



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

S 705957

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10 DEC 2014

THIS DEVELOPMENT AGREEMENT made this the 8th day of December, Two Thousand And Fourteen of the Christian Era ;

৩৫৭/১৫

Sangath Aiyth



2985

MAHAMANI PROPERTIES PVT. LTD.

Sangath Aiyth
Director



2986

Saral Chakraborty



2987

Mitali Chakraborty

Rajib Kumar Mukherjee
Son of Late Nihar Ranjan
Mukherjee
1/A, Sultan Alam Road
Kolkata - 700033. Secrice
P-5. Chau market



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ACWPC4950B) by faith: Hindu, by nationality : Indian, by occupation : Retired Person, **AND SMT. MITALI CHAKRABORTY** wife of Sri Dulal Chakraborty, (having PAN – ACBPC0068M) by faith: Hindu, by nationality : Indian, by occupation : Housewife both residing at 142, B. K. Paul Avenue, Police Station: Shyampukur, Kolkata – 700005, hereinafter jointly referred to as the **OWNERS** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, executors, administrators, legal representatives and assigns) of the **FIRST PART.**

AND


MAHAMANI PROPERTIES PRIVATE LIMITED (having PAN-AAICM4413A) a Company incorporated under Indian Companies Act, 1956 having its registered office at AB-9, Salt Lake City, Sector-1, Kolkata 700 064 being represented by one of its Director **SRI SANJEEB GUPTA**, son of Sri Gopal Prasad Gupta, by faith Hindu, by occupation Business, by nationality : Indian, residing at AB-9, Sector-1, Salt Lake City, Kolkata – 700 064, ^{North Bidhan Nagar} hereinafter referred to as the **DEVELOPERS/BUILDERS** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors and or successors-in-office, administrators, and assigns) of the **SECOND PART.**

WHEREAS Munshi Golam Moula and Munshi Golam Akbar both sons of Late Munshi Abdul Haque were in absolute physical possession and enjoyment in respect of 47 decimals of land under C. S. Dag No. 3230, C. S. Khatian No. 10, J. L. No. 2, Mouza : **GOPALPUR**, Police Station : Rajarhat, District : North 24 Parganas, on the footing of a registered Deed of Sale dated 31.01.1928, free from all encumbrances.

AND WHEREAS the said Munshi Golam Moula and Munshi Golam Akbar being so owned and possessed of the said plot of land along with certain other land by an Indenture dated 25.07.1950 registered at the office of the Sub-Registrar Cossipore, Dum Dum in Book No. 1, Volume No. 42, Pages from 155 to 158, being No. 2494 for the year 1950 jointly sold, transferred and conveyed the said plot of land measuring 47 decimals C. S. Dag No. 3230, C. S. Khatian No. 10, along with certain other land under J. L. No. 2, Mouza : **GOPALPUR**, Police Station : Rajarhat, District : North 24 Parganas, unto and in favour of Smt. Labanya Prabha Ghosh, for the consideration therein contained free from all encumbrances.

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in favour of Smt. Prabha Banerjee and said Prabha Banerjee while in peaceful possession and enjoyment in her leasehold property by an indenture dated 02.07.1955 registered at the office of the Sub-Registrar, Cossipore Dum Dum in Book No. 1, Volume No. 80, Pages from 193 to 197, being No. 5741 for the year 1955 sold, transferred and conveyed an area of land measuring 9 Cottahs under C. S. Dag No. 3230, C. S. Khatian No. 10, J. L. No. 2, Mouza : GOPALPUR, Police Station : Rajarhat, District ; North 24 Parganas, unto and in favour of Prabhat Chandra Roy, for the consideration therein contained free from all encumbrances.

AND WHEREAS said Prabhat Chandra Roy, while in peaceful possession and enjoyment in his above purchased property had died on 12.09.1966 intestate leaving behind his widow Smt. Binapani Roy, son Sri Dilip Kumar Roy and only married daughter Smt. Hena Das, as his legal heirs and successors who jointly inherited the estates and properties left by said Prabhat Chandra Roy in accordance with the order of Hindu Law of Succession, 1956 and being so inherited the said legal heirs and successors of Prabhat Chandra Roy being felt inconvenience in their joint and eijmal possession by a Deed of Amicable Partition dated 15.09.1976 registered at the office of the Sub-Registrar, Cossipore Dum Dum in Book No. 1, Volume No. 108, Pages from 62 to 66, being No. 6342 for the year 1976 got the property duly partitioned with specific demarcation whereunder each of the parties to the Deed of Partition has acquired 3 Cottahs of land each absolutely free from all encumbrances.

AND WHEREAS out of the 3 legal heirs and successors of Prabhat Chandra Roy, his son Sri Dilip Kumar Roy by a Bengali Kobala dated 25.04.1983 registered at the office of the Registrar of Assurance, Calcutta in Book No. 1, Volume No. 181, Pages from 11 to 20, being No. 4042 for the year 1983, sold, transferred and conveyed his entire share measuring 3 Cottahs unto and in favour of Sri Sanjib Chakraborty for the consideration therein contained, free from all encumbrances.

AND WHEREAS in the manner aforesaid Smt. Binapani Roy, widow of Late Prabhat Chandra Roy by a Bengali Kobala dated 25.04.1983 registered at the office of the Registrar of Assurance, Calcutta in Book No. 1, Volume No. 181, Pages from 1 to 10, being No. 4041 for the year 1983, sold, transferred and conveyed her entire share measuring 3 Cottahs unto and in favour of Sri Motilal Chakraborty for the consideration therein contained, free from all encumbrances.

AND WHEREAS in the manner aforesaid Smt. Hena Das, married daughter of said Late Prabhat Chandra Roy by a Bengali Kobala dated 25.04.1983 registered at

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the consideration therein contained, free from all encumbrances.

AND WHEREAS out of the above purchasers Motilal Chakraborty being absolutely owned and possessed of an area of land measuring 6 Cottahs by way of his purchase aforesaid died, intestate on 03.05.1987 leaving behind his widow Smt. Champa Chakraborty, two sons namely, Mrinal Kanti Chakraborty and Dulal Chakraborty and only married daughter Debjani Mukherjee who jointly inherited the said 6 Cottahs of land left sad Motilal Chakraborty, free from all encumbrances.

AND WHEREAS while in joint and ejmal possession therein Smt. Champa Chakraborty, Sri Mrinal Kanti Chakraborty and Smt. Debjani Mukherjee jointly being Donors by a Deed of Gift dated 10th January, 1989 registered at the office of the A. D. S. R., Bidhannagar, Salt Lake City, in Book No. 1, Volume No. 3, Pages from 369 to 382, being No. 128 for the year 1989 transferred their undivided 3/4th share out of the 6 Cottahs of land as aforesaid unto and in favour of Sri Dulal Chakraborty for the consideration of love and affection therein contained, free from all encumbrances.

AND WHEREAS in the manner aforesaid **Sri Dulal Chakraborty** having his 1/4th undivided share out of the said 6 Cottahs of land now acquired his right, title and interest in respect of entire 6 Cottahs of land by virtue of the Deed of Gift as aforesaid with inclusion of his own 1/4th undivided share therein and has been in physical possession and enjoyment therein, free from all encumbrances.

