, Mahesh Mukherjee feeder road, Calcutta-700056 which is more fully and particularly described in the schedule 'A' hereunder written.

1.2 BUILDING: shall mean the building consisting of several floors presently intended to be constructed at holding no.315 within ward no.23, being premises no.22, Mahesh Mukherjee feeder road, belgharia, Calcutta- 700 056.


1.3 UNIT : shall mean the constructed area and/or spaces in the building and/or constructed area capable or being occupied and enjoyed independently.

1.4 THE SUPER BUILT UP AREA : shall mean the total covered area to comprise in the unit as certified by the Architect plus the proportionate share of the common area and the aggregate of the same.

1.5 THE PLAN : would mean the plan already prepared by the Architect of the land owner/municipality and which is also included in the tender document for the construction of the proposed commercial cum residential complex over and above the said premises being

  
Chairman  
Kamarhati Municipality

For Novous Interiors Pvt. Ltd.

  
Director

## ANNEXURE "A"

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premises no.22, Mahesh Mukherjee feeder road, Belgharia,  
Calcutta - 700 056.

1.6 COMMON FACILITIES AND AMENITIES: shall mean and include corridors staircase, passages, ways, shafts, common lavatories, pump room, deep tube well, underground water reservoir, overhead reservoir, water pump and motor, ultimate floor of the proposed five storied building and other facilities which may be mutually agreed upon between the parties hereto and as required for the purpose of establishment, location, enjoyment, provisions, maintenance and/or management of the said proposed commercial cum-residential building complex.

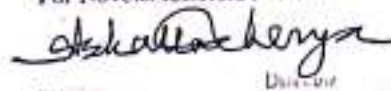


TRANSFER : shall mean, as required under the Indian Registration Act, 1908 as well as described under the Transfer of Property Act, 1982, for transfer of flats, shops etc. with undivided proportionate share of the land underneath. The chairman of the Kamarhati Municipality shall do all acts and deeds for execution and registration of the respective deed(s) of conveyance in favour of intending purchaser(s).

1.8 TRANSFeree/BUYERS : shall mean the purchaser and/or purchasers of any portion of the commercial and/or residential unit of the building complex as to be constructed according to the approved plan as well as according to the revised plan of the Kamarhati Municipality who will be the nominee of the developer.

  
Swapan Panerjee  
Kamarhati Municipality

For above Interior Part 1.11

  
Swapan Panerjee

Director



## ANNEXURE "A"

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1.9 CONTRACT : means the documents forming the offer and acceptance thereof and this formal agreement executed between the Kamarhati Municipality and the developer TOGETHER WITH the documents referred to herein including the work order, conditions, the specification, architect and structure, plan, designs, drawings and soil test report along with structural engineer certificate to be submitted by the developer and approved from time to time by the engineer-in-charge of the Kamarhati Municipality and all those documents taken together shall be deemed to form one contract and shall be complementary to one another.

1.10 THE ENGINEER-IN-CHARGE : means the sub-Assistant engineer or the sectional officer as the case may be who will supervise and be in charge of the work on behalf of the Kamarhati Municipality.



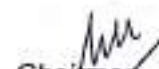
### ARTICLE: II - DATE OF COMMENCEMENT

2.1 This Agreement shall have the effect on and from may two thousand one.


### ARTICLE: III - OWNER'S REPRESENTATIONS

3.1 The owner is seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said premises and/or the said plot more fully and particularly described in the schedule-'A' hereunder written free from all encumbrances.

3.2 That the said premises is free from all encumbrances and the land owner has a clear and good marketable title in respect of

  
Chairman  
Kamarhati Municipality

For Novous Interiors Pvt. Ltd.

  
Director



## ANNEXURE "A"

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the said land more fully and particularly described in the schedule 'A' hereunder written.

- 3.3 That the said land is free from all encumbrances, charges, liens, lispendense, attachments, trust, acquisition, requisitions whatsoever or howsoever. The municipality has no objection if any portion of the land described in schedule 'A' hereunder written becomes the subject matter of any loan transaction.

### ARTICLE: IV - DEVELOPER'S REPRESENTATION

- 4.1 The developer having been satisfied with the declaration hereinbefore as recorded in Article - III above has agreed to undertake the work of development of the said premises and construction of commercial-cum-residential complex and have also made arrangement of sufficient funds for carrying out the work of development of the said premises and construction of the said commercial cum residential building complex on the basis of the owner's assurance that there is no pending suit, proceeding either civil or criminal or revenue and/or any claim demand and interest of any other individual, firm and/or company and the said premises is absolutely free from all encumbrances having clear, good marketable title therein.



