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West Bengal Insurance Co. Ltd. (Insurance)-III  
Kolkata

पश्चिम बंगाल WEST BENGAL  
A.P. No. 100/- X 694384  
Development  
Agreement  
Case No. 2350/16

THIS AGREEMENT made this 14<sup>th</sup> day of December, Two Thousand and Sixteen

BETWEEN

HAPPY KUTIR PRIVATE LIMITED, a company within the meaning of the Companies Act, 2013, having its registered office at 5, Gorky Terrace, 2<sup>nd</sup> Floor, P.O. - Circus Avenue, P.S. - Shakespeare Sarani, Kolkata - 700 017 and Income Tax Permanent Account No. [AABCH8179H], represented

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Certified that the Document is admitted to Registration...  
Additional Registrar  
Kolkata

Additional Registrar of Assurance - II  
Kolkata

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by its Director, Mr. **Naveen Modi**, son of Sri Shiv Ratan Modi, residing at 4A, Bright Street, P.O. - Ballygunge, P.S. -Karaya, Kolkata - 700019 and Income Tax Permanent Account No. [AQIPM7772P], hereinafter referred to as the "**OWNER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and/or assigns) of the **FIRST PART**;

**AND**

**SIDDHIVINAYAK REALCON LIMITED LIABILITY PARTNERSHIP**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its registered office at 4/1, Middleton Street, 4th Floor, Room No. 401, Kolkata 700071, Police Station Shakespeare Sarani, Post Office Park Street having **PAN No:ACWFS1807P**, represented by its Designated Partner Mr. Sanjay Kumar Beriwal son of late Murli Mohan Agarwala ( having **PAN No : ACTPA7997F**) residing at CD-205, Sector - I, Salt Lake City, Kolkata-700064, Police Station Bidhan Nagar Post Office Salt Lake CC Block, hereinafter referred to as "**the DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and/or assigns) of the **SECOND PART**;

**AND**

**SANJAY KUMAR BERIWAL**, son of late Murli Mohan Agarwala (**PAN No : ACTPA7997F**) residing at CD-205, Sector - I, Salt Lake City, Kolkata-700064, Police Station Bidhan Nagar Post Office Salt Lake CC Block, hereinafter referred to as "**the Guarantor**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his successors-in-interest and/or assigns) of the **THIRD PART**;

**WHEREAS :**

- A. The Owner is seized and possessed of and/or otherwise well and sufficiently entitled to as the sole and absolute owner **ALL THAT** the piece and parcel of land measuring 4.014 acres more or less comprised in Dag Nos. 1868, 1871, 1873, 1875, 1876, 1877, 1878, 1879, 1880, 1883, 1884, L.R. Khatian No. - 12054, Mouza- Konnagar, J.L. No. 7, P.S. - Uttarpara, District- Hooghly within Ward No. 1 of Konnagar Municipality, with various structures thereat, fully described in the **FIRST SCHEDULE** hereunder written and



hereinafter referred to as "the **said premises**", absolutely and forever, free from all encumbrances and liabilities whatsoever.

- B. The name of the Owner is duly mutated in the records of B.L. & L.R.O. as the raiyat of the said premises.
- C. Prior to entering into this Agreement, the Owner to the best of its knowledge has held out, represented before and assured the Developer and the Developer has satisfied itself with regard to such representations made by the Owner, on the basis of independent due diligence exercise carried out by it, inter alia, as follows:
- a) That the facts as hereinbefore recited are all true and correct and the Developer can safely rely on the same.
  - b) That the Owner is the sole and absolute owner of the said premises and save and except the Owner, nobody else has any right title interest claim or demand whatsoever in respect of the said premises or any part or portion thereof or any undivided share therein.
  - c) That the said premises is free from all encumbrances mortgages charges liens lis pendens attachments trusts debutters leases occupancy rights thika tenancies alignments acquisitions requisitions and liabilities whatsoever or howsoever.
  - d) That no litigation or suit or proceeding is pending in any court of law in respect of the said premises or any part thereof or any undivided share therein nor has any decree, judgment or any other order / interim order been made or passed affecting the said premises or any part thereof in any manner whatsoever.
  - e) That the said premises or any portion thereof is not affected by any notice or scheme of alignment of any public body or authority.
  - f) That no declaration has been made or published for acquisition or requisition or vesting of the said premises or any portion thereof under the Land Acquisition Act or any other Act for the time being in force and that the said premises or any portion thereof is not affected by any notice of acquisition or requisition or alignment or vesting under any Act or case whatsoever.



- g) That the said premises or any portion thereof is not affected by any attachment including attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demands Recovery Act or any other Act or otherwise whatsoever or howsoever and there is no certificate case or proceeding against the Owner or its predecessors-in-title or interest for realization of arrears of income tax or other taxes or dues or otherwise under the Public Demands Recovery Act or any other Act for the time being in force.
- h) That the Owner has obtained NOC from the Competent Authority under the Urban Land (Ceiling and Regulation) Act 1976 with regard to the said premises.
- i) That the said premises or any part thereof is not affected by or subject to any mortgage including mortgage by deposit of title deeds or anomalous mortgage under the Transfer of Property Act, any charge lien lis pendens or annuity, any right of residence or maintenance under any testamentary disposition settlement or other documents or under any law, any trust resulting or constructive, arising under any benami transaction or otherwise, any debutter wakf or devseva, any attachment including attachment before judgment of any Court or authority, any right of any person under any agreement or otherwise, any burden or obligation other than for payment of municipal/panchayat rates and taxes and other outgoings, any restrictive covenant or any pre-emption agreement or any other encumbrance of any kind whatsoever or any decree or order including any injunction or prohibitory order.
- j) That as on date there is no valid or subsisting agreement for sale, lease, development agreement, joint venture agreement or transfer otherwise of the Owners' rights title or interest in the said premises or any part thereof with any person or persons nor has the Owner otherwise dealt with the same nor created any interest or right of any third party therein.
- k) That the said premises is free from any claim of any labour or employee of the erstwhile owner of the said premises.



- l) That there is no legal bar or impediment in the Owner entering into this Agreement and in conveying the units to be constructed on the said premises in favour of intending purchaser(s).
- m) That the Owner has no difficulty in observing fulfilling and performing its obligations herein contained.
- D. The Owner being desirous of developing the said premises approached the Developer and the Developer has agreed to undertake development of the said premises into a Residential Complex and to incur all costs charges and expenses for undertaking development / construction of the New Building(s) at the said premises for mutual benefit and for the consideration and on the terms and conditions hereinafter contained, which are confirmed by the Developer.

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

1. In this Agreement unless there be something contrary or repugnant to the subject or context the following expressions shall have the meanings assigned to them as hereinbelow mentioned:
- i) **SAID PREMISES** shall mean **All That** the piece and parcel of land measuring 4.014 acres more or less comprised in Dag Nos. 1868, 1871, 1873, 1875, 1876, 1877, 1878, 1879, 1880, 1883, 1884, L.R. Khatian No. - 12054, Mouza- Konnagar, J.L. No. 7, P.S. - Uttarpara, District- Hooghly within Ward No. 1 of Konnagar Municipality, with various structures thereat, fully described in the **FIRST SCHEDULE** hereunder written.
- ii) **ARCHITECT** shall mean Raj Agarwal & Associates or such other Architect who may be from time to time, appointed by the Developer in consultation with the Owner for designing and planning of the New Building or Buildings at the said premises.
- iii) **NEW BUILDING(S)** shall mean and include one or more multi storied building or buildings, and other constructed areas constructed from time to time in



accordance with the plan / plans as shall be sanctioned by the appropriate / concerned authorities and which are to be constructed by the Developer at the said premises.

- iv) **PLAN** shall mean the plans drawings and specifications of the New Building(s) as be caused to be prepared by the Developer from the Architect and sanctioned by the appropriate / concerned authorities and shall include modifications and/or additions and/or alterations thereto as may be necessary and/or required from time to time.
- v) **UNITS / SPACES** shall mean all saleable spaces / constructed areas in the New Building(s), or any other space, capable of being independently and exclusively held used occupied and enjoyed by any person and shall include open terraces, if any attached to any unit/s.
- vi) **PARKING SPACES** shall mean the spaces in the ground floor or any other floor of the New Building(s) and also at the open areas at the ground level in the said premises delineated by the Developer as indicating a right to park motor cars and two wheelers therein or thereat.
- vii) **SPECIFICATIONS** shall mean the general specifications and/or materials to be used for construction erection and completion of the New Building(s) as more fully and particularly described in the **SECOND SCHEDULE** hereunder written.
- viii) **REFUNDABLE SECURITY DEPOSIT** shall mean the amount to be deposited by the Developer with the Owner, interest free, for the purposes as hereinafter stated, to be ultimately refundable in terms of this Agreement.
- ix) **INTENDING PURCHASER** means any person owning or acquiring the right to occupy, own or use any Unit.
- x) **PERSON** means any individual, company, corporation, partnership, limited liability partnership, joint venture, trust, unincorporated organisation, government or governmental authority or agency or any other legal entity.



- xi) **TAXES** means all taxes, assessments, duties, levies and charges, including ad valorem taxes on real property, personal property taxes and business and occupation taxes, imposed by any governmental / statutory authority in connection with the development of said premises.
- xii) **COMMON AREAS AND FACILITIES** shall mean the areas installations and facilities in the New Building(s) and the said premises and expressed or intended by the Developer for common use and enjoyment by the Owner of units in the New Building(s), particularly described in the Fourth Schedule below.
- xiii) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the New Building(s) and the said premises and in particular the Common Areas and Facilities and all other common installations and other common purposes and for rendition of services in common to the purchasers / holders of units therein.
- xiv) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeeping and administering the New Building(s) and the said premises and in particular the Common Areas and Facilities, common installations, rendition of services in common to the purchasers / holders of units in the New Building(s), collection and disbursement of the common expenses and dealing with all matters of common interest of the purchasers / holders of units in the New Building(s).
- xv) **OWNER'S SHARE** shall mean **ALL THAT** the **22 % (twenty two percent)** of the gross revenue realized by the sales of the Units of the New Buildings in the said premises in the manner hereinafter contained. The share has been arrived at on the basis of the broad and basic understanding between the parties hereto to the effect that the Owner shall be entitled to **22 % (twenty two percent)** of saleable area in the New Building(s) to be constructed at the said premises to comprise of various units and constructed spaces and any other saleable rights and constructed spaces thereat.
- xvi) **DEVELOPER'S SHARE** shall mean **ALL THAT** the **78 % (seventy eight percent)** of the gross revenue realized by the sales of the Units of the New Buildings in the

said premises in the manner hereinafter contained. The share has been arrived at on the basis of the broad and basic understanding between the parties hereto to the effect that the Developer shall be entitled to **78 % (seventy eight percent)** of the total saleable area in the New Building(s) to be constructed at the said premises to comprise of various units and constructed spaces and any other saleable rights and constructed spaces thereat.