AND WHEREAS Sanjib Chakraborty, who acquired his right, title and interest in respect of 3 Cottahs of land by virtue of his purchase aforesaid and while in physical possession and enjoyment therein, being the Donor by a Deed of Gift dated 17th February, 2010 registered at the office of the Registrar of Assurance – II, Kolkata, in Book No. 1, CD Volume No. 5, Pages from 2682 to 2700, being No. 01755 for the year 2010 transferred his above mentioned 3 Cottahs of land unto and in favour of his sister Smt. Mitali Chakraborty (wife of Sri Dulal Chakraborty) for the consideration of love and affection therein contained, free from all encumbrances.

AND WHEREAS by virtue of inheritance and being Donees in the Deed of Gift as aforesaid Sri Dulal Chakraborty, has acquired 6 Cottahs of land and his wife Smt. Mitali Chakraborty has acquired 3 Cottahs aggregating 9 Cottahs of land under C. S. Dag No. 3230, J. L. No. 2, Mouza: GOPALPUR, Police Station: Rajarhat, District: North 24 Parganas, free from all encumbrances.

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and Smt. Mukul Guha Mustafi as her heirs and legal representatives, whereas said Labanya Prabha Ghosh left inter-alia 4 Cottahs of land in Mouza : Gopalpur, Police Station : Rajarhat, District : North 24-Parganas and her above legal heirs and successors while in possession of the said 4 Cottahs of land under C. S. Dag No. 3230, corresponding to R. S. Dag No. 2209/3078, J. L. No. 2, Mouza: GOPALPUR, Police Station : Rajarhat, District : North 24 Parganas, jointly sold, transferred and conveyed the said 4 Cottahs of land unto and in favour of Sri Gopal Nandy and Sri Pradip Ghosh under a registered Sale Deed being No. 2794 for the year 1987, free from all encumbrances.

AND WHEREAS said Sri Gopal Nandy and Sri Pradip Ghosh being so owned and possessed of the said plot of land measuring 4 Cottahs by way of their purchase aforesaid by an Indenture dated 10th May, 1989 registered at the office of the A.D.S.R., Bidhannagar, Salt Lake City, in Book No. 1, Volume No. 80, Pages from 385 to 398, being No. 3785, for the year 1989 sold, transferred and conveyed the said plot of land measuring 4 Cottahs unto and in favour of Smt. Nihar Kana Chakraborty for the consideration therein contained, free from all encumbrances.

AND WHEREAS said Labanya Prabha Ghosh amongst other became entitled proprietary as well as possessory interest in respect of 7 Cottahs 8 Chittacks of land under C. S. Dag No. 3220, corresponding to R. S. Dag No. 2209/3078 and 2208/3077, in Mouza : Gopalpur, had died on 16.04.1985 intestate leaving her surviving 3 sons, Parimal Ghosh, Subimal Ghosh and Sukamal Ghosh and two daughters namely, Bina Guha Thakurata and Smt. Mukul Guha Mustafi as her heirs and legal representatives, who jointly inherited the said 7 Cottahs 8 Chittacks of land to the extent of 1/5th share each and being so inherited jointly by a Bengali Kobala dated 7th June, 1987 registered at the office of the Sub-Registrar, Bidhannagar, Salt Lake City in Book No. 1, Volume No. 56, being No. 2793 for the year 1987 sold, transferred and conveyed the said 7 Cottahs 8 Chittacks of land unto and in favour of Haridas Saha, Nityananda Saha, Biswajit Saha and Ashit Baran Saha for the consideration therein contained and the said purchasers Haridas Saha and three others being so owned and possessed of the said plot of land by way of their purchase aforesaid subsequently by an Indenture dated 10th May, 1989 registered at the office of the A.D.S.R., Bidhannagar, Salt Lake City in Book No. 1, Volume No. 80, Pages from 347 to 360, being No. 3781 for the year 1989 jointly sold, transferred and conveyed the said 7 Cottahs 8 Chittacks of land unto and in favour of Smt. Champa Chakraborty for the consideration therein contained, free from all encumbrances.

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Shyamali Mukherjee, Chaitali Chatterjee and Mitali Chakraborty as her legal heirs and successors who jointly inherited the aforesaid 4 Cottahs of land under Dag No. 2209/3078 in Mouza: Gopalpur, to the extent of 1/4th share each in accordance with the order of Hindu Law of Succession 1956 and being so inherited Sri Sanjib Kumar Chakraborty, Smt. Shyamali Mukherjee and Smt. Chaitali Chatterjee jointly as Donors under an Indenture of Gift dated 23rd October, 2013 transferred their 3/4th undivided share in 4 Cottahs of land as aforesaid in favour of their sister Smt. Mitali Chakraborty being Donee registered at the office of the A.D.S.R., Bidhannagar, Salt Lake City in Book No. 1, CD Volume No. 9, Pages from 4120 to 4130, being No. 03114 for the year 2013, in the manner aforesaid **Mitali Chakraborty** has acquired her right, title and interest in respect of **3 + 4 = 7 Cottahs** of land in R. S. Dag No. 2209/3078, in Mouza : Gopalpur, free from all encumbrances.

AND WHEREAS the purchaser Smt. Champa Chakraborty wife of Late Motilal Chakraborty had died on 10.12.2003 intestate leaving behind her two sons namely **Dulal Chakraborty, Mrinal Kanti Chakraborty** and married daughter **Smt. Debjani Mukherjee** who jointly inherited the entire 7 Cottahs 8 Chittacks of land purchased by their mother Smt. Champa Chakraborty under an Indenture dated 10th May 1989 to the extent of 1/3rd share i.e. to say 2 Cottahs 8 Chittacks of land each free from all encumbrances.

AND WHEREAS in the manner aforesaid the land owners **Dulal Chakraborty** and **Mitali Chakraborty** have jointly acquired their right, title and interest in respect of 15 decimals of land more fully described in the **Schedule** hereunder written and more particularly described in the **First Schedule** hereunder written for the purpose of this Development Agreement :-

DESCRIPTION OF PROPERTY OWNED BY DULAL CHAKRABORTY AND MITALI CHAKRABORTY

ALL THAT piece and parcel of Land measuring **15 decimals equivalent to 9 (nine) Cottahs 1 (one) Chittack 9 (nine) Square Feet** in Bengali measurement a little more or less in actual physical measurement with an old single storeyed building having covered area 500 Square Feet and various types of trees thereon, appertaining to and being part of C. S. Dag No. 3230, corresponding to R. S. & L. R. Dag No. 2209, C. S. Khatian No. 10, R. S. Khatian Nos. 2973, L. R. Khatian Nos. 11554 & 11688, i.e. 10 decimals of land recorded in the name of Dulal Chakraborty and 5 decimals of land in the name of Mitali Chakraborty, Re-sa No. 140, Touzi No. 2998, Pargana Kolkata, J.

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previously Rajarhat at present Airport, District: North 24-Parganas with all sorts of rights of easement and heriditaments annexed thereto, is the sole subject matter of this Development Agreement and more fully and particularly described in the **First Schedule** hereunder written.

AND WHEREAS said **Dulal Chakraborty, Mitali Chakraborty, Mrinal Kanti Chakraborty and Debjani Mukherjee** have in the manner aforesaid jointly acquired 18 decimals of land being Pond and bank of the Pond out of which **Mrinal Kanti Chakraborty and Debjani Mukherjee** have jointly acquired to the extent of 5 Cottahs equivalent to 8.25 decimals of land having their -/8/- annas share each therein and **Dulal Chakraborty and Mitali Chakraborty** have jointly acquired the remaining 9.75 decimals of land out of the said 18 decimals of land and the description of said 18 decimals of land is given hereunder.