*[Signature]*  
Chairman  
Kansaria Municipality

For Novous Inter...

*[Signature]*


Date

## ANNEXURE "A"

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- 4.2 The developer herein shall carry out the work of development of the said premises and for construction of the said proposed commercial-cum-residential building complex in accordance with the approved plan as approved by the municipality authorities of Kamarhati Municipality and/or on the basis of the modified plan and/or revised plan therefore.
- 4.3 That the land owner hereby grants exclusive right to the developer to undertake the execution of the construction work on the vacant land in accordance with the approved plan as approved by the municipal authorities of Kamarhati Municipality and the revised plan, if any, made thereafter.
- 4.4 That the building plan or any document in relation thereto as may be required for construction of the proposed commercial-cum-residential building shall be supplied by the land owner/municipality provided that all other additions, alterations and modifications of the plan and/or design, documents as may be required by the developer shall be prepared after obtaining necessary consent in writing from the land owner (i.e. the authorities of Kamarhati Municipality) and submitted by the developer on behalf of the land owner at the developer's own cost and expenses.



  
Chairman  
Kamarhati Municipality

For Novous Inter:  
  
Dues: 6

## ANNEXURE "A"

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4.5 That nothing herein contained shall be construed as a demise or assignment or conveyance or as creating any right, title or interest in respect of the said premises in favour of the developer other than an exclusive license or right to the developer to do or refrain from doing the acts and things in terms hereof and to deal with the developer's allocation.

4.6 The land owner shall hand over photocopies of purchase and extract of the municipal assessment register in respect of the holding to the said property to the developer.

4.7 The land owner/municipality shall grant to the developer a general power-of Attorney, authorizing them to take all necessary permissions and approved from different authorities in connection with the construction of the commercial-cum-residential complex including booking, execution of agreement for sale of flat or flats and spaces for commercial purposes, if so required and shops with undivided undermarked impartible proportionate share of the land underneath in respect of the developer's allocation only (i.e. in the first floor, second floor, third floor and fourth floor of the said proposed commercial-cum-residential building complex) in favour of the intending purchaser or purchasers and to receive moneys from those purchaser(s).



*[Signature]*  
Chairman  
Kamrabad Municipality

For Honours Interior Dept. I.I.I.  
*[Signature]*  
Director

## ANNEXURE "A"

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4.8 The upon completion of the proposed commercial-cum-residential building the developer shall put the land owner/municipality in undisputed possession of the land owner's allocation in the ground floor of the proposed commercial-cum-residential building complex TOGETHER WITH the common facilities and amenities of the said commercial-cum-residential building complex.

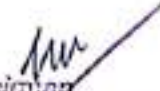
4.9 The land owner/municipality shall be the owner of the entire ground floor of the building i.e. 20% of the total constructed area in the building. The land owner/municipality has agreed to allow the developer herein to buy back their remaining 22.1% share in the constructed area on the first floor, second floor, third floor and fourth floor of the proposed commercial-cum-residential building complex at the rate of Rs.1050/- (Rupees one thousand fifty) only per square feet ( covered area ). The land owner/municipality as also the developer agree not to interfere in the peaceful occupation of others allocated area.

4.10 That in so far as necessary all dealings by the developer in -  
respect of the commercial-cum-residential building complex ,  
including agreement for sale or transfer concerning developer's  
Allocation shall be in the name of the land owner and the developer  
shall join in such agreement(s)/deed(s) as confirming party.

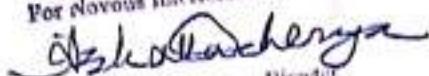
4.11 That the developer shall at its own costs and expenses complete the construction of the commercial-cum-residential building upon the said land in accordance with the approved plan as well as revised plan, if any, and confirming to such specifications as are mentioned in the schedule 'G' herounder written as well as per directions/instructions of the engineer-in-charge of the Kamarhati municipality.

### ARTICLE: V - ENTRUSTMENT BY OWNER AND DEVELOPER

5.1 The owner hereby entrusted the developer as the builder and/or

  
Chairman  
Kamarhati Municipality

For Shovon Interiors Pvt. Ltd.

  
Director

## ANNEXURE "A"

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developer and/or promoter for the purpose of developing the said premises and/or construction of the commercial -cum-residential building as per the scheme of the development as herein agreed in the property described in schedule 'A' hereunder written. The developer hereby accepts and confirms this appointment.

5.2 The land owner/municipality does hereby entrust the work of development of the said premises on the terms and conditions as contained in this agreement.