- xvii) **PROJECT** shall mean the development and construction of the residential real estate project to be constructed by the Developer, in phases at its sole discretion on the said premises.
- xviii) **GROSS REVENUE** shall mean and include all amounts realised by the Developer on any head or account arising out of or relating to the Project whether or not from Intending Purchasers for sale of Units at the said premises with or without car parking spaces and all other realisations from or arising out of or relating to the said premises or in any manner attributable thereto, remaining after deduction of the following items only from such amounts, i.e.
- a) Marketing and advertising cost;
  - b) Brokerage fees;
  - c) Statutory realization including but not limited to service tax;
  - d) Cost of extra work carried out exclusively at the instance of Intending Purchasers of Units at the said premises;
  - e) Cost of furniture fixture or fittings or any electrical gadgets supplied at the cost and exclusively at the instance of Intending Purchasers beyond the specified specification;
  - f) Deposit for electricity, water connection, cost of formation of maintenance agency, deposits, security received from Intending Purchasers of Units and other spaces areas rights or benefits at the said premises or any money received for any other mutually decided specified



purpose not forming part of consideration for sale, transfer of Units or other spaces rights or benefits;

- g) Amounts received from Intending Purchasers of Units on account of or as extras on account of generator, transformer and other installations and facilities, documentation charges and also those received as deposits / advances including against rates and taxes and maintenance charges, sinking fund and club facility charges.
- xix) **SUPER BUILT UP AREA** of a Unit shall mean the Built-Up Area of such Unit and the proportionate undivided share of the common areas attributable to such Unit as determined and ascertained by the Developer in consultation with the Architect.
- xx) **BUILT-UP AREA** in respect of any Unit shall mean the plinth area of such Unit and include, inter alia, the area of the balconies (if any) attached thereto, the thickness of the external and internal walls thereof and the columns therein **PROVIDED THAT** if any walls or column be common between two Units then only one-half of the area under such walls or column shall be included in each such Unit.
- xxi) **REVENUE COLLECTION ACCOUNT or ESCROW ACCOUNT** for the purpose of this Agreement means the account maintained by Developer for the purpose of deposit of all receipts relating to the Project including the Gross Revenue and all other incomes or collections or deposits including items which are excluded from the meaning of the term Gross Revenue and if financial institutions / banks from whom the Developer may have obtained credit facilities, require the Developer to maintain a separate account for the purpose of collection of such amount, then such account shall for the purpose of this Agreement, be treated as the Revenue Collection Account.
- xxii) **INTERPRETATIONS:** In this Agreement (save to the extent that the context otherwise so requires);



- a) Any reference to any act of Parliament or Legislature whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all rules, instruments, orders, plans, regulations, bye laws, permissions or directions any time issued under it.
- b) Reference to any Agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated in writing.
- c) A reference to a statutory provision shall include a reference to any modification or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- d) Any reference to this Agreement or any of the provisions thereof shall include all amendments and modification made to this Agreement in writing from time to time.
- e) The **Schedules** to this Agreement shall have effect and be construed as an integral part of this Agreement.
- f) Words importing **singular** shall include **plural** and vice versa.
- g) Words importing **masculine** gender shall include **feminine** and **neuter** genders and likewise words importing feminine gender shall include masculine and neuter genders **And** similarly words importing neuter gender shall include masculine and feminine genders.

## 2. CONSIDERATION AND REVENUE SHARING

- 2.1. The share of the Developer in the Project shall be 78% (seventy eight percent) and that of the Owner shall be 22% (twenty two percent) ("**Agreed Ratio**") of the Gross Revenue.
- 2.2. In consideration of the terms conditions and covenants herein contained and on the part of Developer to be paid observed and performed for development of the said premises by constructing and/or developing the Project at its own costs and expenses in accordance

with the Building Plan and payment of Owner's Share in the manner herein mentioned and all other terms, conditions and covenants herein contained, the Owner has agreed to put the Developer, subject to and in terms hereof, in irrevocable permissive possession of the said premises as a licensee of the Owner on the terms of this Agreement for development of the said premises.

- 2.3. In consideration of the grant of the development rights by the Owner to the Developer under the terms of this Agreement, the Owner and the Developer agree that out of the Gross Revenue, the Owner shall be entitled to the Owner's Share and the Developer be entitled to the Developer's Share as defined hereinbefore.
- 2.4. The Owner's Share shall be subject to appropriate deduction as agreed herein and in the manner herein contained.

### **3. GRANT OF DEVELOPMENT RIGHT**

- 3.1. The Owner doth hereby permits and grants an irrevocable permissive possession, license and permission to the Developer to enter upon the said premises with right and authority to build upon and commercially exploit said premises by constructing the New Building(s) thereon in accordance with sanctions/permissions herein mentioned.
- 3.2. With effect from the date hereof, the Developer shall be entitled to enter upon as a licensee and to undertake the work of construction on the said premises and the Owner shall allow the right of such entry for the sole purpose of carrying out and completing the development and commercial exploitation of the said premises. However, the legal domain, possession and control of the said premises shall continue to vest with the Owner till the time of transfer of Units to intending Purchaser(s) thereof. Unless mutually agreed anytime hereafter, in as much as the construction on the said premises is concerned, the Developer shall act as licensee of the Owner and shall be entitled to be in irrevocable permissive possession of the said premises as and by way of a licensee of the Owner as understood under Section 52 of the Indian Easements Act, 1882, to carry out the construction of the New Building(s), save and except that the Developer shall not be entitled to create any possessory right over the said premises which could be construed as transfer of the property within the meaning of any law. The Developer shall

also not be entitled to use the said premises for any purposes other than the purpose of construction and sale of the constructed area in terms of this Agreement.

- 3.3. The Developer undertakes to develop and shall commence, execute and complete the development of the said premises in compliance with the terms, covenants and conditions herein contained set forth in this Agreement.
- 3.4. Unless prevented by reasons for which performance is excused as contained in this Agreement and none else, the Developer will be obliged to complete construction of the New Building(s) on the said premises and obtain Completion Certificate from the appropriate authority within 60 months of sanction of building plan, with a further grace period of 6 (six) months, subject to further extension as may be mutually agreed.
- 3.5. For convenient and efficient planning of the Project, the Developer is entitled to amalgamate the said premises with any other adjoining plots or premises without any objection or hindrance or claim by the Owner.

#### 4. SECURITY DEPOSIT

- 4.1 The Developer agrees to pay a sum of Rs. 4,00,00,000/- (Rupees Four Crores only), (hereinafter referred to as the "Deposit Amount") as interest free security deposit to the Owner. The Developer has at and prior to execution of this Development Agreement deposited with the Owner a sum of Rs. 3,00,00,000/- (Rupees Three Crores Lakhs Only), (the receipt whereof the Owner do hereby as also by the receipt and memo hereunder written admit and acknowledge) and the balance sum of Rs. 1,00,00,000/- (Rupees One Crore only) shall be paid by the Developer to the Owner simultaneously upon the Owner's renewing/ modifying and re-sanctioning the Building Plan within 4 months from the date of signing of this Agreement if the Owner fails to sanction the building plan then in that event the developer shall get the same sanctioned at the cost of the owner. The Developer shall construct and complete the said project in two phases. The Owner shall from the sale proceeds received the entire 50% of his 22% allocation of such consideration exclusively. Thereafter, from the balance 50% of his 22% allocation receivable by the Owner, 35% out of the said balance 50% shall be paid to the Developer towards refund of its refundable Security Deposit. This arrangement shall continue in the 2<sup>nd</sup> phase also, till such time the entire refundable security deposit to repay to the

developer if thereafter is still refundable then the same is required to be paid by the Owner on or before taking possession of his allocation..

**5. TITLE DEEDS OF SAID PREMISES**

- 5.1. Simultaneously with the execution of this Agreement, the Owner has handed over the originals of the Title Deeds to the Developer, on the understanding that the same would be handed over to Mr. Debanjan Mandal, Partner, Fox & Mandal, Advocates & Solicitors, having its office at 12, Old Post Office Street, Kolkata - 700 001, until the Developer decides to obtain a loan from any bank and/or financial institution and/or any Person (including any private financier), and intends to create a security of the Developer's Share in the Project by deposit of title deeds of the said premises, upon which Mr. Debanjan Mandal shall hand over the original of the Title Deeds so received to the Developer who shall in turn deposit the same with such bank and/or financial institution and/or Person (including any private financier) as the case may be, PROVIDED HOWEVER that while any of the said documents remain in the custody of Mr. Debanjan Mandal, he shall allow inspection of the originals thereof as and when required by the Developer PROVIDED HOWEVER that the Developer shall not be entitled to create any charge or liability or security interest upon the Owner's Share in the Project.

**6. BUILDING PERMIT, LICENSES AND PERMISSIONS**

- 6.1. The Developer shall submit the modified building plan and/or new building plan to the Owner for sanctioning within one month of the signing of this Development Agreement. The Owner shall use best efforts to sanction the modified building plan and/or new building plan within 4 (four) months of the receipt of the same from the Developer, unless such time is extended mutually by the parties. The fees (The Demand Notice raised by the Konnagar Municipality) to be paid or deposited in relation to the new sanction shall be borne/paid by the Developer only and all other expenses shall be borne by the Owner.
- 6.2. Any revisions to the modified sanction plan, from the appropriate authorities shall be prepared and submitted by the Developer and all costs expenses including Architect's fees and other charges and expenses required to be paid or deposited in connection with such revisions shall be borne by the Developer.



- 6.3. The Owner hereby authorises and empowers the Developer to apply for and obtain temporary and/or permanent connections for water, electricity, drainage, sewerage, power and other inputs utilities and facilities from all State and Central Government authorities and statutory or other body or bodies required for construction use and enjoyment of the New Building(s) at the cost of the Developer and for that purpose or otherwise to close down and have disconnected the existing connections.
- 6.4. The Developer shall have all necessary authorities and powers for undertaking and carrying out works for and incidental to the construction and completion of the New Building(s) and obtaining inputs, utilities and facilities therein and the Owner agrees to execute such papers and documents and do such other acts deeds and things as be reasonably required by the Developer therefor.
- 6.5. The Developer shall be solely responsible to look after, supervise manage and administer the progress and day to day work of construction of the proposed New Building(s) and shall be liable for all risk cost and consequences thereof from the date of getting possession and execution of this agreement and all other previous liabilities shall be solely responsible and payable by the Owner.

## 7. DEVELOPMENT AND CONSTRUCTION

- 7.1. Once sanction is obtained, the Developer will commence construction expeditiously and not later than 3 (three) months from the date of the sanctioned plan and construct, erect and complete at its own cost, the proposed buildings on the said premises in accordance with the plan to be sanctioned by the appropriate / concerned authorities, as may be modified from time to time, and/or other appropriate authorities concerned.
- 7.2. The Developer shall construct the New Building(s) in good substantial and workman like manner and use good quality of materials. The general specifications and/or materials to be used for construction erection and completion of the New Building(s) are more fully and particularly described in the Second Schedule hereunder written.
- 7.3. All constructions as may be made at the said premises shall be at the sole risk and responsibility of the Developer and all building materials, plants and machineries, which may be brought or kept at the said premises, shall remain at the sole risk and



responsibility of the Developer. The Developer shall indemnify the Owner against all liabilities losses claims or proceedings whatsoever arising under common law or under any statute in respect of injury or the death of any person or violation of any law, rule, bye-law and/or regulation or arising out of or in course of or caused by the execution of the work envisaged hereunder.