DESCRIPTION OF POND AND BANK OF THE POND JOINTLY OWNED BY DULAL CHAKRABORTY, MITALI CHAKRABORTY, MRINAL KANTI CHAKRABORTY AND DEBJANI MUKHERJEE.

ALL THAT piece and parcel of a PUKUR and bank of the PUKUR measuring **18 decimals equivalent to 10 (ten) Cottahs 14 (fourteen) Chittacks 10.8 (ten point eight) Square Feet** in Bengali measurement a little more or less in actual physical measurement, appertaining to and being part of C. S. Dag No. 3230, corresponding to R. S. & L. R. Dag No. 2209/3078, C. S. Khatian No. 10, R. S. Khatian No. 17, L. R. Khatian Nos. 2767, 11554, 11555, 11556 & 11688, Re-sa No. 140, Touzi No. 2998, Pargana Kolkata, J. L. No. 2, Mouza : GOPALPUR, part of Municipal Holding Nos. RGM – 7/419, 7/420, 7/421 & 7/422, BL-H Kali Park within Ward No. 7 of Rajarhat – Gopalpur Municipality, Additional District Sub-Registration Office : Bidhannagar (Salt Lake City), Police Station : previously Rajarhat at present Airport, District : North 24 Parganas with all sorts of rights of easement and heriditaments annexed thereto, although this part and portion of land is not the subject matter of the present Development Agreement, yet the said 18 decimals of Pukur and bank of the Pukur shall be the integral part and parcel of Development of the First Schedule property hereinabove recited for the purpose of its beautification and a separate or otherwise independent agreement will be executed by all the Owners namely, **Dulal Chakraborty, Mitali Chakraborty, Mrinal Kanti Chakraborty and Debjani Mukherjee**.

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Khatian No. 17, L. R. Khatian Nos. 1765, 11554 & 11688, J. L. No. 2, Mouza: GOPALPUR, Municipal Holding Nos. RGM – 7/420 & 7/422, BL-H Kali Park, within Ward No. 7 of Rajarhat – Gopalpur Municipality, Police Station: previously Rajarhat at present Airport, District: North 24 Parganas, more fully described in the **First Schedule** hereunder written, free from all encumbrances.

AND WHEREAS it needs to be clarified that the entire land under the two Schedules aforesaid has been recorded under J. L. No. 2, Mouza: GOPALPUR, Police Station : previously Rajarhat at present Airport, District : North 24 Parganas in the L. R. Settlement Record of Right in the manner following : -

| Sl. No. | Name of Raiyots | C.S., R. S. & L.R. Khatian No. | C.S., R. S. & L.R. Dag No. | Nature | Area |
|---------|--------------------------|-----------------------------------|---------------------------------------|----------------|---------------------------|
| 1. | Labanya Prabha Ghosh | C.S. 10 R.S. 17 L.R. 2767 | C.S. 3230 R.S. & L.R. 2209/3078 | Pukur | 18 decimals |
| 2. | Prabhat Ranjan Roy | C.S. 10 R.S. 2973 L.R. 1765 | C.S. 3230 R.S. & L.R. 2209 | Danga | 15 decimals |
| 3. | Dulal Chakraborty | L.R. 11554 | L.R. 2209 L.R. 2209/3078 | Danga Pukur | 10 decimals 4 decimals |
| 4. | Mrinal Kanti Chakraborty | L.R. 11555 | L.R. 2209/3078 | Pukur | 4 decimals |
| 5. | Debjani Mukherjee | L.R. 11556 | L.R. 2209/3078 | Pukur | 4 decimals |
| 6. | Mitali Chakraborty | L.R. 11688 | L.R. 2209 L.R. 2209/3078 | Danga Pukur | 5 decimals 6 decimals |

In view of the recorded areas as appearing in the table hereinabove **15 decimals of Danga Land equivalent to 9 Cottahs 1 Chittack 9 Square Feet** in Bengali measurement stands in the names of **Dulal Chakraborty and Mitali Chakraborty**, the Land Owners herein in the proportion hereinabove recited.

AND ALSO WHEREAS the Land Owners being so owned and possessed of the said plot of land measuring 15 decimals equivalent to 9 Cottahs 1 Chittack 9 Square Feet in Bengali measurement and more fully described in the FIRST SCHEDULE hereunder written is the solid land over which the Party of the Second Part shall raise multi-storeyed building and the Owners/Party of the First Part with common

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mighty construction work of a Housing Complex both for residential and commercial purposes and having sound financial ability to execute such nature of development work and the Party of the Second Part herein being so informed approached the Owners/Party of the First Part and after bi-lateral talk it has been decided that the Developers/Builders shall execute the entire development work under the terms herein contained at its own costs and expenses strictly in compliance with the conditions hereunder contained.

ARTICLE-I # DEFINITIONS:

1. **DEFINITIONS** : Unless in this agreement there be something contrary or repugnant to the subject or context :-

i) **"New Buildings"** shall mean and include one or more multi-storeyed building subject to the nature of sanction to be obtained from the sanctioning authority i.e. to say from the local Rajarhat – Gopalpur Municipal Authority or any other Authority so legally empowered under the statutory provisions comprising of multi-storeyed building or buildings and other structures to be constructed by the Developers/ Builders/Party of the Second Part from time to time at the Project Site in the land described in the **FIRST SCHEDULE** hereunder.

ii) **"Building Plans"** shall mean the one or more Building Permits and Plans from time to time issued and sanctioned by the concerned authorities for construction of New Building or Buildings at Project Site or any parts or portions thereof and shall include all modifications and/or alterations thereto made in terms hereof as also all extensions and/or renewals thereof.

iii) **"Common Portions"** shall mean such parts, portions and areas in the Project Site which the Second Party/Developers/Builders identifies or earmarks for the time being to be for common use by all or any one or more of the Transferees or any other person in common with the parties hereto and include any variations or relocations thereof as may be made by the Second Party/Developers/Builders therein or thereto from time to time.

iv) **"Complex"** shall mean the Project Site and the multipurpose development thereof to be caused by the Second Party/Developers/ Builders and include buildings, houses, constructed and open spaces etc., as may be planned by the Second Party/Developers/Builders, thereat. And project site

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v) **"First Party's Allocation"** shall mean and include 45% (forty five percent) of the total constructed areas, both commercial and residential in average floors in all the building or buildings along with adjustable sum of Rs.65,00,000/- (Rupees sixty five lakhs) only to be adjusted from the allocated areas of Owners/Party of the First Part being the absolute owners of the First Schedule property and shall be paid by the Developers/Builders, Party of the Second Part to the Land Owners. And that the allocated areas of the Land Owners, payment of adjustable advance together with proportionate, undivided and impartible share in the land underneath and shall include the right of the First Party in common with the Second Party/Developers/Builders and all persons permitted by the Second Party to use such parts of the Common Portions as may be identified by the Second Party/Developers/Builders, therefor is morefully described in the SECOND SCHEDULE hereunder written.

vi) **"Land Owners"** shall mean and include **Sri Dulal Chakraborty and Smt. Mitali Chakraborty** for the time being in respect of the plot of land constituting the "Project Site" described in the FIRST SCHEDULE for brevity is also called as the "Subject Property" and shall also include their heirs, executors, administrators, legal representatives, successors, successors-in-office, constituents and/or assigns.

vii) **"Project Site"** shall mean the pieces or parcels of land hereditaments and premises described in the FIRST SCHEDULE hereto subject to variations thereof as may be made by the Second Party/Developers/Builders in its sole discretion and include the Subject Property;

viii) **"Project"** shall include the acquisition and development of the Project Site into a Complex and Transfer of the Transferable Areas therein.

ix) **"Second Party's Allocation"** shall mean and include 55% (fifty five percent) of the total constructed areas both commercial and residential in average floors in all the buildings and the allocation of the Developers/ Builders/Party of the Second Part has been described in the THIRD SCHEDULE under heading "Allocation of the Developers/Builders" in/or out of the Subject Property together with all easements and appurtenances thereof including right of common users and that the allocated areas of the Second Party/Developers/Builders more fully described in the THIRD SCHEDULE hereunder written.