5.3 The developer shall carry out the work of development in respect of the said premises.

a) By erecting and/or constructing a commercial-cum-residential building or other structures in or upon the said premises at its own costs and expenses.

b) By allotting the owner's allocation to the land owner/municipality in the ground floor of the said building complex as provided hereunder after completion of the same at the cost and expenses of the developer.

### ARTICLE: VI - OWNER'S ALLOCATION

5.1 In consideration of the premises mentioned hereinabove and in consideration of the owner's permission and/or allowing the developer herein to develop the said premises in the manner and on the terms and conditions hereinbefore and hereinafter agreed and recorded, the developer herein is entrusted to erect a commercial-cum-residential building known as "JIBAN KRISHNA BHAWAN" as premises no. 22, Mahesh Mukherjee feeder road, Belgharia, Calcutta-700 056, being holding no.215 within ward no.23 of Kamarhati municipality which is more fully and particularly described in the schedule 'A' hereunder written at the cost and expenses of the developer in accordance with the approved plan of the Kamarhati municipality and/or on the basis of the plan as to be revised and/or newly approved plan of

For Novous Interiors Pvt. Ltd.

*Atshallakanya*  
Director

*[Signature]*  
Chairman  
Kamarhati Municipality

ANNEXURE "A"

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Kamarhati Municipality or by such other authority or authorities who are empowered to approve the plan upon the said premises and shall allot in favour of the owner as and by way of owner's allocation as follows :


- a) that the landowner, i.e. the municipal authorities of Kamarhati Municipality shall be entitled to a total floor area of 42.1 % of the constructed area of the entire commercial-cum-residential building complex and out of the said 42.1 % of the area, the land owner/municipality shall be the owner of the entire ground floor of the building, i.e. 20 % of the total constructed area in the building. The landowner/municipality has agreed to allow the developer herein to buy back their remaining 22.1% share in the constructed area on the first floor, second floor, third floor and fourth floor of the proposed commercial-cum-residential building complex at the rate of Rs.1050/- (Rupees one thousand fifty) only per square feet (covered area). The land owner/municipality also the developer agrees not to interfere in the peaceful occupation of others allocated area.

Further the developer has paid a total sum of Rs.3,25,000/- to the land owner as per the following table.

<u>Sl.no.</u>	<u>cheque no.</u>	<u>bank particulars</u>	<u>date</u>	<u>Amount (RS.)</u>
1.	877514	UCO bank	16.12.2000	50,000.00
2.	140832	Allahabad bank	26.06.2001	1,25,000.00
3.	017479	Allahabad bank	05.04.2002	1,50,000.00
TOTAL				3,25,000.00

ARTICLE: VI - DEVELOPER'S ALLOCATION

- 7.1 in consideration of the development work and /or construction of the proposed commercial-cum-residential building at the

  
Chairman  
Kamarhati Municipality

For developer's intention put 1/11/02



cost and expenses of the developer, the developer shall get and be entitled to have all the area of the proposed commercial-cum-residential building complex excepting the owner's allocated area as mentioned in the clause no.VI hereinabove as well as more fully and particularly described in the schedule 'B' hereunder written of the proposed commercial-cum-residential building complex including undivided proportionate share of land underneath of the demised premises No.22, Mahesh Mukherjee feeder road, Belgharia, Calcutta-700 056 which is more fully and particularly described in the schedule 'A' hereunder written including the common areas, facilities and amenities of the said building on pro-rata basis which is known as -

" JIBAN KRISHNA ENAWAN "

7.2 After the allotment of the said owner's allocation as referred to hereinabove the developer shall be entitled to hold, occupy, possess and enjoy the remaining portion of the said commercial-cum-residential building to its exclusive use and/or occupation and further be entitled to deal with and/or sale and/or dispose of the same in any way/any manner and to appropriate the entire amount of the consideration and/or rental arising thereof without any objection or obstruction by or on behalf of the owner abovenamed and/or any other person or party on its behalf or otherwise whatsoever.



ARTICLE: VIII - PERIOD OF COMPLETION

8.1 That the time is the essence of the instant contract and the developer at its own cost and expenses shall complete the entire project within the specified time as mentioned hereunder ; \*

A) That the developer at its own cost and expenses within 3 (three) years from the date of delivery of possession of the land shall complete and handover the vacant, khas, physical

*hh*  
Chairman  
Kamrath Municipality

For Devans Interiors Pvt. Ltd  
*sd/attacharya*  
Date: \_\_\_\_\_



ANNEXURE "A"

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possession of entire land owner's allocation area to the land owner in the entire ground floor of the proposed commercial-cum-residential building at premises no. 22, Mahesh Mukherjee feeder road, Belgharia, Calcutta- 700 056, along with the common areas and facilities as required for running a municipal market by the landowner.