- 7.4. The Developer from the date of taking permissive possession of the said premises thus hereby agrees to keep the Owner saved harmless and indemnified against all actions, losses, damages, accidents, mishaps, liabilities, fines, penalties, compensations, costs, charges and expenses, for any such acts, omissions, non-compliances, lapses or violations of any law, bye-law, rules and regulations concerning the development of the said premises and any accident or mishap arising out of faulty design, construction or workmanship and arising as a result of the acts and omissions of the Developer and that in carrying out all of the obligations of the Developer as aforesaid, the Owner will, without any claim or demand, sign and execute all necessary papers and applications as may be required by the Developer and render active cooperation and assistance in getting and keeping valid all such consents and the Owner agrees not to do or cause to be done any act or thing which will render invalid or make liable to be rendered invalid any such consents.
- 7.5. The Developer shall abide by all laws, bye-laws rules and regulations of the appropriate Government and local bodies and shall attend to answers and be responsible for any deviation violation and/or breach of any of the said laws bye-laws rules and regulations. The Developer hereby agrees to keep the Owner saved harmless and indemnified against all punitive actions, losses, damages, fines, penalties, costs charges and expenses, resulting due to omission, non compliance, lapses or violations of any law, bye-law, rules and regulations concerning the development of the said premises and arising as a result of the acts and omissions of the Developer.
- 7.6. All persons employed by the Developer in connection with the development shall be the Developer's employees or independent contractors, and shall not be the employees or agents of the Owner. The Developer shall be solely responsible for the salaries of its employees and any employee benefits, including, without limitation, wages and worker's compensation benefits. The Developer shall fully comply with all applicable laws and regulations having to do with worker's compensation, hours of labour, wages, working



conditions, and other employer -employee related subjects. The Developer hereby agrees to indemnify, defend and hold harmless the Owner for, from and against any cost, loss, damage or expense (including, but not limited to, reasonable attorneys' fees and all court costs and other expenses of litigation, whether or not taxable under local law) arising out of the Developer's policies, procedures, acts or omissions relating to employment matters.

- 7.7. The Developer shall be entitled to construct the building/s in accordance with the sanctioned plan thereof without any hindrance or obstruction from the Owner or any person claiming through or under trust for it.
- 7.8. The Developer shall at its own cost be entitled to make any variation and/or modifications in the said plan and/or specifications and/or construction of the building(s) as may be permitted to be done from time to time by the appropriate / concerned authority or other appropriate authorities or under any statute or under the advice of any Architect without foisting any liability upon the Owner.
- 7.9. Any expenses previously incurred or caused to have incurred for development of the said premises by the Owner or its nominees shall be borne by the Owner or its nominees, as the case may be. All expenses and liabilities on account of development of the said premises after execution of this Agreement, shall be borne by the Developer.

## **8. DEVELOPER'S OTHER RIGHTS**

- 8.1. In the manner set out below, the Developer shall market and sell Unit(s)/space(s)/area(s) to Intending Purchasers, as decided mutually by the Developer and the Owner from time to time.
- 8.2. The Developer shall be entitled to accept bookings upto 10% of his allocations as a pre-launch offer or soft booking at such discounted rates as may be fixed by the Developer and the Developer shall keep the entire consideration in respect of such booking with him. If the Owner intends to participate in such pre-launched offer or soft booking then the gross revenue realized by the Developer from such booking (under OWNER'S ALLOCATION) shall be shared exclusively by the Owner. It is needless to say that irrespective of pre-launch offer or soft booking and allocation of consideration in terms



hereof, the Parties shall ensure revenue sharing in respect of the entire Project in terms of clause 2.1 hereof.

- 8.3. In order to ensure effective implementation of the Project, the Owner shall, at the request of the Developers, execute one or more General Powers of Attorney or Specific Powers of Attorney, as may be required without in any manner being liable for any acts to be done by the Developer on the basis thereof.
- 8.4. The Developer shall be entitled to enter into agreements with Intending Purchasers for sale of Units and/or spaces in the Project.
- 8.5. The Developer shall have the exclusive right to construct the building(s) at the said premises at its cost in accordance with the sanctioned plan thereof as modified from time to time without any hindrance or obstruction from the Owner or any person claiming through or under trust for them. The type of construction, specification of materials to be used and the detailed design of the building shall be as described in the Second Schedule hereunder written.
- 8.6. The Developer shall be entitled to raise construction/Project finance upto a sum of Rs. 25,00,00,000/- (Rupees Twenty Five Crores only) in its name for carrying out the development of the said premises and in order to secure such construction finance, the Owner hereby allows the Developer to create a mortgage of upto 78% undivided right title and interest of the Owner in the said premises in favour of such banks / financial institutions, without creating any financial or other liability on the Owner (or without the Owner in any manner as co-obligor or guarantor, being in any manner liable for the same). It is expressly agreed and understood that in no event the Owner shall be responsible and/or be made liable for repayment of dues of such banks / financial institutions. Construction finance obtained from banks / financial institutions shall be used by the Developer only for construction of the New Buildings. For the purpose of creating mortgage of the said premises in favour of such banks / financial institutions, the Developer shall be entitled to deposit the original title deeds of the said premises and for that purpose, the Developer for itself and on behalf of the Owner be entitled to execute appropriate financing documents with such banks / financial institutions. The Owner shall also sign all documents as per standard form used by such banks / financial institutions if required by such banks / financial institutions for the purpose of



confirming such security creation of the Developer's rights in the Project in favour of such banks / financial institutions, without assuming any liability and upon such clause being clearly mentioned in such document. The owner shall assist the developer in every manner to enable him to avail construction finance for the project including execution of any further documents as may be required by the bank/financial institutions.

- 8.7. The Developer agrees to keep the Owner saved harmless and indemnified against all actions, losses, damages, liabilities, fines, penalties, compensation, costs, charges and expenses, arising out of breach of any terms of the financing documents or this Agreement and Mr. Sanjay Kumar Beriwal, a Director of the Developer, shall for the satisfaction of the Owner, hereby gives a personal guarantee to the Owner to indemnify the Owner for any losses it may suffer or be put to or claimed or demanded on account of breach of any terms and conditions of the financing documents or this Agreement.
- 8.8. It is also agreed that Intending Purchasers shall be entitled to mortgage and/or create charge over or in respect of respective Units intended to be purchased for obtaining loans for purchase of the same.

## **9. RIGHT OF FURTHER CONSTRUCTION**

- 9.1. The Developer shall be entitled to raise further constructions on the said premises that may be allowed by the concerned /appropriate sanctioning authority or other authorities at any time in future and the decision of the Developer in this behalf shall be final, conclusive and binding upon the Owner. The Owner hereby consents to the same subject to approval by the concerned /appropriate authority, or other authorities and agrees to give to the Developer formal consents for all such further constructions, if and as and when required by the Developer and do all such acts deeds and things as may be required to be done, without any delay and shall not be entitled to raise any objection thereto either on the ground of disturbance or annoyance or any other ground whatsoever. Time for completion of such further construction will be mutually agreed between the parties.
- 9.2. For the purpose of further construction, the Developer shall be entitled from time to time to remove, shift and substitute (subject to the obligation of the Developer to re-install the



same at the new terrace being constructed) the water tank, lift machineries, lift room, television antenna from the roof, terrace and parapet wall.

- 9.3. The Developer shall always and from time to time, when required by reason of further construction or constructions subject to approval of the concerned /appropriate or other authorities, be entitled to connect the electricity, water, sanitary, drainage, fittings and lift to the additional structures and storeys with the connections and/or sources that may be existing in the constructed buildings of the residential complex and/or portions and the additional structures shall be entitled to all benefits, advantages, easements and facilities as the other parts of the said buildings for the time being shall have. All costs, expenses and fees for obtaining approval of sanction from the concerned /appropriate or other authorities shall be borne by the Owner and the Developer in a ratio of 22:78.
- 9.4. Revenue to be generated from sale of such further constructions or structures shall be shared by the Developer and the Owner in the ratio of 78:22.
- 9.5. If the Developer shall get permission for extra construction then the construction period for completion of the entire project shall be extended as mutually agreed.

#### 10. PROCEDURE OF SALE AND ALLOCATION

- 10.1. The Owner and Developer shall mutually decide the common selling strategy and price for the sale of all the Units/Spaces including common parts, areas, car/scooter parking spaces, terrace and roof whatsoever of the Project to the Intending Purchasers. In case of disagreement between the parties, then the constructed area shall be allotted to the Developer and Owner in the ratio of 78 : 22 and the parties shall have the right to sell their respective allocations on such terms and conditions as they deem fit and proper.
- 10.2. The Developer shall be entitled to enter into suitable agreements for appointment of marketing agent for marketing and sale of the Units in the said Project. The Owner however shall not be required to incur costs and expenses on account of marketing and advertisement including advertisement in newspaper / television / print media / website or through banners etc. and brokerage fees and such total costs shall not exceed 5% of total sales revenue. The Developer shall raise a bill on the Owner (which shall contain a copy of the bill raised by the broker) of 22% of the total cost incurred (which



shall include brokerage fees not exceeding 5% of the total sales revenue) and the Owner shall pay such amount within a fortnight of receipt of bill from the Developer. Upon payment of the bill of the broker within 15 days from the receipt of the Owner's share of the payment, the Developer shall send to the Owner proof of payment made to the broker within a period of 15 days from the date of receipt of such payment from the Owner. Delay in payment by the Owner to the Developer shall attract interest @ 12% per annum.

10.3. The Developer shall open and establish with a bank approved by the Owner, a Revenue Collection Account. All incomes or collections or deposits on account of the Project (including items which are excluded from the meaning of the term Gross Revenue) shall always be accounted for and deposited by the Developer in Revenue Collection Account/ Escrow Account and distributed on the strength of irrevocable standing instruction of the Developer to the bank in the ratio of 78:22 between the Developer and the Owner respectively.

10.4. The priority of payment from the Revenue Collection Account shall be as follows :

- (i) Sums collected on account of service tax or any other taxes, charges, duties, levies or cess shall first be paid and/or transferred to the respective authorities and upon such payments being made, a copy of the statement of such payments being made to the bank shall be sent to the Owner for their records. A separate account for collection of service tax shall be maintained in the same bank in the name of Developer, for making necessary disbursements;
- (ii) Subject to clause 4.1 as mentioned above, 22% of the balance amount after deduction as above shall be transferred by the Bank under irrevocable standing instructions of the Developer to the nominated Bank Account of the Owner;
- (iii) the balance shall be transferred to the nominated Bank Account of the Developer.