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- xi) **"Transfer"** with its grammatical variation shall include transfer by sale, lease or any other means adopted by the allottee of such Individual Allocation.
- xii) **"Transferable Areas"** shall include Units, covered and open parking spaces, open and covered spaces and commercial spaces at the Project Site, land and all other areas, portions or shares comprised in or portion of the Project Site capable of being transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise.
- xiii) **"Phases"** with their grammatical variations shall mean the different "Building" or "Buildings" in which the Development of the Project Site shall be carried out in terms hereof, providing provisions for extension of Project Site by way of inclusion of adjacent land of the present Owners, or others for the convenient of expanding the volume or area of the complex, however without affecting the terms herein contained.
- xiv) **"Transferees"** shall mean and include all persons to whom any Transferable Areas are transferred or agreed to be so done.
- xv) **"Units"** shall mean and include-
 - a) **"Residential Units"** meaning the flats for residential use in any building and in any Phase or Block at the Project Site in the First Schedule property;
 - b) **"Non-Residential Units"** meaning office spaces, shops, constructed/covered spaces demarcated parking spaces or the like for use as commercial, assembly, educational, mercantile or any other use other than residential;

1.2: Interpretation:

- i) **Party:** In this Agreement, any reference to a party is to a party to this Agreement.
- ii) **Article, Clause, Schedule or Annexure:** In this Development or Collaboration Agreement, any reference to an Article or Clause or Schedule (other than to a schedule to a statutory provision) or Annexure is a reference to an Article, Clause, or Schedule or Annexure (as the case may be) of this Development Agreement and the Schedules and Annexures form part of and are deemed to be incorporated in this Development Agreement. Reference to any Article shall include the

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- iii) **Include:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- iv) **Headings:** In this Agreement, the headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any Clause and shall consequently not affect the construction of this Development Agreement.

ARTICLE-II # REPRESENTATIONS, BACKGROUND & RECITALS

2. BACKGROUND/REPRESENTATION:

2.1. BACKGROUND:

- 2.1.1. The Project Site has for the time being been identified by the Second Party/Developers/Builders for development of a Complex thereat;
- 2.1.2. The Second Party/Developers/Builders under this Development or otherwise Collaboration Agreement has negotiated with the Land Owners/Party of the First Part for development of the land under FIRST SCHEDULE absolutely owned by them with provision for acquisition or inclusion of adjacent and/or contiguous land of such adjacent land Owners to make a greater complex under project of development, without affecting and/or injuring the rights and interest of the present Land Owners in any way or in any manner whatsoever.
- 2.1.3. The Second Party has conceptualized the development of several buildings or sets of buildings at the Project Site.
- 2.1.4. The First Party/Land Owners being desirous of owning residential flats, parking spaces, commercial spaces and other constructed areas in any one or more of the New Buildings upon its construction and adjustable cash altogether considering the consideration of the FIRST SCHEDULE property, has approached the Second Party/Developers/ Builders with an offer to contribute the FIRST SCHEDULE property owned by them to form the Project Site to be developed or caused to be developed by the Second Party and has agreed to accept the First Party's Allocation to be provided by the Second Party to the First Party upon construction and

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2.2. **REPRESENTATIONS OF FIRST PARTY:** The First Party have represented and assured the Second Party, inter alia, as follows:-

- i) That the First Party/Land Owners are presently the owners of the FIRST SCHEDULE Property free from all Encumbrances and Liabilities whatsoever and in khas vacant and peaceful possession thereof. The facts about the First Party/Land Owners deriving title to the Subject Property is represented and warranted by the First Party/Land Owners in the manner recited hereinabove, and the same are all true and correct, more specifically and in short the mode of acquisition of right, title and interest so far acquired by the Owners/First Party in the First Schedule Property i.e. the Subject Property has been recited hereinabove and subject to get the names of the owners to be duly recorded in the office of the concerned Revenue Office and in the office of the Chairman, Rajarhat – Gopalpur Municipality in respect of the 'First Schedule' property being condition precedent or starting a development and/or execution of construction work in the "First Schedule" property and the same shall be the turning point for calculating the period of completion of construction work.
- ii) That the Project Site is having or shall within the period agreed and stipulated hereunder have, all the attributes thereto as mentioned in Article IV hereto.
- iii) That the First Party/Land Owners has not prior to the execution of this Development Agreement, entered upon any agreement or contract with any other person or persons in connection with the sale of the Subject Property or any part thereof or its development/dealing with/transfer /lease in any way or in any manner whatsoever.
- iv) That the First Party/Land Owners have absolute, unfettered and unqualified right to enter into this Development Agreement with the Second Party/Developers/Builders;
- v) That the First Party/Land Owners have not stood as Guarantor(s) or Surety for any obligation, liability, bond or transaction whatsoever,
- vi) That save and except the FIRST SCHEDULE Property, the First Party is not owning or holding any other adjacent part or portion of the Project Site at this moment and have no objection to the Second Party or any person authorized by the Developers/Builders in the matter of acquiring or including other adjacent part or portions comprised in or inclusion thereof in the Project Site.

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Allocation to the First Party/Land Owners in terms hereof. The First Party/Land Owners acknowledges and confirms that they are fully aware that the Subject Property or any part thereof may have any building constructed upon it and the development and future use of the Subject Property or any part thereof shall completely depend on the planning and scheme that may be finalized by the Second Party/Developers/Builders for overall development of the Project Site i.e. the FIRST SCHEDULE property, and accepts the same and have no objection to the same.

viii) There is no difficulty in compliance of the obligations of the First Party/Land Owners hereunder.

2.3. Relying on the aforesaid representations and assurances made and/or contained on the part of the First Party/Land Owners and subject to recording their names in the Revenue Department and in the concerned Municipal Office and believing the same to be true and correct and acting on good faith thereof, the Second Party/ Developers/Builders has agreed to develop the Project Site i.e. the FIRST SCHEDULE property for and subject to the terms and conditions hereinafter contained:

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

ARTICLE-III # BROAD AND BASIC TERMS AND CONDITIONS:

3. CONSIDERATION AND ENTITLEMENTS OF THE PARTIES BROADLY:

3.1. The First Party/Land Owners hereby agrees to irrevocably contribute and transfer the entirety of the Subject Property i.e. the FIRST SCHEDULE property and grants to the Second Party/Developers/Builders exclusive, irrevocable rights and authority to develop the same in such manner as the Second Party/Developers/Builders may, in its absolute discretion, deem fit and proper and the First Party/Land Owners hereby further agrees that with effect from the date of execution hereof, the Second Party/Developers/Builders shall have the sole, exclusive and irrevocable rights, authorities and entitlements of the Second Party as morefully contained hereunder including to develop the Subject Property and to own enjoy and/or Transfer the Second Party's Allocation.