- b) That all the existing structure and constructions as standing upon the project land shall be removed by the land owner at its own costs and expenses prior to delivery or possession of the land in question to the developer herein.
- c) That the developer at its own cost and expenses within 3 (three) years from the date of delivery of possession of the said premises which is more fully and particularly described in the schedule 'A' hereunder written shall complete the entire project at the premises lying and situated at 22, Mahesh Mukherjee feeder road, Belgharia, Calcutta-700 056 more fully and particularly described in the schedule 'A' hereunder written.

d) That the existing licensees as and/or occupier are upon the subject land shall be rehabilitated by the land owner at its own costs at different shop rooms in the ground floor of the said proposed commercial-cum-residential building complex.

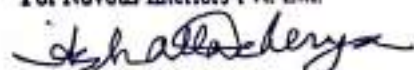
However, after such rehabilitation, if any extra space/shop room is found in the ground floor of the said building complex, the land owner/municipality shall be at liberty to sale out the same to the developer at such rate as may be fixed by the chairman of the Kamarhati municipality.

ARTICLE: IX - PENALTY

- 9.1 The general progress of the project work shall be made by the developer according to the bar diagram and pie chart

  
Chairman  
Kamarhati Municipality

For Novous Interiors Pvt. Ltd.

  
Director

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indicating the detailed break up of the job prepared by the developer and shall before hand deliver the same to the Engineer-in-charge of the owner. In the event of failure by the developer to comply time schedule as stipulated in the bar diagram and/or pie chart the owner shall be at liberty to revoke the instant agreement as well as to impose penalty without prejudice to its others rights.

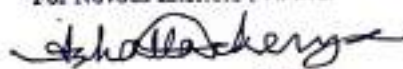
9.2 The Engineer-in-charge of the Landowner/municipality may without prejudice to his other rights against the developer in any respect for any delay or inferior workmanship or otherwise may claim for damages in respect of any breach of any of the conditions of this contract and without prejudice to other rights remedies under any of the provisions of this agreement or otherwise and whether three years, the time for completion has or has not elapsed by notice in writing absolutely revoke the contract in the following cases (subject to an additional period of six months in the event of force majeure) :-  
i) If the developer fails and neglects to complete the work within the specified date.

ii) If the developer being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitled the court or creditor to appoint a receiver or a member or which entitled the court to make winding up order.

iii) If the developer commits breach of any of the terms and conditions and/or violates the provisions of any statute as to be followed by the developer during the execution of the work.



  
Chairman  
Kamarchali Municipality

For Novous Interiors Pvt. Ltd.  
  
Director

## ANNEXURE "A"

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iv) if the developer abovenamed fails and neglects to handover physical khas possession duly completed in the inner side in all respect in the entire ground floor being the land owner's allocation along with the common areas and facilities of the proposed commercial-cum-residential complex known and called as "JIBAN KRISHNA BHAWAN" at premises no.22, Mahesh Mukherjee feeder road, Belgharia, Calcutta-700 056 within 36 months on and from the date of delivery of possession of the said premises to the developer herein.

v) if the developer abovenamed fails and neglects to complete the remaining work of the said commercial-cum-residential complex known as "JIBAN KRISHNA BHAWAN" at premises no.22, Mahesh Mukherjee feeder road, Belgharia, Calcutta- 700 056 along with all the common rights and facilities within three years from the date of delivery of possession of the said premises to the developer herein.


vi) if the developer assigns and sublets without the written approval of the owner abovenamed either in whole or any part of this contract AND if the developer shall assign or sublet its contract or attempt so to do or become insolvent or any insolvency proceedings is commenced against him or make any composition with its creditors or attempts so to do.

### ARTICLE : X - DEVELOPER'S OBLIGATION

10.1 It is agreed and made clear that the owner herein shall not in any manner be liable and/or responsible for the costs, charges and expenses for the development of the said premises and/or construction of the proposed commercial-cum-residential building and in this respect, the developer hereby agrees to keep the owner absolutely indemnified and harmless.

  
Chairman  
Kamohati Municipality

For Novous Interiors Pvt. Ltd.

  
Director

## ANNEXURE "A"

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- 10.2 The developer herein shall keep the owner absolutely indemnified and harmless against all action claims and demands in respect of the proposed construction of the commercial-cum-residential building complex in question.
- 10.3 The developer herein shall solely be responsible or liable for the payment of salaries, wages, charges, <sup>&</sup> remunerations of all mistries, masons, supervisors, architects, contractors, engineers, chowkidars, darwans and other employees and staffs as may be retained, appointed and/or employed by the developer and in this regard, the owner shall not in any manner responsible.
- 10.4 The developer shall also be liable to indemnify the owner for the amount as may be incurred due to the developer's unfinished work and/or relating to the developer's allocation in the proposed commercial-cum-residential known as

"JIBAN KRISHNA BHAWAN".