10.5. Such payments shall be paid / transferred from the Revenue Collection Account to the respective payees within 15(fifteen) days of the end of every month. The Owner and the Developer shall provide details of their respective nominated accounts with an intimation to the other side.



- 10.6. Upon moneys being due to Intending Purchasers arising out of cancellation of booking(s) for all amounts payable to such Intending Purchasers shall be paid by the Owner and the Developer in the same ratio as they have received the amounts paid by the Intending Purchasers. The Developer shall accordingly send to the Owner on a monthly basis, statement of such cancellations in the preceding month alongwith such Intending Purchasers and payable to such Intending Purchasers upon cancellation, for the Owner making payment of its share of amounts to be payable, to the Developer, which will be repaid to the Intending Purchasers by the Developer, simultaneously with the Developer also making payment of its share of such amount. It shall be the responsibility of the Developer to obtain from the Intending Purchasers receipts in from of the Owner and good and effectual discharges signed by such Intending Purchasers of both the Developer and the Owner as well as in respect of the Units which were proposed to be purchased by the Intending Purchasers, all of which the Developer shall by the 15<sup>th</sup> day of the following month send to the Owner.
- 10.7. With respect to exclusion from Gross Revenue on account of item Nos. (a), (b), (d), (e), (f) and (g) of Clause 1(xviii) above, the Developer shall within 30(Thirty) days of the end of every month send a monthly statement of the same to the Owner with all particulars and supporting documents. The Owner shall make reimbursement of the amount claimed in such statement (viz. items of deduction from Gross Revenue which have been paid by the bank with which the Revenue Collection Account is being maintained, to the Owner) within 30(thirty) days from the date of receipt of the same after verifying the claims. If any clarification or any document is sought for by the Owner, then the time taken by the Developer to provide such clarification or document and satisfy the queries raised by the Owner shall be deducted for calculating the period of payment to be made by the Owner in favour of the Developer.
- 10.8. The Developer during the subsistence of this Agreement, maintain books of accounts in accordance with standard accounting practices and statutory requirements recording all receipts from all sources derived or on account of the Project, income, expenditure, payments and assets and liabilities, in accordance with this Agreement and the Applicable Laws and shall allow the Owner inspection of the relevant books of accounts pertaining to the reimbursements made by the Owner, cancellation of bookings and/ or payments of the statutory liabilities and/ or brokerage fees by the Owner and allow the Owner to take copies thereof, if required.

- 10.9. The Developer shall establish and maintain a monthly reporting system to provide storage and ready retrieval of data related to the construction of the Project, including all such information which is necessary to verify the amount of revenue and to confirm that the Developer is in compliance with its obligations under this Agreement.
- 10.10. After final completion and sale of all areas of the building or buildings and the said premises, the parties shall carry out final reconciliation of accounts of the said Revenue Collection Account and pay or receive suitable adjustment amounts to or from each other.
- 10.11. In order to enable the Developer to expeditiously complete development of the said premises in a smooth and orderly manner, the Owner agrees not to interfere in development construction marketing sale or otherwise of the said premises and/or or parts thereof, save and except as specified herein.
- 10.12. After Intending Purchasers are identified, the Developer for self and as the Constituted Attorney of the Owner shall enter into agreements (each agreement will be in triplicate, one of which shall be forwarded to the Owner) to sell units / constructed spaces / flats together with undivided proportionate share or interest of land in the said premises in proportion to the super built up area to be purchased by such Intending Purchaser and comprised in the building. All amounts payable under the said agreements for sale, except those specifically excluded under Clause 1(xviii) of the agreement, shall be deposited by the Developer in the Revenue Collection Account. It will be clearly mentioned that if any cancellation will be happen then the Owner shall be liable to refund the money receivable by him under 22% of his allocation within 15(fifteen) days from the date of intimation of cancellation by the Developer to the Owner in all such agreements that the Owner shall be liable in any way to the Intending Purchaser by entering into such agreement, or receiving moneys by the Developer or the obligations of any of the parties towards such Intending Purchasers.
- 10.13. The Owner has represented that it has a good and marketable title to the said premises. The Developer has however satisfied itself with regard to the title of the Owner to the said premises, based on the papers and documents produced by the Owner; however the Owner shall always be obliged to produce all necessary permissions certificates, clearances and/or approvals and answer satisfy and comply with all queries and



requisitions of title as may be required from time to time by the Developer and/or the purchasers of units and other constructed areas in the New Building and/or the Developer's Allocation and/or banks and financial institutions and Banks for Project Loans.

10.14. The Owner doth hereby agree and covenant with the Developer as follows:

- i) To allow the right of entry to the Developer for the sole purpose of carrying out and completing the development of the said premises within the period herein mentioned as and maybe extended as per mutual consent..
- ii) To render all assistance and cooperation to the Developer in construction of the proposed Buildings, if so required and found necessary.
- iii) Not to cause any interference or hindrance or obstruction in the construction of the proposed Buildings on the premises by the Developer and/or its agents.
- iv) Not to do any act deed or thing whereby the Developer be prevented from selling transferring dealing with or disposing of the constructed spaces or any part thereof.
- v) Not to let out, grant lease, mortgage, charge or otherwise encumber or part with possession of the said premises or any part thereof.
- vi) The Owner will give a registered Power of Attorney in favour of the nominees of the Developer for getting all approvals, to execute and register all Agreements for Sale and Deeds of Conveyance of all the respective purchasers.
- vii) The Owner shall not be entitled to modify or alter the said Power without the prior written consent of the Developer.
- viii) On and from the execution of this agreement the Owner shall make over irrevocable permissive possession of the project property to the Developer.

**11. MAINTENANCE MANAGEMENT AND OUTGOINGS**

- 11.1 The Developer shall frame all rules and regulations regarding the usage and rendition of common services and also the common restrictions which should be normally kept in the sale and transfer of residential and commercial units.
- 11.2 Common areas installations and facilities shall be managed by the maintenance organisation so expressed for such purpose for common use and enjoyment of the co-owners and such common areas installations and facilities shall be transferred to such maintenance organisation upon the same being found, as decided by the Developer.
- 11.3 For a period not exceeding 1 year from obtaining full completion certification from the Konnagar Municipality in respect of the whole Project, the Developer shall make arrangements through a facility management company or otherwise for management and administration of the maintenance of all common parts, amenities and facilities and other affairs of the Project and to receive and realise contributions from all end users and/or occupiers of different units in the Project which may be payable as common expenses or for maintenance, service charges, rates and taxes and also to disburse the same. The Owner will render full cooperation and will do all acts deeds and things as may be required in this regard. If such organisation has not been formed within the said period of 1 (one) year, then the maintenance of the Project shall be handed over to the maintenance organisation as soon as it is formed.
- 11.4 The purchasers of the Units in the Project shall become members of the maintenance organisation to be formed by the Developer as and when called upon by the Developer to do so and in this connection, to sign and execute all deeds documents and applications for the same. After formation of the maintenance organisation, the Developer shall have no responsibility for the Project or the Common Purposes and shall stand discharged from all risks and responsibilities towards the Project whereupon, the maintenance organisation shall be responsible for the Project, its maintenance, upkeep and all Common Purposes.

**12. OBLIGATIONS OF THE OWNER**



12.1 The obligation of the Developer to develop the said premises is conditional upon fulfillment of all of the following obligations of the Owner to the satisfaction of the Developer within a period of 60(sixty) days from the date of this Development Agreement or such extended period as the Developer may agree. The Owner shall exercise all rights and powers available to it and use its best efforts to ensure that the Owner's obligations are so fulfilled.

12.2 The obligations of the Owner shall be as follows: -

(i) The land of the said premises shall be cleared by the Owner.

(ii) The land should be demarcated with boundary walls on all sides.

(iii) The pathway shall be demarcated by a separate wall at the cost of the Owner.

### 13. UNSOLD UNITS

13.1 Upon any demarcation of the unsold units/ saleable spaces, the parties shall be entitled to deal with the same in any manner as the parties desire but subject to the adjustment of balance amount of the refundable security deposit to the Developer.

### 14. FORCE MAJEURE

14.1 The obligations of the parties is subject only to the following force majeure conditions (and nothing else):

If at any time during the continuation of the contract, the performance in whole or in part of any obligation of either party under the contract shall be prevented or delayed only by reason of any war, floods, earthquake, fire, air raid or any other act of God or restriction of any authority or Government or statutory body or Court (hereinafter referred to as "Events"), neither party shall by reason of such event, be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and the performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist.

## 15. DEVELOPER'S OBLIGATIONS

- 15.1 This Agreement is completely personal to the Developer and except as specifically provided for in this Agreement, in no event the Developer shall be entitled to transfer and/or assign its right title interest and/or the benefits of this Agreement to any other person and/or person without the consent of Owner, in writing prior had and obtained.
- 15.2 The Developer shall take full responsibility for the adequacy, stability and safety of all site operations, of all methods of construction and of all the works. The Developer shall make all arrangements for security, fire fighting and fire safety and all necessary civic facilities and amenities as may be required for preservation and protection of the said premises at its own cost and as per the rules and regulations pertaining to the same.
- 15.3 The Developer shall not comply with all labour legislations and shall not employ any minor for the purpose of construction work at the said premises.
- 15.4 The Confirming Parties have agreed to join this Agreement to confirm the terms and conditions hereof and to be jointly and severally responsible with the Developer for due performance of the terms conditions and covenants on the part of the Developer to be paid observed and performed.

## 16. INDEMNITY

- 16.1 Each party ("Indemnifying Party") shall indemnify and agrees to defend and to keep the other indemnified including its heirs, successors, officers, directors, partners, agents and employees and save harmless against all costs, expenses (including attorneys' fees), charges, loss, damages, claims, demands or actions of whatsoever nature by reason of:
- i. the non-performance and non-observance of any of the terms and conditions of the Agreement by the Indemnifying Party;
  - ii. acts of negligence or intentional misconduct by the Indemnifying Party;
  - iii. breach of the provisions of this Agreement by the Indemnifying Party;



- iv. any representation and warranty by the Indemnifying Party found to be misleading or untrue;
- v. failure by the Indemnifying Party to fulfil its obligations under any applicable law; and
- vi. any obligation, loss or liability of the Indemnifying Party or any affiliate of the Indemnifying Party whether disclosed or not-disclosed.

#### **17. EFFECTIVE DATE AND TERM**

This Agreement shall take effect on the date of signing of this Agreement (Effective Date) and shall remain in force till Completion. Neither party shall, except as provided in clause 19 hererof, have the right to terminate the Agreement.

#### **18. PURPOSE**

- 18.1. This Agreement is to set forth the terms and conditions with respect to and pertaining to the grant of development rights by the Owner with respect to the said premises in favour of the Developer, the nature of the Project to be developed by the Developer and the rights and obligations of the parties towards the implementation of the Project.
- 18.2. The parties shall extend all cooperation to each other and do all such acts and deeds that may be required to give effect to and accomplish the provisions and purposes of this Agreement. The Owner shall provide all assistance to the Developer that may be required by the Developer from time to time for the purpose of carrying out the transactions contemplated hereby.
- 18.3. If, for any reason whatsoever, any term contained in this Agreement cannot be performed or fulfilled, then save and except any other rights the parties respectively may have against the other under this Agreement or in law, the parties shall meet, explore and agree to any alternative solutions depending upon the changed circumstances, but keeping in view the spirit and objectives of this Agreement.