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in exchange for the entirety of the Subject Property, the Second Party/Developers/Builders has agreed to cause to be constructed and delivered to the First Party's/Land Owners' Allocation on the terms and conditions hereinafter contained and as mentioned in the SECOND SCHEDULE hereunder.

- 3.3. It is agreed by and between the parties hereto that with effect from the date hereof the Second Party/Developers/Builders shall have complete domain and control over the Subject Property i.e. the First Schedule property with full, free and unfettered rights and liberty to develop the same by way of construction of sets of multi storeyed buildings thereon in terms of sanction to be obtained by the Rajarhat - Gopalpur Municipal Authority and all as the Second Party/Developers/ Builders may deem fit and proper and to deal with the same fully and in all manner.
- 3.4. The First Party's/Land Owners' Allocation shall be constructed or caused to be constructed by the Second Party/Developers/Builders and the First Party/Land Owners shall own and be absolutely entitled to the same and shall also have the right to deal with and transfer the same on and subject to the terms and conditions hereinafter contained. Save and except the First Party's Allocation, the First Party/Land Owners shall have no right, title and interest in the other parts of the Building or Buildings in the Project Site or the Complex. The Second Party/Developers/Builders shall construct the multi storeyed buildings in the FIRST SCHEDULE property at its own costs and expenses and the Owners i.e. the Party of the First Part shall not spend even a single coin towards the construction work and the Second Party/Developers/ Builders shall own and be absolutely entitled to the same and shall be entitled to hold or deal with, Transfer or commercially exploit the same or any part or share thereof fully and in all manner.
- 3.5. The allocation and delivery of the First Party's/Land Owners' Allocation is subject to successful acquisition and inclusion of the Project Site by the Second Party/Developers/Builders or such part thereof as the Second Party/Developers/Builders may deem to be sufficient for the Project, however in strict compliance with the terms herein contained.

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4. **ATTRIBUTES:** In connection with the Subject Property i.e. FIRST SCHEDULE property, the First Party/Land Owners shall be bound to comply with and meet the following criteria and requirements.

4.1. **MARKETABLE TITLE:** The Subject, i.e. FIRST SCHEDULE property and each part thereof is and shall be absolutely freehold property with good and marketable title. The First Party/Land Owners shall submit all relevant documents, papers and title deeds and answer or cause to be answered and complied with all requisitions-on-title as may be made by the Second Party/Developers/Builders.

4.1.1. The Second Party / Developers / Builders shall be at liberty to publish notices and advertisements in newspapers about the development of the Subject Property i.e. the First Schedule property or any part thereof and any objection or claim of any person due to any reason whatsoever shall be dealt with and settled and cleared by the parties hereto jointly, saving any dispute other than right, title and interest of the Land Owners in the FIRST SCHEDULE property.

4.1.2. **FREE OF ENCUMBRANCES:** The Subject Property and each part thereof is and shall be free of and from all kinds of Encumbrances including, but not limited to mortgages, charges, liens, hypothecations, lispensens, attachments, leases, tenancies, occupancy rights, bargadar (if applicable), licenses, uses, debutters, trusts, wakf, acquisition, requisition, vesting, claims, demands and liabilities whatsoever or howsoever. The Subject Property and each and every part thereof shall also be free from any vesting under the Estates Acquisition Act, the Land Reforms Act and/or the Urban Land (Ceiling & Regulation) Act or any other law and there shall be no restriction or prohibition under the said or any other laws for its Development and Transfer in any manner. Furthermore, no part of the land shall be owned by or belonging to Schedule Tribe and there shall be proper no lien custody of all original title deeds and government and municipal records in respect of the Subject Property i.e. the First Schedule property and every part thereof.

4.1.3. **PHYSICAL POSSESSION:** The possession of the Subject Property i.e. the First Schedule property shall be delivered to the Second Party i.e. the Developers/Builders in complete vacant peaceful condition, butted

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4.1.4. **TITLE DEEDS:** The First Party i.e. the Land Owners shall deliver all original title deeds, 2 (two) nos. deed of declaration and link deeds at the time of delivery of physical possession of the allocated areas of the Owners by the Developers/Builders, that apart the Owners shall deliver all certified copies thereof including records of rights, C.S., R.S. & L.R. Parcha, correction of Municipal Record stands in the name of dead person, upto-date Govt. Rent Receipt and Municipal Tax Receipt and other papers and documents of title relating to the Subject Property to the Second Party/ Developers/Builders at the time of execution and registration of Development Agreement and the General Power of Attorney under accountable receipts.

4.1.5. **USE OF TITLE DEEDS:** The Second Party/Developers/ Builders shall be entitled from time to time and at all times to produce, submit, deliver, give copies and extracts of and from the said original documents or certified copy (in case of registered Deed of Partition) before government and semi government bodies and authorities, local authorities, statutory bodies, courts, tribunals, judicial and quasi judicial forums, service providers and other persons and authorities as may be required. The Second Party/Developers/Builders shall also be entitled to produce and give originals of the said documents or copies and extracts of and from the said original documents before banks or other financial institutions who would be providing finance/loans/ advances to the Second Party/Developers/Builders or its intending purchaser or purchasers and also provide copies to any financier giving loans or advances to any Transferee.

PART-II — PRE-DEVELOPMENT COMMENCEMENT OBLIGATIONS

4.2. **PRE-DEVELOPMENT COMMENCEMENT ATTRIBUTES:** the First Party i.e. the Land Owners shall do and comply with the following:

4.2.1. **MUTATION:** The names of the First Party i.e. the Land Owners, shall have to be recorded in the Revenue Department, Govt. of West Bengal in respect of the First Schedule property at their own risks and responsibilities well ahead of starting of construction work.

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class of land has to be converted into BASTU for the purpose of development work as being a Housing Complex by the Land Owners;

- 4.2.3. **CORRECTION OF RECORDS AND RECTIFICATION OF DEFECT/DEFICIENCY:** In case the records of the B.L. & L.R.O, Rajarhat and Rajarhat Gopalpur Municipality or any other concerned authority require any correction or rectification or change, the First Party/Land Owners, shall cause the same, defect or deficiency in any records in respect of the Subject Property or any part thereof or in the title of the Subject Property or any part thereof whether detected before or after transfer or delivery of the same to the Second Party/Developers/ Builders, shall be removed, rectified and remedied by the First Party/ Land Owners immediately, at their own costs and expenses and in all other matters including the Development of the First Schedule property and transfer of all constructed areas in respect of the Developers'/Builders' allocation and all other matters incidental thereto shall be resolved by the Second Party/Developers/Builders with active assistance of the Land Owners;
- 4.2.4. **CLEARANCES:** The First Party, Land Owners shall apply for and obtain any approval, permission, No-Objection Certificates and/or clearances that may be required for making the Subject Property i.e. the First Schedule property or any part thereof fit for Development as envisaged herein and also those that may be required in respect of the ownership and title to the Subject Property i.e. the First Schedule property.