### ARTICLE: XI - OWNER'S OBLIGATION AND COVENANTS

- 11.1 The owner shall render its best co-operation and assistance to the developer in the matter of development of the said plot or construction of the proposed building complex as may from time to time be necessary or required.
- 11.2 The owner herein shall at it's own costs and expenses defend or contest all or any suits, appeals, revisions, legal proceedings/original proceedings and other litigations as may from time to time be instituted or filed concerning or relating to the title of the said premises which is morefully and particularly described in the schedule 'A' hereunder written.



*[Signature]*  
Chairman  
Kamrathi Municipality

For above mentioned P.L. Ltd.

*[Signature]*

Director

ANNEXURE "A"

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- 11.3 The owner shall sign, execute and deliver to the developer all plan, maps, papers, sketches, elevations, drawings, applications and other papers and documents as may from time to time be required.
- 11.4 The owner herein shall sign execute and deliver all applications, letters and papers and documents as may be necessary or required for obtaining telephone, electricity, water, drainage, sewerage and other public utility services in or upon the said building or portion thereof in the name of the transferee/owner or other person or persons in respect of developer's allocation.
- 11.5 that the owner shall allow the developer to enter into an agreement to sell the developer's allocation subject to the condition that such deed of agreement to sell shall be a tripartite one to be made between the Kamarnati municipality the vendor, of the one part, the intending purchaser, the party of the second part and the developer v/s. HINDUS INTERIORS PRIVATE LIMITED being the developer/confirming party of the third part and one copy of each of such agreement shall have to be supplied by the developer to the owner at its own costs and expenses to preserve the same in the records of the owner for future necessity.
- 11.6 The owner shall not in any manner object or obstruct the carrying out of the development of the said premises and/or construction of the said commercial-cum-residential building complex and to do any act, deed, matter or development of the said premises and/or construction of the proposed building by the developer.



*[Signature]*  
Chairman  
Kamarnati Municipality

For Hindus Interiors Pvt Ltd.  
*[Signature]*  
Director

ANNEXURE "A"

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11.7 owner herein shall not in any manner encumber, mortgage, charge or otherwise deal with or dispose of the said plot and/or the said land or any portion thereof, pending this agreement and/or development work.

ARTICLE: XII - RATES AND TAXES

12.1 the developer shall pay sale tax and all other taxes as may be payable by the developer relating to its allocated portion of the demised premises and in the vent of failure by the developer to pay the same.

12.2 the transfer of the flats and other spaces in the building shall bear and pay the proportionate amount of the municipal taxes and other taxes and rates whatsoever on the basis of the areas of the flat and other spaces of the building as may be acquired by them respectively from the date of possession of the flat by the intending purchaser.

12.3 the transferees of flats and other spaces of the said premises shall bear and pay the proportionate amount of cost of maintenance service charge on account of proper maintenance of common area essential service.

The owner herein shall also respectively bear and pay the proportionate amount of costs, maintenance and service charges as may be found payable on account of areas to be allotted to it in the ground floor of the proposed commercial-cum-residential building complex.

ARTICLE: XIII - DOCUMENTATION

13.1 All fees, costs, charges and expenses for preparation of the proposed transfer deeds and all other deeds and documents shall be borne by the developer and/or the transferee



*[Signature]*  
Chairman  
Kamarnahal Municipality

For Novous Interiors Pvt. Ltd.

*[Signature]*  
Director

ANNEXURE "A"

of flats/shops/office and other spaces of the proposed commercial-cum-residential building and such fees, costs and expenses shall have to be related to the developer's allocated share not in any way relating to the owner's allocated area.

13.2 A copy of the tripartite agreement and/or booking as may be made by the developer to transfer the developer's allocated area to be supplied by the developer at the cost and expenses of the intending purchaser to the owner and all deeds, agreement for sale and legal formalities shall be done by the Advocate to be appointed by the developer.

13.3 That all the deeds of transfer and lease shall contain all the restrictions and covenants as required for the purpose of the protection of the best interest of the said commercial-cum-residential building complex known as "JIBAN KRISHNA BEHARAN".

ARTICLE : XIV - INSPECTION

That the owner or its engineer-in-charge or any authorized person on behalf of the owner shall have every right and liberty to inspect the constructional work of the said commercial-cum-residential building complex with or without notice.