#### **19. DEFAULTS**

- 19.1. If at any time hereafter it shall appear that any of the parties hereto have failed and/or neglected to carry out its obligations under this Agreement or to extend full cooperation agreed to be extended hereunder, then the party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all losses and damages suffered by it from the defaulting party without prejudice to its other rights hereunder.
- 19.2. In the event there is any material breach of any of the obligations on the part of the Developer contained in this Agreement (except clause 3.4), or the Developer is declared insolvent, the Owner shall serve a notice to the Developer specifying the defaults on the part of the Developer and the remedial measures required to be taken by the Developer within a period of 30 (thirty) days thereof. After expiry of such period, if such default has not been cured, unless such period is extended by the Owner, the Owner may terminate this Agreement by giving a termination notice to the Developer, whereupon this Agreement shall terminate on the date specified for termination in the termination notice or such later date as the parties shall have agreed.
- 19.3. Unless prevented by occurrence of any Force Majeure Event, if the Developer fails to complete the development within the grace period as provided in clause 3.4 of this Agreement, the Developer shall be liable to pay a sum of Rs. 50,000/- to the Owner for delay of each month or part thereof, without prejudice to any other rights of the Owner in law or equity or hereunder. This time period may be extended if mutually agreed.

## 20. ACQUISITION & REQUISITION

- 20.1. In case of acquisition or requisition of the said premises or any part thereof prior to the commencement of construction of the building, this Agreement will be terminated at the option of the Developer and the Owner shall refund all amounts deposited by the Developer till then with interest @ 12% and any other expenses borne by the Developer regarding this said premises.
- 20.2. In the case of acquisition or requisition of the said premises or any part thereof after the commencement of construction of the building and prior to completion of construction of the building then, the Owner shall be entitled to receive all compensation on account of the land and the Developer shall be entitled to receive the compensation on account of



the construction made on the said premises. Further the Owner shall refund all amounts paid / deposited by the Developer to the Owner with interest @ 12%.

## 21. DEVELOPER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

21.1 The Developer represents and warrants to and covenants with the Owner:

- (i) That it has the necessary experience, capability, technical expertise and infrastructure to carry out the development of the said premises as envisaged herein in a manner that is expected of a developer of repute undertaking such like projects;
- (ii) That it shall complete the development of the said premises in accordance with the sanction plans as modified from time to time and other parameters in this regard and in compliance with all applicable laws;
- (iii) The Developer shall at all times perform the duties and undertake the responsibilities set forth in this Agreement in accordance with industry standards applicable to other residential and commercial developers of repute in India offering similar quality and services products and using reasonable, expeditious, economical and diligent efforts at all times in the performance of its obligations;
- (iv) That the Developer will take project loan from any bank or financial institutions etc. to undertake and complete the development of the said premises as per the terms of this Agreement;
- (v) That it has and shall continue to comply with terms and conditions of all the consents and all other irrevocable licenses, permits, approvals obtained or may be obtained in the name of the Owner for the development of the said premises;
- (vi) That the Developer shall make timely payments of all taxes, cesses, duties, levies and charges and all applicable statutory dues as per applicable law payable by the Developer for the development of the said premises as per the terms and conditions of this Agreement after signing of this Joint Venture Development Agreement. All taxes, dues before this needs to be cleared by the Owner.



- (vii) That the Developer has full power and authority to execute, deliver and perform its obligations under this Agreement;
- (viii) That the Developer shall indemnify the Owner and the Owner shall keep the Developer indemnified, from and against any and all actions charges liens claims it may suffer on account of violation of any terms and conditions of the financing documents.
- (ix) That the Developer will do the development in accordance with the sanctioned plan and observed all rules and regulations as applicable.
- (x) That the Developer and the Confirming Parties to this Agreement shall not make any change in the shareholding of the Developer till the completion of the Project without obtaining prior written consent of the Owner.

## 22. OWNER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

### 22.1. The Owner represents and warrants to and covenants with the Developer :

- (i) That the Owner is the sole and absolute owner of the said premises and is seized and possessed thereof and/or otherwise well sufficiently entitled to and have a marketable title to the said premises free from all encumbrances, liens, attachments, mortgages, charges and lis pendens.
- (ii) That the Owner has not done any act deed or thing which might affect their right to grant the Developer the exclusive right to develop the said Premises and sell the units constructed and that they have not entered into any Agreement, written or oral, with any person other than the Developer herein concerning the said premises.
- (iii) That the said premises are free from all encumbrances charges liens lispendens acquisitions requisitions attachment and trusts of whatsoever or howsoever nature and that the said premises are in the exclusive possession of the Owner herein and the Owner hereby undertake to indemnify and keep the Developer

indemnified, from and against any and all actions charges liens claims encumbrances mortgages or any third part possessory rights in the said premises or any part thereof.

- (iv) That there is no suit or proceedings pending against them or touching the said premises and the Owner hereby undertake to indemnify and keep the Developer indemnified against all and any losses damages costs charges and expenses as a result of any breach of this undertaking.
- (v) That the Owner shall execute all deeds, documents and instruments as may be necessary and/or required from time to time for carrying out the development and to execute the Agreements for Sale and/or Deeds of Conveyance of the said premises in terms hereof for the purpose of obtaining all consents, to sign and execute all deeds, documents and instruments as may be necessary and/or required to enable the Developer to undertake construction of the residential complex comprising the Project.

## 23. NOTICE

- 23.1 All notices to be served hereunder by any of the parties on the other shall, without prejudice to any mode of service available to them be, deemed to have been served on the 7<sup>th</sup> working day of the date of dispatch of such notice by registered post at the address of the other party mentioned hereinabove or hereinafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

## 24. ARBITRATION

- 24.1 All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents and/or the said premises or determination of any liability either during subsistence of this Agreement or after expiry thereof shall be referred to the arbitration of a sole arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as "the Arbitrator") and the same shall be deemed to

be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment for the time being thereto in force. The Arbitrators will have summary powers and will be entitled to set up their own procedure and the Arbitrators shall have power to give interim awards and/or directions. The place of arbitration shall be at Kolkata and the language will be English.

## 25. JURISDICTION

The Hon'ble High Court at Calcutta in its Ordinary Original Civil Jurisdiction alone shall have exclusive jurisdiction to entertain try and determine all actions and suits (including the arbitration proceedings) arising out of these presents between the parties hereto.

## 26. MISCELLANEOUS

- 26.1. Each of the parties shall co-operate with the other to effectuate and implement this Agreement and shall execute and/or register such further documents and papers as be required by the other party for giving full effect to the terms hereunder agreed.
- 26.2. The Owner and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be or be construed as partnership between the Developer and the Owner nor shall be deemed to constitute an association of persons.
- 26.3. The Owner hereby further agree and covenant with the Developer not to let out, grant, lease, mortgage, charge or otherwise encumber the said premises or any part thereof as from the date hereof, except in accordance with this Agreement.
- 26.4. All agreements, Deeds of Conveyance and other document of transfer to be executed in respect of the Units in the Project pursuant to this Agreement, Power of Attorney and Deeds of Conveyance shall be in such form as be drawn by the Fox & Mandal, Advocates and Solicitors and the same shall be executed by both the parties hereto.
- 26.5. Nothing in these presents including the grant of permissive possession shall be construed as a demise or assignment or conveyance in law by the Owner to the Developer or creation of any right, title or interest in respect thereof in favour of the Developer other than an exclusive license to the Developer to commercially exploit the same premises hereof. The parties have entered into this Agreement purely as a contract





and nothing contained herein shall be or be construed as a partnership between the Owner and the Developer in any manner nor shall the Owner and the Developer be deemed to constitute an association of persons.

- 26.6. Each party will without further consideration sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this Agreement and each of the transactions contemplated under this Agreement. Without limiting the generality of the foregoing, if the Approvals of any Governmental Authority are required for any of the arrangements under this Agreement to be effected, each party will use all reasonable endeavors to obtain such Approvals.
- 26.7. During the term of this Agreement if any new Act, Rule, Regulation and Order come into force, which is applicable to the transaction and the Project envisaged herein, the parties will be bound to implement the same without delay and if such implementation renders any provision of this Agreement as invalid and unenforceable, the parties shall replace such invalid or unenforceable provision with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision, without affecting the Owner's Share.
- 26.8. The persons signing this Agreement on behalf of the respective parties represent and covenant that they have the authority to sign and execute this document on behalf of the parties for whom they are signing.
- 26.9. To the extent that there is any conflict between any of the provisions of this Agreement and any other Agreement by which the Owner or the said premises or any part thereof is bound, the provisions of this Agreement shall prevail to the extent permitted by the Applicable Law.
- 26.10. This Agreement constitutes and represents the entire Agreement between the parties with regard to the rights and obligations of each of the parties and cancels and supersedes all prior arrangements, agreements or understandings, if any, whether oral or in writing, between the parties on the subject matter hereof or in respect of matters dealt with herein.



- 26.11. The parties to this Agreement agree that, to the extent permitted by the Applicable Laws, the rights and obligations of the parties under this Agreement shall be subject to the right of specific performance and may be specifically enforced against a defaulting party.
- 26.12. The stamp duty and registration charges in respect of this Agreement and the Power of Attorney shall be borne and paid by the parties equally.
- 26.13. The Developer and the Owner and/or their respective nominee/nominees shall not at any time hereafter be entitled to claim partition by metes and bounds of any part of the land comprised in the Complex.
- 26.14. All municipal /panchayat and all other rates and taxes and other dues and outgoings in respect of said premises (including electricity, urban land tax, if payable) accruing due till the date of execution of these presents shall be for and to the account of the Owner; those accruing from the date hereof till the date of transfer of the Units shall be for and to the account of the Developer.
- 26.15. The Project shall always be known by the name "Vinayak Golden Acres" and the same shall not be changed by the parties or their respective transferees and such restriction shall be clearly mentioned in all transfer documents.
- 26.16. The Developer and the Owner shall pay and bear all costs in respect of advocates and/or solicitor's fees in equal proportion.
- 26.17. If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 26.18. The Agreement (together with schedules, if any) the entire Agreement between the parties and save as otherwise expressly provided, no modifications, amendments or waiver of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto.
- 26.19. Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the parties shall continue to perform all of their obligations



under this Agreement without prejudice to a final adjustment in accordance with such award.