PART-III — COSTS & EXPENSES IN RESPECT OF THE FIRST PARTY'S OBLIGATIONS

- 4.3. **COSTS AND EXPENSES FOR OBLIGATIONS OF FIRST PARTY:** It has been mutually agreed between the First Party/Land Owners and the Developers/Builders that the costs and expenses for payment of Municipal tax and land revenue in respect of the Subject Property i.e. the First Schedule property will be borne solely by the First Party/Land Owners till the day of execution of these presents, but rent and taxes thereafter shall be paid and borne by the Second Party/Developers/ Builders. It is to be mentioned that the Developers/Builders Party of the Second Part at their own costs and expenses shall demolish the existing one storeyed building and to appropriate the building materials save and except certain wooden window frames as to be handed over to the Land Owners by the Developers/Builders Party of the Second Part.

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5. **PLANNING:**

5.1. The Second Party/Developers/Builders shall develop the Complex at the Project Site i.e. the "First Schedule Property" by constructing one or more multi storeyed building or buildings and other constructed and/or open areas thereat. The Second Party/Developers/Builders agrees that the entire planning and layout for the development of the Project Site, including, inter alia, on the aspects of the Development shall be done by the Second Party/Developers/Builders including as regards the manner or type of construction to be undertaken at the Project Site i.e. in the First Schedule property, the total constructible area etc. All decisions of the Second Party/Developers/Builders and its experts, engineers, planners, architects etc. in the above regard as also on the following aspects shall be final and binding upon the First Party/Land Owners:

- i) The planning of the building complexes and the decision on one or more multi storeyed Buildings;
- ii) The number and area of Residential Units and Non Residential Units in one or more multi storeyed Buildings and other portions of the Project Site i.e. at the First Schedule property;
- iii) The identification and demarcation of portions of the Project Site and/or the multi storeyed Buildings thereon for the different uses;
- iv) The Parking Areas, bays and facilities for Transferees, visitors and outsiders.
- v) The specifications for construction, fittings, fixtures and all equipments and installations at the Project Site i.e. in the First Schedule property;
- vi) The planning, commencement and/or continuance or non continuance of construction and development of the Project Site in such phases as the Second Party/Developers/Builders may deem fit and proper.

5.2. **SURVEY & SOIL TESTING:** The Second Party/Developers/Builders shall at its own costs and expenses carry out necessary survey and soil testing and other preparatory works in respect of the Subject Property i.e. in the First Schedule property if and to the extent required.

PART II # BUILDING PLANS AND APPROVALS FOR DEVELOPMENT:

5.3. **BUILDING PLANS PREPARATION AND SANCTION:** The Second Party/Developers/Builders shall at its own costs and expenses from time to time cause to be prepared and sanctioned the plans for the constructions at the

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phase wise or block wise manner from time to time.

- 5.4. **MODIFICATIONS & ALTERATIONS:** The Second Party/Developers Builders shall be entitled from time to time to cause modifications and alterations to the building plans or revised building plans with prior discussion with the Land Owners, in such manner and to such extent as the Second Party/Developers/ Builders may, deem fit and proper.
- 5.5. **SIGNATURE AND SUBMISSION:** The First Party/Land Owners shall sign, execute, submit and deliver all applications, undertaking, declaration, affidavit, plans, letters and other documents and to do all acts deeds and things as may be required by the Second Party/ Developers/Builders in connection with the obtaining of sanctions and approvals required to be obtained by the Second Party/Developers/ Builders for commencing or carrying out any construction or development work relevant to the Project Property i.e. at the First Schedule property either independently or jointly.
- 5.6. **APPROVALS FOR DEVELOPMENT:** The Second Party/ Developers/ Builders shall in its own name or in the name of the First Party/Land Owners, as the case may be, apply for and obtain all permissions, clearances, no objection certificates and other approvals required for carrying out any development at the Subject Property or any part thereof, including those required- from Pollution Control Authority, Fire Service Authorities, Police Authorities, Municipal Authority any other Statutory Authorities, at its own costs and expenses.

PART III # DEMOLITION AND CONSTRUCTION:

- 5.7. **BOUNDARY WALLS:** The Second Party/Developers/Builders at its own costs and expenses shall be entitled to construct boundary walls to secure the Subject Property i.e. the First Schedule property or any part thereof as and when deemed fit and proper.
- 5.8. **CONSTRUCTION:** The Second Party shall construct and build the multi-storeyed Buildings and erect and install the Common Portions relevant to the use of the Owners/Occupiers in the project Complex in accordance with the Planning of the Second Party, Developers/ Builders and upon due compliance of the Building Plans and laws affecting the same. The Second Party, Developers/Builders shall have the sole and complete rights and obligations in respect of all aspects of development and construction including the

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- 5.9. **GOOD CONSTRUCTION:** The Second Party Developers/Builders shall cause the construction in a good and workman like manner with good quality 1st class building materials and the First Party/Land Owners shall have every right to inspect the quality of building materials and standard of construction.
- 5.10. **UTILITIES:** The Second Party Developers/Builders shall be entitled to use the existing connections if there be any, and/or apply for and to obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the Project site at the First Schedule property.
- 5.11. **GENERAL AUTHORITY:** The Second Party/Developers/Builders shall be authorised and empowered in its own name and also in the name of the First Party/Land Owners, insofar as may be necessary, to apply for and obtain all permission, approval and clearances from any authority whether local, state or central for the construction of the Project and also to sign and execute all plans, sketches, papers and applications and get the same submitted to and sanctioned by the appropriate authority or authorities from time to time for demolition, making additions and/or alterations, constructions and/or reconstructions on the Project Site at the First Schedule property or any portion thereof and/or for obtaining any utilities and permissions.
- 5.12. **CONSTRUCTION TEAM:** The Architect and the entire team of people required for Planning and Constructions at the Project Site at the First Schedule property shall be such person as may be selected and appointed by the Second Party/Developers/Builders in its sole discretion.
- 5.13. **TIME FOR CONSTRUCTION:** Subject to the First Party i.e. the Land Owners not being in default in compliance of their obligations hereunder, the Second Party/Developers/Builders shall complete and deliver the First Party's/Land Owners' Allocation to the First Party/Land Owners in the manner mentioned hereinafter within **36 (thirty six) months with 6 (six) months outer limit** and that has to be calculated from the date of handing over peaceful vacant possession of the Project Site i.e. the First Schedule property in favour of the Developers/Builders or from the date of approval or sanction of structural buildings and project plans, whichever is later.

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and countable from the date of delivery of vacant physical possession of the First Schedule and payable by the Developer till the delivery of the possession of the Owners' Allocations in the proposed new building(s) and as such payment will be paid by accountable receipts.

PART-IV # COSTS OF CONSTRUCTION:

- 5.15. **COSTS OF CONSTRUCTION:** Unless otherwise expressly mentioned herein, all costs and expenses for Planning, preparation and sanctioning of Building Plans and construction of the entire project comprising of sets of multi-storeyed buildings and other construction including other amenities, lifts and other installations, fittings and fixtures etc. as per sanction plan to be completed in all respect and in terms hereof shall be borne and paid by the Second Party/Developers/Builders. The Land Owners shall not spend even a single coin for the purpose of construction work in the First Schedule property i.e. at the Project Site.