ARTICLE : XV - RESTRICTIONS

15.1 In the ground floor portion the municipal market will be accommodated by the land owner/municipality and the said market shall always be named as "JIBAN KRISHNA MOULIK MARKET". The administration of the municipal market shall be always with the Kamarhati municipality. The municipal market shall be known and called as "JIBAN KRISHNA MOULIK MARKET".



*[Signature]*  
Chairman  
Kamarhati Municipality

For Novous Interiors Pvt. Ltd.  
*[Signature]*  
Director

15.2 that the entire commercial-cum-residential building complex at premises no. 22, Mahesh Mukherjee feeder road, Belghoria, Calcutta-700 056 shall be known as "JIBAN KRISHNA BHAVAN".

15.3 that administration of the above mentioned project shall always be with the Kamarhati Municipality and question of formation of Association for administration and maintenance of the said ground floor shall not arise until and unless the municipality specifically agrees in writing regarding the formation of the same, subject to consent of the developer.

15.4 that neither the developer nor the owner's association or any authority excepting the Kamarhati Municipality shall be entitled to change the name and style of the said project.

15.5 that the developer shall not be entitled to assign, mortgage, part with possession of the said premises or any interest of this contract without written permission of the owner abovenamed.

15.6 that the developer abovenamed shall time to time furnish the names and addresses of the sub-contractor and/or labour contractors and shall not engage any person or concern as sub-contractor and/or labour contractors those are already in the black list of the Kamarhati Municipality.

15.7 in the commercial-cum-residential portion of the said building a provision of lift shall be made by the developer at its own costs and expenses and the said lift is exclusively meant for the uses of the owner's occupiers of the 1st floor 2nd floor, 3rd floor, 4th floor and the service charge for maintenance of lift shall only be paid by the owners/occupiers of the above mentioned floors. The owners/occupiers of the remaining portion of the said building shall have neither any



Chairman  
Kamarhati Municipality

Signature





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the said which is the subject matter of the instant development agreement or related to the chairman, Kamarhati Municipality and they/ had expressed views on all or any of the matter in dispute or difference wherein they/he are/is an interested party and shall not raise any dispute regarding the independence or impartiality of such arbitrator. It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each of such disputes.

- 16.2 The venue of the arbitration proceedings shall always be held at the Kamarhati Municipality building at 1, M.M. Reeder Road, Calcutta- 700 056.
- 16.3 The award of the arbitrator(s) shall be final and conclusive and binding upon the parties and provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder, and for the time being in force shall apply to the arbitration proceeding under this clause.
- 16.4 That the Land owner shall supply to the developer a certified true copy of the approved plan of the proposed construction of the residential-cum-commercial building complex. If situation so demands the developer shall be allowed to change the specifications and all such changes in the specification shall be approved before hand by the persons in authority of the Kamarhati Municipality.
- 16.5 That the developer shall execute the whole and every part of the works in the most substantial and workman like manner and both as regards the materials and otherwise in every

  
Chairman  
Kamarhati Municipality

For Developers Interiors Pvt. Ltd.  
  
Director

## ANNEXURE "A"

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respect in accordance with the specifications so imposed by the land owner municipality as well as in strict accordance with the approved plan.

16.6 that since the time is the essence of the present contract the developer is liable to execute the entire construction work strictly within the time bound schedule of the bar chart on and from the date of delivery of possession of the site ( excepting force majeure ).

### SCHEDULE 'A' REFERRED HERE ABOVE

ALL THAT piece and parcel of land measuring about more or less 15 (fifteen) cottahs 10 (ten) chittacks be the same a little or less lying and situated at mouza - belgharia kamarhati under the jurisdiction of kamarhati municipality within ward no.23, holding no. 315 and appertaining to J.L.No.3, R.S.khatian no.1200, Dag no.34, being premises no.22, Mahesh Mukherjee feeder road, police station - belgharia, district - north 24 parganas, Calcutta sub-registration office belgharia and which is butted and bounded in the following manner :

THE NORTH BY : new Rathtala Govt. colony ;  
THE SOUTH BY : M. M. feeder road ;  
ON THE EAST BY : Nilgung road ;  
ON THE WEST BY : municipal road.


### SCHEDULE 'B' AS REFERRED TO HEREIN ABOVE

#### OWNER'S ALLOCATION AREA ( IN SFT )

in consideration of the premises mentioned hereinabove and in consideration of the owner's permission and/or allowing the developer herein to develop the said premises in the manner and on the terms and conditions hereinbefore and hereinafter agreed and recorded,

  
Chairman  
Kamarhati Municipality

For Novous Interiors Pvt. Ltd.