- 26.20. Save as hereinbefore provided, termination of this Agreement for any cause shall not release a party from any liability which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act or omission prior to such termination.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**(Description of the said premises)**

**ALL THAT** the piece and parcel of land measuring 4.014 acres more or less, L.R. Khatian No. - 12054, Mouza- Konnagar, J.L. No. 7, District- Hooghly, P.S. - Uttarpara, Ward No. -1, Under Konnagar Municipality, and as per L.R. Khatian comprised in L.R. Dag Nos.1868, 1871, 1873, 1875, 1876, 1877, 1878, 1879, 1880, 1883 and 1884, details of which are tabulated below:

Sl. No.	L.R. Dag No.	Classification	Area (in acres)
1.	1868 ✓	Path	0.1300 ✓
2.	1871 ✓	Bastu	0.6600 ✓
3.	1873 ✓	Path	0.0620 ✓
4.	1875 ✓	Karkhana	0.2360 ✓
5.	1876 ✓	Bastu	0.0330 ✓
6.	1877 ✓	Karkhana	1.1520 ✓
7.	1878 ✓	Karkhana	0.9650 ✓
8.	1879 ✓	Bastu	0.3900 ✓
9.	1880 ✓	Bastu	0.1200 ✓
10.	1883 ✓	Bastu	0.2090 ✓
11.	1884 ✓	Bastu	0.0570 ✓
<b>TOTAL</b>			<b>4.014 acres</b>

The said premises is delineated in the plan annexed hereto duly bordered thereon in "Red" and butted and bounded as follows:

- ON THE NORTH** : By Government housing;
- ON THE SOUTH** : Government housing and W.B. Police Quarters;
- ON THE EAST** : C.S. Mukherjee Street;
- ON THE WEST** : Sokuntola Kali temple;

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



**THE SECOND SCHEDULE ABOVE REFERRED TO:**  
**(Common Areas and Installations)**

**COMMON AREAS AND INSTALLATIONS AREAS:**

- (a) Main gate and entrance.
- (b) Open and covered paths and passages within the building.
- (c) Lobbies and staircases.
- (d) Pump room and Electric Meter room.
- (e) Stair Head room, Lift Machine Room, Lift well.
- (f) Boundary walls.
- (g) Roof Right is common.
- (h) Common Staff toilet in the ground floor.

2. WATER AND PLUMBING: Water reservoirs, water tanks, water pipes (excepting those inside any unit) and deep tube well, if any.

3. ELECTRICAL INSTALLATIONS:

- (a) Wiring and accessories for lighting of common areas.
- (b) Pump and motor.
- (c) Lift and Lift machinery.
- (d) Fire fighting equipment in the building, if any.

4. DRAINS: Drains, sewers and pipes.

5. Purified Water Supply.

6. Decorative Ground Floor Lobby.

7. 24 hours security service with Intercom, CCTV

- 8. OTHERS: Other common areas and installations and/or equipments as are provided in the building for common use and enjoyment.
- 9. All Amenities (If any club, swimming pool, Gymnasium, Garden, children's park etc.)

**(Specifications of Construction)**  
**(Fittings and fixtures to be provided in the Unit)**

FOUNDATION AND SUPER STRUCTURE: RCC framed structure.

2. WALLS: Exterior Wall: Weather coat/texture paint finish.  
Interior Wall: POP finish.
3. FLOORING: Vitrified Tiles.
4. GROUND LOBBY & STAIRS : Elegant lobby with Tile finish.
5. ELECTRICALS : Insulated copper wiring (Anchor or Equivalent) with sufficient switches and MCB in each flat. A.C. points in all bed rooms.
6. BATHROOM: Anti-skid tiles ceramic tiles flooring with wall dado upto door height. CP fittings of Somanl/Ess Ess/Hindware or equivalent make.
7. KITCHEN : Anti-skid tiles upto 2 feet above the Counter / platform.
8. DOORS:
  - a) Main Door: Good quality Paneled/Laminated door.
  - b) Internal Doors: Painted Flush door.
9. WINDOWS: Aluminum sliding windows with Glass along with grills.
10. LIFT : Lifts of repute make.
11. GENERATOR : Generator back up (for 3 BHK-1,000 Watt and for 2 BHK-750 Watt 1 BHK - 500 Watt)
12. ELECTRICITY: Transformer
13. Extras for Club, Swimming Pool and for any other facilities/amenities are Mandatory to pay extra.

**EXTRAS AND DEPOSITS:**

EXTRAS shall include:

- (a) all costs, charges and expenses on account of HT & LT power (including Sub-station, Transformers, Switch gears, cables, HT & LT panels and the like) and all the amounts payable to the electricity service provider;
- (b) Security or any other deposit (including minimum deposits or any deposit by any name called) and all additional amounts or increases thereof payable to the electricity service provider, presently being CESC/WBSEB Limited or other electricity service provider for electricity connection at the Building Complex.
- (c) all costs, charges and expenses on account of one or more generators and like other power-backup equipment and all their accessories (including cables, panels and the like) for the Building Complex ;
- (d) Betterment fees, development charges, water connection charges and other levies taxes duties and statutory liabilities (save those being the exclusive liability of the First Party) that may be charged on the Subject Property or the buildings or the Units or on their transfer or construction partially or wholly, as the case may be.
- (e) Cost of formation of Association/service maintenance company/society.
- (f) Club and Club related facilities, equipments and installation.
- (g) Service tax, Value Added Tax (VAT), GST or any other statutory charges/levies.

DEPOSITS (which shall be interest free) shall include:

- (a) Deposit on account of maintenance charges, common expenses, municipal rates and taxes etc,
- (b) Any other deposits for the Units, with the consent of the OWNER & DEVELOPER.



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

SIGNED AND DELIVERED on behalf of the  
OWNER at Kolkata in the presence of:

- 1) ✓ Sushy Boddar  
21, Canal Street  
Kolkata - 700016
- 2) ✓ Dayanand Dabseiwal  
5, Greeny Terrace  
Kolkata - 700017

Happy Kutir Pvt. Ltd.

Naveen Mukherjee  
Director

SIGNED AND DELIVERED on behalf of the  
DEVELOPER at Kolkata in the presence of:

- 1) ✓ Sashmita Karuakar  
1/2, Middleton Street  
Kolkata - 700071
- 2) ✓ Dayanand Dabseiwal

For SIDDHIVINAYAK REALCON LLP

✓ Sanjay Kumar Basu  
Partner

SIGNED AND DELIVERED on behalf of the  
GURANTOR at Kolkata in the presence of:

- 1) ✓ Sashmita Karuakar
- 2) ✓ Dayanand Dabseiwal

✓ Sanjay Kumar Basu

Drafted by:

Saptarshi Roy

Advocate

Fox and Mandal

Solicitors and Advocates

Enrollment No. F.1624/2011







Government of West Bengal

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

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

Signature / LTI Sheet of Query No/Year 19030001596452/2016

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr SANJAY KUMAR BERIWAL CD-205, SALT LAKE CITY, Block/Sector: I, P.O:- CC BLOCK, P.S:- Bidhannagar, District:- North 24-Parganas, West Bengal, India, PIN - 700064	Land Lord		C-7757 	Sanjay Kumar 14/12/16 Presentant
2	Mr NAVEEN MODI 4A, BRIGHT STREET, P.O:- BALLYGUNGE, P.S:- Karaya, District:-South 24-Parganas, West Bengal, India, PIN - 700019	Represent ative of Land Lord [HAPPY KUTIR PRIVATE LIMITED ]		C-7758 	Naveen Modi 14/12/16
3	Mr SANJAY KUMAR BERIWAL CD-205, SALT LAKE CITY, Block/Sector: I, P.O:- CC BLOCK, P.S:- Bidhannagar, District:- North 24-Parganas, West Bengal, India. PIN - 700064	Represent ative of Developer [SIDDHIVI NAYAK REALCO N LIMITED LIABILITY PARTNER SHIP ]			Sanjay Kumar 14/12/16

Additional Registrar  
Kolkata

14 DEC 2016



Sl No.	Name and Address of identifier	Identifier of	Signature with date
1	Mr CHANDI SAMANTA Son of Late K P SAMANTA SULANGORI, P.O:- GHUNI, P.S:- New Town, District:-North 24- Parganas, West Bengal, India, PIN - 700157	Mr SANJAY KUMAR BERIWAL, Mr NAVEEN MODI, Mr SANJAY KUMAR BERIWAL	<i>Chandi Samanta</i> 14/12/16

(Balaram Adhikari)  
 ADDITIONAL REGISTRAR  
 OF ASSURANCE  
 OFFICE OF THE A.R.A. -  
 III KOLKATA  
 Kolkata, West Bengal

*Additional Registrar of Assur.*  
 Kolkata  
 14 DEC 2016



ভাৰতৰ নিৰ্বাচন কমিশ্বন

প্ৰতিষ্ঠাপক

ELECTION COMMISSION OF INDIA  
IDENTITY CARD

HHC1767201



নিৰ্বাচকৰ নাম : নবীন মোদী

Elector's Name : Naveen Modi

পিতাৰ নাম : শিব ৰতন মোদী

Father's Name : Shiv Ratan Modi

লিংগ/সেখ : পুৰ/ M

জন্ম তাৰিখ  
Date of Birth : 20/05/1984

HHC1767201

ঠিকনা:

4A, ব্ৰাইট ষ্ট্ৰীট, কোলকাতা নগৰপালিকা কৰায়া,  
কলকাতা-৭০০০১৯

Address:

4A, BRIGHT STREET, KOLKATA  
MUNICIPAL CORPORATION, KARAYA,  
KOLKATA-700019

Date: 17/12/2012

161-বালীগুঞ্জ বিধান সভাৰ নিৰ্বাচন নিয়ন্ত্ৰক

অধিকাৰীৰ হস্তাক্ষৰ আৰু মুদ্ৰা

Facsimile Signature of the Electoral  
Registration Officer for

161-Ballygunge Constituency

কিমে পৰিৱৰ্তন হ'লে তুমি কিমে সঠিক ফিৰ্ম নং আৰু এ-ৱৰ্ড  
নম্বাৰ তুমি খোলা পত্ৰিকাৰ পৰিৱৰ্তন কৰা ১৬১ নং ৱৰ্ড  
পৰিৱৰ্তন কৰাৰ বাবে কাম কৰা

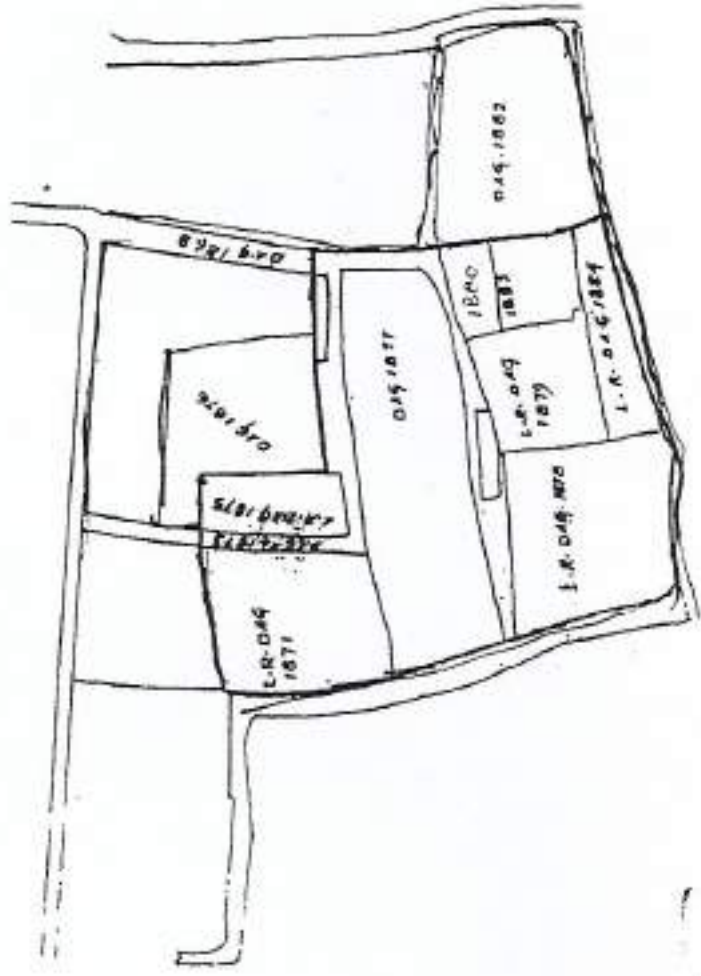
In case of change in address mention the Card No.  
in the relevant Form for including your name in  
the roll at the changed address and to obtain the  
card with same number.