ARTICLE VI # FIRST PARTY'S ALLOCATIONS AND DEMARCATION AND IDENTIFICATION:

6. FIRST PARTY'S/LAND OWNERS' ALLOCATION:

- 6.1.1. **FIRST PARTY'S ENTITLEMENT:** The First Party/Land Owners shall be allocated constructed areas as mentioned in the SECOND SCHEDULE along with proportionate share in land underneath and such entitlement shall mean and include residential flats, parking space, commercial spaces along with all common areas and facilities.
- 6.1.2. **SPECIFICATIONS:** The Second Party/Developers/Builders shall complete the Residential Units comprised in the First Party's Allocation with the Specifications as mentioned in the FIFTH SCHEDULE hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.
- 6.1.3. **ALLOTMENT:** It is expressly agreed and understood by and between the parties in this regard that the location of the First Party's/Land Owners' Allocation shall be in the floors in respect of commercial areas, flats, parking space and other constructed areas in the multi-storeyed buildings under several blocks and the same mentioned in the SECOND SCHEDULE would be "ear-marked" soon after obtaining the sanctioned buildings or project plan. The

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- i) In case the total super built-up area in the allotted Unit is more than the First Party's/Land Owners' Entitlement, then for the differential area, the First Party/Land Owners shall be liable to pay to the Second Party Developers/Builders, the consideration calculated at the booking rate at which the Second Party would be marketing similar Units in the Project at the material time if any discrepancy if so arises;
- ii) In case the total super built-up area in the allotted Unit is less than the First Party's/Land Owners' Entitlement, then for the differential area, the Second Party Developers/Builders shall be liable to pay to the First Party/Land Owners, the consideration calculated at the booking rate at which the Second Party/ Developers/Builders would be marketing similar Units in the Project at the material time;
- iii) On the failure of either party to pay the differential consideration in terms of the above sub-clauses, the defaulting party shall be liable to pay interest on the amount. The Developers/Builders shall furnish unto the First Party/Land Owners, their possession certificate;
- iv) To make it clear that if within the tenure of this Development Agreement the "RAJYA SABHA" Bill No. XLVI of 2013 i.e. "THE REAL ESTATE (REGULATION AND DEVELOPMENT) BILL, 2013" come in force, the parties hereto shall be bound by the terms of the new Act, if any retrospective effect given thereto;


6.1.5. VARIATION OF ALLOTMENT: In case due to any change in the Planning in respect of the Project or due to reduction of the area of the First Party's/Land Owners' Entitlement due to any reasons, the location of the Buildings or the First Party's Allocation is desired or required to be changed and subject to approval of the Land Owners, the Second Party/Developers/Builders shall be free to change such location at the request of the Land Owners.

6.1.6. CONSEQUENCES ON SANCTION OR MODIFICATION OF BUILDING PLANS: In case upon sanction of the Building Plans or due to any modification of the Building Plans the location, dimension or area of any part of the Unit comprised in the First Party's/Land Owners' Allocation are required to be varied or changed, the Second Party shall be free to make such variation.

6.1.7. FIRST PARTY'S ALLOCATION: The Unit to be allotted to the First Party/Land Owners in terms of clause 6.1.1 hereto subject to any changes or variations in terms of clause 6.1.3 and/or 6.1.5 hereto shall be the First Party's/Land Owners' Allocation.

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or the Buildings or any parts thereof which shall all comprise in and belong to the Second Party/Developers/ Builders.

6.3. COMMON PORTIONS:

6.3.1. The First Party/Land Owners shall have the right to use such of the Common Portions as may be identified by the Second Party/ Developers/Builders for the beneficial use and enjoyment of the First Party's Allocation.

6.3.2. The Second Party shall provide for the availability of Common Portions on a phase wise basis providing for —

- i) Passages and pathways for ingress and egress by the First Party/Land Owners in respect of the First Party's Allocation;
- ii) electricity, drainage and sewerage and water connections;
- iii) lifts and staircases in the Buildings;
- v) any other area, installation or facility that the Second Party/ Developers/Builders may provide at its sole discretion.

6.3.3. The Second Party shall be entitled-

- i) to erect, install and/or operationalize the Common Portions in phases in accordance with the specification and in terms of the sanctioned building plan or plans;
- ii) Until completion of the Development of the entire Project Site or until such earlier time as the Second Party may deem fit and proper, to allow or permit only provisional and/or partial use of any of the Common Portions;
- iii) to change the location, dimension, capacity or any other physical or in-built specifications of any Common Portions in phases and from time to time to erect, install or shift any Portion into any new phase or other portions of the Project Site in the "First Schedule plot of land";
- vi) to effect temporary closure, shifting, relocating, change of capacity, dimension, physical or in-built specifications or any other addition or alteration to any of Common Portion, however with the concurrence of all the Land Owners.

6.3.4. The Second Party shall be free to impose restrictions and conditions for the use of the Common Portions;

6.3.5. The Second Party shall be free to alter the location or areas of the Common Portions within any Phase and between different phases from time to time with the consent of the Land Owners.

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- 6.4. **SIGNAGES:** Notwithstanding the other provisions hereof, it is expressly agreed that the Second Party shall have the sole and exclusive rights in respect of putting up or allowing to be put up signages, hoardings, banners, etc., at the Project Site and/or any other constructed and open spaces thereat for the purpose of the project.
- 6.5. **SUPER BUILT-UP AREA:** The super built-up area in respect of all the Units in the Project (including those forming part of the First Party's Allocation) shall be the built up area of the concerned Unit together with such proportionate area of the Common Portions as would be determined by the Second Party.
- 6.6. **DELIVERY OF UNITS AND COMMERCIAL SPACES COMPRISED 'IN THE FIRST PARTYS' ALLOCATION:** Unless the First Party's Allocation is sold to any third party, the delivery of the First Party's Allocation to the First Party/Land Owners shall be made by a written notice by the Second Party offering the First Party/Land Owners to take possession thereof within 30 days from the date of completion in habitable condition and strictly in terms of the specification and sanctioned building plan.
- 6.6.1. Before issuing notice to the First Party/Land Owners to take possession of the First Party's Allocation of the First Party/Land Owners as aforesaid, the Second Party shall construct and complete the same with availability of temporary or permanent water, electricity and drainage connections and obtain Completion Certificate of the Architect in respect thereof. Notwithstanding such delivery of possession of the First Party's Allocation, the Second Party shall complete the finishing works that may remain incomplete for the concerned Phase subsequently with issuance of completion certificate from the local Municipal Authority.
- 6.6.2. The First Party/Land Owners hereby confirms and accepts as follows:-
- i) That construction work and related activities shall continue to be carried on in the Project Site in respect of the same or remaining phases and the use of the First Party's Allocation shall be subject to the inconveniences caused thereby and also be subject to such additions and alterations in the infrastructure support systems, pipelines, wires and cables etc., as may be necessary.
 - ii) All the Common Portions shall not be completed before the final completion of the entire development;
 - iii) The elevation works and decoration and beautification works, relief and land layout works, permanent connections relating to the common

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- 6.7. **CONDITIONS ATTACHED TO OWNERSHIP OF FIRST PARTY'S ALLOCATION:** Upon identification of the First Party's Allocation in terms hereof, the First Party/Land Owners shall enter upon necessary agreements in respect thereof recording such allocation and also containing the covenants, conditions and restrictions regarding the ownership user and enjoyment of the First Party's/Land Owners' Allocation. The First Party/Land Owners at their own option may get the First Party's/Land Owners' Allocation registered in the name of the First Party/Land Owners or their nominees or assignees at their own choice without any concurrence of the Second Party, however after delivery of physical possession in their favour in terms of this Memorandum of Agreement.
- 6.8. **SEPARATE CONFIRMATION:** Subject to consent or approval, if any, required by the First Party, the Second Party will confirm handing over of possession of the First Party's/Land Owners' Allocation to the First Party vide a letter printed on non - judicial stamp paper of denomination of rupees fifty mentioning the details of the First Party's/Land Owners' Allocation therein vide in the manner prescribed in the table under **SECOND SCHEDULE** hereunder written.
- 6.9. **TIME FOR COMPLETION OF FIRST PARTY'S/LAND OWNERS' ALLOCATION:** The First Party's/Land Owners' Allocation will be handed over to the First Party/Land Owners within a period of 36 (thirty six) months as recited and agreed hereinabove in the body of this Memorandum of Agreement and in terms of the specification described in the **FIFTH SCHEDULE** hereunder.