  
Director

ANNEXURE "A"

the developer herein is entrusted to erect a commercial-cum-residential building known as "JITAN KRISHNA BHAYAN" at premises no.22, Mahesh Mulherjee feeder road, Palgharia, Calcutta - 700 056, being holding no.315, within Ward no.23 of Kamarhati Municipality which is more fully and particularly described in the schedule 'A' hereunder written at the cost and expenses of the developer in accordance with the approved plan of the Kamarhati Municipality and/or on the basis of the plan as to be revised and/or newly approved plan of the Kamarhati Municipality or by such other authority or authorities who are empowered to approve the plan upon the said premises and shall allot in favour of the owner as and by way of owner's allocation as follows :

- a) That the land owner, i.e. the municipal authorities of Kamarhati Municipality shall be entitled to a total floor area of 42.1% of the constructed area of the entire commercial-cum-residential building complex and out of the said 42.1% of the area, the land owner/municipality shall be the owner of the entire ground floor of the building, i.e. 20% of the total constructed area in the building. The landowner/municipality has agreed to allow the developer herein to buy back their remaining 22.1% share in the constructed area on the first floor, second floor, third floor and fourth floor or the proposed commercial-cum-residential building complex at the rate of Rs.1050/- (Rupees one thousand fifty) only per square feet ( covered area ). The land owner/municipality as also the developer agrees not to interfere in the peaceful occupation of others allocated area.
- b) That the developer has paid a total sum of Rs.3,25,000/- to the landowner as per the following table.



Chairman  
Kamarhati Municipality

For Novous Interiors Pvt. Ltd.

Director

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<u>Sl. No.</u>	<u>Cheque No.</u>	<u>Bank Particulars</u>	<u>Date</u>	<u>Amount (Rs.)</u>
1.	077514	ICD Bank	17.12.2000	50,000.00
2.	140032	Allahabad Bank	26.06.2001	1,25,000.00
3.	017479	Allahabad Bank	05.04.2002	1,50,000.00
<u>TOTAL</u>				<u>3,25,000.00</u>

SCHEDULE 'C' ABOVE REFERRED TO( Developer's Allocation )

other than the owner's allocation as mentioned hereinabove, remaining entire constructed area will belong to the developer.

SCHEDULE 'D' AS REFERRED TO HEREINABOVE( Common Area )

1. The common columns, girders, beams supports, main walls, main gate or the premises and the landings to the building and staircase.
2. The foundation, columns, girders, beams, supports, main walls, main gate or the premises and the landings to the building and staircase.
3. The installation for common services such as the drainage system in the premises, water supply arrangements in the premises and electrical connection and other civil amenities of the said premises.
4. underground reservoir and the reservoir on the roof of the top floor of the building, pump room, motor, pipes ducts and all apparatus and installations in the premises for the common use.
5. septic tank, soak pits and the sewerage lines thereto connected.



Chairman  
Mamata Mohanty

For Promoters Interest Pvt. Ltd.

*[Signature]*  
Director

ANNEXURE "A"

6. ultimate roof of the building.
7. All other areas, facilities and amenities in the premises which are intended for common use.
8. Lift for second floor to ultimate floor.

SCHEDULE 'E' AS REFERRED TO HEREIN ABOVE

1. That the purchaser(s) of the commercial-cum-residential complex shall become the member of the society or association as to be framed by the developer and the owner of other undivided share in the said premises full described in the schedule 'A' hereinafter written and of the other flats, shops and offices for the purpose of attending to safeguarding and maintaining all matters of common interest like repairs, white washing, colour washing or painting of the common parts of the building in terms of the agreement.
2. main entrance of the said commercial-cum-residential complex shall be exclusively for the unit holder of that portion only.
3. Staircase of all the floors of the said building and the ultimate staircase of the premises excepting by the commercial users, shoppers and allottees of the bazar.
4. Staircase leading on all the floors of the said building.
5. common passage including the main entrance of the floor leading to the floor and of the building.
6. water pump and water tank, underground reservoir overhead tank and water supply line.
7. Electric service line and electric main line wiring, electric



*ha*  
Chairman  
Kamachali Municipality

For Novous Interiors Pvt. Ltd.  
*skhacharya*  
Director

## ANNEXURE "A"

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meter for pump installation in the building and in the meter rooms and the pump room.

8. common meter room.
9. drainage and sewerage.
10. boundary wall and the main gate.
11. such other common parts, areas, equipments, installations, fixtures, fittings and spares in or about the said building as are necessary for use of the said flat/shop/office/space in common.

### SCHEDULE 'F' AS REFERRED TO HEREINABOVE.

( Common expenses for the intending purchaser of the flat/shop/office ).