14902

SITE PLAN OF LAND MEASURING 4.014 ACRES, MORE OR LESS, IN L.R. KHATIAN NO. - 12054, MOUZA - KONNAGAR, I.L. NO. 7, DISTRICT - HOOGHLY, P.S. - UTTARPARA, UNDER WARD NO. - 1 OF KONNAGAR MUNICIPALITY, COMPRISED IN L.R. DAG NOS. 1868, 1871, 1873, 1875, 1876, 1877, 1878, 1879, 1880, 1883 AND 1884.

ALSO KNOWN AS 135, C.S. MUKHERJEE ROAD, KONNAGAR, HOOGHLY.

AREA OF LAND : 4.014 ACRES = 16244.08 SQM.



Happy Kutir Pvt. Ltd.  
Naveen Nundy,  
Director

SIGNATURE OF OWNER

For SIDDHIVINAYAK REALCON LLP  
Srijay Mohan Bandyopadhyay  
Partner

SIGNATURE OF DEVELOPER

Srijay Mohan Bandyopadhyay

SIGNATURE OF GURANTOR

For Konnagar Property.



भारत सरकार  
Unique Identification Authority of India  
Government of India  
Enrollment No.: 0000/00228/99548

To  
Sanjay Kumar Berwal  
C/O,  
Cd-205  
Tank No - 3 Salt Lake, Sector - I  
Bichannagar(M)  
Bichannagar CC Block  
North 24 Parganas  
West Bengal 700064  
9831004546

23/01/2012  
310871994



MA106719948FT



आपका आधार क्रमांक / Your Aadhaar No. :

**4691 3003 3998**

आधार - आम आदमी का अधिकार



भारत सरकार

Government of India

Sanjay Kumar Berwal  
DOB : 31/08/1966  
Male



4691 3003 3998

आधार - आम आदमी का अधिकार

Partner of Siddhivinayak Realcon UP

Sanjay Kumar



भारतीय विशिष्ट पहचान प्राधिकरण  
भारत सरकार  
Unique Identification Authority of India  
Government of India



ভালিকাভুক্তির নম্বর/Enrolment No.: 2017/25089/08637

Chandi Samanta (চন্ডী সামন্ট)  
S/O: Kalipada Samanta, sulongori, GHUNI, Hatara,  
North 24 Parganas,  
West Bengal - 700157  
আপনার আধার সংখ্যা/ Your Aadhaar No.:

Date: 24/03/2016

7133 7332 9475



আমার আধার, আমার পরিচয়



2447



help@uidai.gov.in



www.uidai.gov.in

- আধার সারা দেশে মাল্য
- আধার অধারের জন্য আপনার একবারই ভালিকাভুক্তি করার আবশ্যিকতা আছে।
- অনুগ্রহ করে আপনার বর্তমান মোবাইল নম্বর এবং ই-মেইল ঠিকানা পরীক্ষিত করুন। এতে ভবিষ্যতে আপনার বিভিন্ন সুবিধা পাওয়া সহজ হবে।

- উথা
- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়
  - পরিচয়ের প্রমাণ অনলাইন অথেন্টিকেশন দ্বারা লাভ করুন
  - এটা এক ইলেক্ট্রনিক প্রক্রিয়ায় তৈরী পত্র

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

*Chandi Samanta*

Signature Not Verified  
Digitally signed by Unique Identification Authority of India  
Date: 2016.03.24 14:42:02 IST

- Aadhaar is valid throughout the country.
- You need to enrol only once for Aadhaar.
- Please update your mobile number and e-mail address. This will help you to avail various services in future.



भारत सरकार  
GOVERNMENT OF INDIA



भारतीय विशिष्ट पहचान प्राधिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA



চন্ডী সামন্ট  
Chandi Samanta  
জন্মতারিখ/ DOB: 02/12/1949  
পুরুষ / MALE



ঠিকানা:

এন/ও: কালিপদ সামন্ট,  
সুলংগড়ী, ঘুনী, হাতিয়ারা,  
উত্তর ২৪ পরগনা,  
পশ্চিম বঙ্গ - 700157

Address:

S/O: Kalipada Samanta,  
sulongori, GHUNI, Hatara, North  
24 Parganas,  
West Bengal - 700157























7133 7332 9475

আমার আধার, আমার পরিচয়

7133 7332 9475

MERA AADHAAR, MERI PEHACHAN

# SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signature of the executants and/or purchaser/presentants						
2		Left Hand					
			<u>Little</u>	<u>Ring</u>	<u>Middle</u>	<u>Fore</u>	<u>Thumb</u>
		Right Hand					
			<u>Thumb</u>	<u>Fore</u>	<u>Middle</u>	<u>Ring</u>	<u>Little</u>
5		Left Hand					
			<u>Little</u>	<u>Ring</u>	<u>Middle</u>	<u>Fore</u>	<u>Thumb</u>
		Right Hand					
			<u>Thumb</u>	<u>Fore</u>	<u>Middle</u>	<u>Ring</u>	<u>Little</u>
		Left Hand					
			<u>Little</u>	<u>Ring</u>	<u>Middle</u>	<u>Fore</u>	<u>Thumb</u>
		Right Hand					
			<u>Thumb</u>	<u>Fore</u>	<u>Middle</u>	<u>Ring</u>	<u>Little</u>



GOVERNMENT OF WEST BENGAL  
OFFICE OF THE ADDITIONAL DISTRICT MAGISTRATE AND  
DISTRICT LAND & LAND REFORMS OFFICER, HOOGHLY  
JIBAN PAUL'S GARDEN, HOOGHLY - 712103  
PH. - (033) 26802097/98, FAX - 91-33-26800578  
Email : [dlrohugli@gmail.com](mailto:dlrohugli@gmail.com)

No. IX-2 / 12 ( Comm ) /

/ S / 2010

Date-

**ORDER**

In exercise of the power conferred by Sub-Section (2),(3) of Section 4C of the West Bengal Land Reforms Act, 1955 (as amended from time to time) change-of-classification of land as per schedule described below for the purpose of "Housing Complex" is hereby allowed with effect from the date of this order in favour of M/S- Happy Kutir Pvt. Ltd.

The rent as determined is to be paid by the applicant as noted here under.

District- Hooghly P.S- Serampore Mouza- Konnagar J.L. No.- 7

Khatian No L.R.	Plot No. L.R.	Classification		Area in acres	Rent payable after conversion
		Existing	Changed		
12054	1871	Bastu	Housing Complex	0.660	As per existing Government Order
	1875	Karkhana	Housing Complex	0.236	
	1876	Bastu	Housing Complex	0.033	
	1877	Karkhana	Housing Complex	1.152	
	1878	Karkhana	Housing Complex	0.965	
	1879	Bastu	Housing Complex	0.390	
	1880	Bastu	Housing Complex	0.120	
	1883	Bastu	Housing Complex	0.209	
	1884	Bastu	Housing Complex	0.057	
	Total area - 3.822 acre				


\* Land Schedule is given in the Additional sheet. (In case of many plots)

This permission is granted subject to the following terms and conditions:-

- 1) That the permission is issued without prejudice to any of the provisions of Chapter-IIB of the act.
- 2) That where the land is situated within an urban agglomeration within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976, the permission is issued without prejudice to any of the provisions of the said Act.
- 3) That where the land is situated within the jurisdiction of a development act 1979 the permission is issued without prejudice to the provision of the said act.

Contd.....2

- 4) This permission is issued without prejudice to the provision of sub-section-(3) of section 6 of the West Bengal Estates Acquisition Act 1953 (West Bengal Act of 1954).
- 5) This permission is issued subject to obtaining approval/permission/license from appropriate authority as required for execution of the work on the land in question as soon as the order granting change or conversion, as sought for, is made.
- 6) This permission is issued subject to creation of compensatory water body of equal or larger size of such water body within a period of 90 days from the date of issue.
- 7) This permission is accorded on the condition that the applicant would pay the price of Minor Minerals if used for the development of the land.

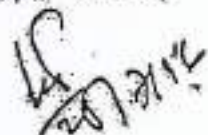
  
 Collector u/s 4C of WBLR Act &  
 District Land & Land Reforms Officer, Hooghly

Memo No. IX-2 / 12 (Comm) / 3429/1(A) VS / 2016

Date 25.07.16

Copy forwarded for information and taking necessary action :-

- a) The Sub-Divisional Officer, Serampore, Hooghly and Competent Authority under Urban Land (Ceiling and Regulation) Act, 1976.
- b) The Sub-Divisional Land & Land Reforms Officer, Serampore, Hooghly.
- c) The Block Land & Land Reforms Officer, Serampore-Uttarpara, Hooghly for correction of the ROR accordingly u/s 4C(4) followed by 50 of WBLR Act (Amended on 2005).

  
 ✓ The Director, M/S- Happy Kutir Pvt. Ltd., 5, Gorky Terrace, 2<sup>nd</sup> Floor,  
 Kolkata-700017

ADM & District Land & Land Reforms  
 Officer, Hooghly.



RECEIVED on the day month and year first above written of and from the withinnamed Purchaser as per instructions the withinmentioned sum of Rs.3,00,00,000/- paid in terms of these presents as Security Deposit as per Memo below.

Rs.3,00,00,000/-

(Rupees Three Crores only)

**MEMO OF CONSIDERATION:****RECEIVED as follows :**

1.	Paid by cheque No. 000002 dated 01.08.2016 drawn on Kotak Mahindra Bank, Middleton Street Branch for ...	Rs.1,00,00,000/-
2.	Paid by cheque No. 000113 dated 13.12.2016 drawn on Kotak Mahindra Bank, Middleton Street Branch for ...	Rs.1,00,00,000/-
3.	Paid by cheque No. 000115 dated 13.12.2016 drawn on Kotak Mahindra Bank, Middleton Street Branch for ...	Rs.1,00,00,000/-
<b>Total :</b>		<b>Rs.3,00,00,000/-</b>

(Rupees Three Crores only)

**WITNESSES:**

- 1) *Sush Rattan*  
21, Canal Estate  
Kolkata - 700016
- 2) *Dayanand Dabeiwale*

Happy Kutir Pvt. Ltd.

*Naveen Modi*  
Director

## Major Information of the Deed

Deed No :	I-1903-02984/2016	Date of Registration	16/12/2016
Query No / Year	1903-0001596452/2016	Office where deed is registered	
Query Date	09/12/2016 2:08:50 PM	A.R.A. - III KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	CHANDI SSAMANTA 10, OLD POST OFFICE STREET, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9836538428, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 3,00,00,000/-]		
Set Forth value	Market Value		
	Rs. 11,15,69,681/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,021/- (Article:48(g))	Rs. 3,30,094/- (Article:E, E, B, M(a), M(b), I)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: Hooghly, P.S.- Uttarpara, Municipality: KONNAGAR, Road: C. S. Mukherjee Street, Mouza: Konnagar

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-1868	RS-12054	Bastu	Bastu	0.13 Acre		31,51,512/-	Property is on Road
L2	RS-1871	RS-12054	Bastu	Bastu	0.66 Acre		1,59,99,984/-	Property is on Road
L3	RS-1873	RS-12054	Bastu	Bastu	0.062 Acre		15,03,029/-	Property is on Road
L4	RS-1875	RS-12054	Bastu	Factory	0.236 Acre		71,51,518/-	Property is on Road
L5	RS-1876	RS-12054	Bastu	Bastu	0.033 Acre		7,99,999/-	Property is on Road
L6	RS-1877	RS-12054	Bastu	Factory	1.152 Acre		3,49,09,102/-	Property is on Road
L7	RS-1878	RS-12054	Bastu	Factory	0.965 Acre		2,92,42,434/-	Property is on Road
L8	RS-1879	RS-12054	Bastu	Bastu	0.39 Acre		94,54,535/-	Property is on Road
L9	RS-1880	RS-12054	Bastu	Bastu	0.12 Acre		29,09,088/-	Property is on Road
L10	RS-1883	RS-12054	Bastu	Bastu	0.209 Acre		50,66,662/-	Property is on Road
L11	RS-1884	RS-12054	Bastu	Bastu	0.057 Acre		13,81,817/-	Property is on Road
		<b>TOTAL :</b>			<b>401.4Dec</b>	<b>0 /-</b>	<b>1115,69,681 /-</b>	
		<b>Grand Total :</b>			<b>401.4Dec</b>	<b>0 /-</b>	<b>1115,69,681 /-</b>	

**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>HAPPY KUTIR PRIVATE LIMITED</b> 5, GORKY TERRACE, 2ND FLOOR, P.O:- CIRCUS AVENUE, P.S:- Shakespeare Sarani, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700017 PAN No. AABCH8179H, Status :Organization, Executed by: Representative			
2	<b>Name</b> <b>Mr SANJAY KUMAR BERIWAL</b> Son of Late MURLI MOHAN AGARWALA Executed by: Self, Date of Execution: 14/12/2016 , Admitted by: Self, Date of Admission: 14/12/2016 ,Place : Pvt. Residence	<b>Photo</b>	<b>Fingerprint</b>	<b>Signature</b>
	CD-205, SALT LAKE CITY, Block/Sector: I, P.O:- CC BLOCK, P.S:- Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. ACTPA7997F, Status :Confirming Party			

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>SIDDHIVINAYAK REALCON LIMITED LIABILITY PARTNERSHIP</b> 4/1, MIDDLETON STREET, P.O:- PARK STREET, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071 PAN No. ACWFS1807P, Status :Organization			

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Mr NAVEEN MODI</b> Son of SHIV RATAN MODI 4A, BRIGHT STREET, P.O:- BALLYGUNGE, P.S:- Karaya, District:-South 24-Parganas, West Bengal, India, PIN - 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AQIPM7772P, Status : Representative, Representative of : HAPPY KUTIR PRIVATE LIMITED (as DIRECTOR)			
2	<b>Mr SANJAY KUMAR BERIWAL</b> Son of Late MURLI MOHAN AGARWAL CD-205, SALT LAKE CITY, Block/Sector: I, P.O:- CC BLOCK, P.S:- Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ALUPB4075D, Status : Representative, Representative of : SIDDHIVINAYAK REALCON LIMITED LIABILITY PARTNERSHIP (as PARTNER)			

**Identifier Details :**

Name & address	
<b>Mr CHANDI SAMANTA</b> Son of Late K P SAMANTA SULANGORI, P.O:- GHUNI, P.S:- New Town, District:-North 24-Parganas, West Bengal, India, PIN - 700157, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, , Identifier Of Mr SANJAY KUMAR BERIWAL, Mr NAVEEN MODI, Mr SANJAY KUMAR BERIWAL	

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	HAPPY KUTIR PRIVATE LIMITED	SIDDHIVINAYAK REALCON LIMITED LIABILITY PARTNERSHIP-13 Dec
Transfer of property for L10		
Sl.No	From	To. with area (Name-Area)
1	HAPPY KUTIR PRIVATE LIMITED	SIDDHIVINAYAK REALCON LIMITED LIABILITY PARTNERSHIP-20.9 Dec
Transfer of property for L11		
Sl.No	From	To. with area (Name-Area)
1	HAPPY KUTIR PRIVATE LIMITED	SIDDHIVINAYAK REALCON LIMITED LIABILITY PARTNERSHIP-5.7 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	HAPPY KUTIR PRIVATE LIMITED	SIDDHIVINAYAK REALCON LIMITED LIABILITY PARTNERSHIP-66 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	HAPPY KUTIR PRIVATE LIMITED	SIDDHIVINAYAK REALCON LIMITED LIABILITY PARTNERSHIP-6.2 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	HAPPY KUTIR PRIVATE LIMITED	SIDDHIVINAYAK REALCON LIMITED LIABILITY PARTNERSHIP-23.6 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	HAPPY KUTIR PRIVATE LIMITED	SIDDHIVINAYAK REALCON LIMITED LIABILITY PARTNERSHIP-3.3 Dec
Transfer of property for L6		
Sl.No	From	To. with area (Name-Area)
1	HAPPY KUTIR PRIVATE LIMITED	SIDDHIVINAYAK REALCON LIMITED LIABILITY PARTNERSHIP-115.2 Dec
Transfer of property for L7		
Sl.No	From	To. with area (Name-Area)
1	HAPPY KUTIR PRIVATE LIMITED	SIDDHIVINAYAK REALCON LIMITED LIABILITY PARTNERSHIP-96.5 Dec
Transfer of property for L8		
Sl.No	From	To. with area (Name-Area)
1	HAPPY KUTIR PRIVATE LIMITED	SIDDHIVINAYAK REALCON LIMITED LIABILITY PARTNERSHIP-39 Dec

**Transfer of property for L9**

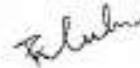
Sl.No	From	To. with area (Name-Area)
1	HAPPY KUTIR PRIVATE LIMITED	SIDDHIVINAYAK REALCON LIMITED LIABILITY PARTNERSHIP-12 Dec

**Endorsement For Deed Number : I - 190302984 / 2016**

**On 12-12-2016**

**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 11,15,69,681/-



**Pradipta Kishore Guha**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - III KOLKATA**  
**Kolkata, West Bengal**

**On 14-12-2016**

**Presentation(Under Section 52 & Rule 22A(3) 48(1),W.B. Registration Rules,1962)**

Presented for registration at 16:32 hrs on 14-12-2016, at the Private residence by Mr SANJAY KUMAR BERIWAL , one of the Executants.

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

Execution is admitted on 14/12/2016 by Mr SANJAY KUMAR BERIWAL, Son of Late MURLI MOHAN AGARWALA, CD-205, SALT LAKE CITY, Sector: I, P.O: CC BLOCK, Thana: Bidhannagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700064, by caste Hindu, by Profession Others

Indetified by Mr CHANDI SAMANTA, , Son of Late K P SAMANTA, SULANGORI, P.O: GHUNI, Thana: New Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700157, by caste Hindu, by profession Others

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

Execution is admitted on 14-12-2016 by Mr NAVEEN MODI, DIRECTOR, HAPPY KUTIR PRIVATE LIMITED, 5, GORKY TERRACE, 2ND FLOOR, P.O:- CIRCUS AVENUE, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017

Indetified by Mr CHANDI SAMANTA, , Son of Late K P SAMANTA, SULANGORI, P.O: GHUNI, Thana: New Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700157, by caste Hindu, by profession Others

Execution is admitted on 14-12-2016 by Mr SANJAY KUMAR BERIWAL, PARTNER, SIDDHIVINAYAK REALCON LIMITED LIABILITY PARTNERSHIP, 4/1, MIDDLETON STREET; P.O:- PARK STREET, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071

Indetified by Mr CHANDI SAMANTA, , Son of Late K P SAMANTA, SULANGORI, P.O: GHUNI, Thana: New Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700157, by caste Hindu, by profession Others



**Balaram Adhikari**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - III KOLKATA**  
**Kolkata, West Bengal**

On 16-12-2016

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

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

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 3,30,094/- ( B = Rs 3,29,989/- ,E = Rs 21/- ,J = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 3,30,094/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 14/12/2016 1:59PM with Govt. Ref. No: 192016170035397101 on 14-12-2016, Amount Rs: 3,30,094/-,  
Bank: United Bank ( UTBI00CH175), Ref. No. 6309837 on 14-12-2016, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

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

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 127335, Amount: Rs.100/-, Date of Purchase: 12/12/2016, Vendor name: Suranjan Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 14/12/2016 1:59PM with Govt. Ref. No: 192016170035397101 on 14-12-2016, Amount Rs: 74,921/-, Bank  
United Bank ( UTBI00CH175), Ref. No. 6309837 on 14-12-2016, Head of Account 0030-02-103-003-02



**Balaram Adhikari**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - III KOLKATA**  
**Kolkata, West Bengal**

Dated this <sup>14<sup>th</sup></sup> day of December, 2016

BETWEEN  
HAPPY KUTIR PRIVATE LIMITED  
... OWNER

AND

SIDDHIVINAYAK REALCON LLP  
... DEVELOPER

AND

SANJAY KUMAR BERIWAL  
... GURANTOR

DEVELOPMENT AGREEMENT

Fox & Mandal,  
Solicitors & Advocates,  
12, Old Post Office Street  
Kolkata- 700 001.

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1903-2016, Page from 98557 to 98615  
being No 190302984 for the year 2016.



Digitally signed by BALARAM ADHIKARI  
Date: 2016.12.19 17:44:33 +05:30  
Reason: Digital Signing of Deed.

*Balaram Adhikari*

(Balaram Adhikari) 19/12/2016 17:44:32  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - III KOLKATA  
West Bengal.

(This document is digitally signed.)