1. All costs of maintenance, operating, replacing, white washing painting, reconstructing, decorating, redecorating etc.
2. All charges and deposits for the maintaining of common utilities for the building.
3. Municipal taxes and other outgoings save those as are separately assessed on the respective unit.
4. Costs and charges of establishment for maintenance of the said building.
5. All other expenses and outgoings as are deemed by the developer and the purchaser/s, to be necessary or incidental for the regulating, interest the right of the purchaser/s .
6. All expenses referred to above shall be borne and paid proportionately by the owner(s) of the flats, shops and office and co-purchaser(s) on and from the date of making over possession



Chairman  
Kamrha Municipality

For Novous Interiors Pvt. Ltd.

Director

SCHEDULE 'G' AS REFERRED TO HEREINABOVE

( specification )

structure : R.C.C. framed structure with columns and beams arrangement. foundation - pile cap resting on 400 mm. dia. RCC piles.

brick work : 200/125/75 mm. thick first class brick wall in cement sand mortar (1:6) / (1:4) as directed by Engineer-in-charge.

flooring : cast in situ mosaic finish with 50% grey and 50% white cement in all bed rooms, balcony, drawing-cum-dining room and all common areas with 100 high skirting.

plastering & wall finish : All walls to be plastered with (1:6) cement sand mortar and ceiling with (1:4) cement sand mortar.

: The interior plastered surfaces to be finished by approved quality plaster of paris. The exterior surfaces will be finished by approved quality cement based paint.

All doors frames should be fsal wood work and shutters should be of 35mm. thick, commercial type flush door shutter except the main entrance door, the main entrance door should be 35 mm. thick, wooden shutter of approved quality, each main entrance should have a good quality eye piece and approved quality lock. The doors at toilets should be water proofed type pvc door can be used. shops should have at least one no. m.s.rolling shutter. The entrance at municipal market should have m.s.rolling shutter (perforated type).



Chairman  
Chhatrapati Municipality

For Gopsons Interiors Pvt. Ltd.

*Chhatrapati*  
Director

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coloured ceramic basin of approved quality should be provided at any suitable place.

**Electric:** All the electric connections should be done by casing/ concealed conduits as suitable with sufficient arrangement of earthing. Bed rooms should be provided with at least 3 light points, 1 fan point, 1 no. 5 AMP point, Living/Dining should be provided with at least 3 light point, 2 fan point, 10.5 AMP plug point and 1 no. 15 amp plug point, kitchen should be provided with at least 1 no. light point, 1 exhaust fan point, 1 no. 5 AMP plug point and 1 no. 15 AMP plug point. Toilets should be provided with at least 1 light point, 1 no. exhaust fan point. Balcony should be provided with only 1 light point. Living/Dining room should have 1 point for television and telephone connections.



All roofs should be furnished with roof tiles or lime terracing/any other treatment whichever is suitable.

**Shops :** All the shops will be provided by at least one no. M.S. rolling shutter and IPS flooring. Lime wash to all internal plastered surfaces, a minimum of 4 nos. of electrical points.

The specification may be altered according to mutuality of both the parties.

*[Signature]*  
Chairman  
Kamrhati Municipality

For works Interior P.  
*[Signature]*

ANNEXURE "A"

IN WITNESS WHEREOF the parties put their hands, seals and signatures on the day, month and year first above written.

WITNESSES :

1. Paragsh Chandra Deb Nath  
Tarenpally.  
Matajnah.  
Kolkata - 700113.

*[Signature]*  
Chairman  
Kamarnah Municipality

signature of the owner.

2. Pradip Sengupta.  
1/5 R.N. Tagore Road.  
Dunlop  
Kolkata - 700056.

For Novous Interiors Pvt. Ltd.

*[Signature]*  
Director

signature of the developer.

Drafted by :

*[Signature]*  
**IDENTIFIED BY ME**  
Sanjiv Mani Das  
*[Signature]*  
ADVOCATE



Typ- by:-

Pradip Paul  
K.P. Ghosal Street.  
Belgharia, Kolkata - 700056.

Fi. (S) Signature (S) of the  
Executant attested by me on identification

*[Signature]*  
Swapam Banerjee

SWAPAN BANERJEE  
Notary, Calcutta, India  
Govt. of W.E. Regn. No : 17/1994  
18/1, Karanmoyee Housing  
Estate Calcutta 74 001

8.4.2002

08 APR 2002

08 APR 2007

Dated .....



## Swapan Banerjee

Advocate, High Court, Calcutta

Bar Association

Room No. 2, Calcutta-700 001

and NOTARY, CALCUTTA,

Govt. of West Bengal

The Calcutta City Courts Bar Association

(2nd Floor) Calcutta-700 101

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CALCUTTA-700 091

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