**ARTICLE VII # TRANSFER, REALIZATION & DEVELOPMENT AND
TRANSFER OF NON RESIDENTIAL BLOCKS AND FACILITIES:**

7. **TRANSFER OF INDIVIDUAL ALLOCATIONS:**
- 7.1. **TRANSFER OF THE SECOND PARTY'S ALLOCATION GENERALLY:** The Second Party shall be free to deal with, Transfer or part with possession of any part of the Second Party's Allocation to its Transferees without any interference or obstruction from the First Party/Land Owners, provided always transfer of Second Party's allocated areas shall be done after delivery of allocated areas of the First Party/Land Owners in well and habitable condition both in the residential as well as commercial areas.
- 7.2. **RIGHT TO TRANSFER ALLOCATIONS AND CONDITIONS GENERALLY AFFECTING THE SAME:** The First Party and the Second Party shall be

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- i) The First Party/Land Owners shall execute and register the sale deeds and other instruments in respect of sale or transfer of the First Party's/Land Owners' Allocation, after taking over delivery of physical possession from the Second Party and after due adjustment of constructed areas against adjustable advance;
- ii) Any transfer by the First Party/Land Owners shall be at their own risks and consequences,

7.2.2. OTHER CONDITIONS AFFECTING TRANSFER OF ALLOCATIONS: Save and subject to any restriction, condition, limitation and provision contained elsewhere in this agreement:-

- i) The First Party/Land Owners do hereby also accord their consent and authorization to the Second Party to enter into the agreements and contracts with the prospective Transferees in respect of the Second Party's Allocations or any part thereof without making the First Party/Land Owners a party thereto. However, if so required by the Second Party, the First Party/Land Owners shall, notwithstanding the consent and authorization above, and without claiming any consideration or money, join in as confirming party to all such agreements and contracts agreeing and confirming, inter alia, thereunder to convey or transfer their title in respect of the proportionate undivided share in the land to the prospective Transferees of the Allocation of the Second Party;
- ii) The Second Party doth hereby also accord their consent and authorization to the First Party/Land Owners to enter into the agreements and contracts with the prospective Transferees/ Buyers in respect of the First Party's/Land Owners' Allocation upon completion of the construction without making the Second Party a party thereto
- iii) The First Party/Land Owners would execute and register the sale deeds and other instruments of transfer to complete the sale or transfer of the undivided shares in the land of the Subject Property i.e. the First Schedule property or any part thereof in favour of the prospective Transferees/Buyers.

7.2.3. REALIZATION AGAINST INDIVIDUAL ALLOCATION AND APPROPRIATION:

- i) All amounts and consideration receivable by the Second Party under any agreements, contracts and deeds in respect of the Second Party's Allocation shall be to the account of and shall be received, realised and

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receivable by the First Party/Land Owners under any agreements, contracts and deeds in respect of the First Party's/Land Owners Allocation shall be received, realised and appropriated by the First Party/Land Owners exclusively and the Second Party shall have no concern therewith.

- 7.3. **PROVISION FOR NON RESIDENTIAL DEVELOPMENT:** The Second Party/Developers/Builders shall be at liberty to plan and construct, Non Residential Units and/or non residential buildings/ blocks at the Project Site or any phase thereof. Such non residential Units/buildings/blocks may include the construction of Club or any Recreational Area and Medical Facilities, **PROVIDED ALWAYS** express, concurrence and consent of the party of the First Part/Land Owners, wherein the party of the First Part/Land Owners shall have their own allocated areas.

ARTICLE VIII # ADVANCE:

8. **TOTAL ADVANCE AMOUNT:**

- 8.1. Subject to the other terms hereof, the Second Party has agreed to pay a sum of **Rs. 65,00,000/- (Rupees Sixty Five Lakhs Only)** to the Land Owners "the Total Advance Amount", shall be adjustable against the allocated areas of the First Part/Land Owners @ Rs. 3,000/- (Rupees three thousand) only per square feet.

ARTICLE IX # EXTRAS & DEPOSITS, COMMON PURPOSES AND TAX LIABILITIES

9. **EXTRAS AND DEPOSITS:**

- 9.1. **EXTRAS** which shall include 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 and deposits payable to the electricity service provider, 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), Cost of formation of service maintenance company/society, Club Membership and Usage charges, Additional Facility or Utility Charges etc., and all other extras, costs and charges incidental thereto that may be charged by the Second Party/ Developers/Builders from the Transferees of both the parties including the Land Owners/Party of the First Part i.e. to say all the occupants and occupiers within the housing complex.

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- 10.1. The First Party/Land Owners and any Transferee of the First Party's Allocation shall be bound and obliged to pay the amounts and outgoings and comply with the rules, regulations, restrictions and conditions as may be framed by the Second Party and adopted for or relating to the Common Purposes.
- 10.2. Furthermore, while dealing with and/or entering into any agreements and other documents of transfer of their respective allocations or any part thereof, the First Party shall necessarily incorporate all rules, regulations restrictions and conditions framed by the Second Party as aforesaid.
- 10.3. The expression "Common Purposes" shall mean and include the purpose of maintaining, administering, up-keep and security of the developments at the Project Site or any part thereof and in particular the Common Portions; rendition of common services in common to the occupants and Transferees of the developments at the Project Site; collection and disbursement of the common expenses; the purpose of regulating mutual rights obligations and liabilities of occupiers of the Project; and dealing with all matters of common interest of the occupiers of the Project.
- 10.4. **MAINTENANCE IN-CHARGE:**
- 10.4.1. The Second Party shall upon completion of the construction of the Complex or any phase thereof as the Second Party may deem fit and proper form an Association (which may be a Society or Company or Association or Co-operative Society as may be deemed proper and expedient) for the Common Purposes and till such time as the Association is formed the Second Party or its nominee shall be in charge for the Common Purposes till such time as the Second Party desires to keep such charge;
- 10.4.2. In case the Second Party communicates the First Party and other Transferees to form such Association, they shall be bound to form the same within the period stipulated by the Second Party failing which the Transferees collectively shall be responsible for the role of the Association.
- 10.4.3. Until formation of the Association and handover of the charge of the Common Purposes or any aspect thereof to the Association, the Second Party shall be free to appoint different agencies or organizations for any activities relating to Common Purposes at such consideration and on such terms and conditions as the Second Party may deem fit and proper. All charges of such agencies and organizations shall be part of the Common Expenses;

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any right or privileges of the parties hereto.

- 10.4.5. The expression "Maintenance-in-charge", shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and till such time the Association is formed and takes charge of the acts relating to the Common Purposes mean the Second Party or the Transferees (collectively) as the case may be in terms of Clause 10.4 and sub-clauses thereof.

ARTICLE X # COVENANTS

11. COVENANTS BY THE FIRST PARTY:

- 11.1. The First Party do hereby covenant with the Second Party as follows:-
- 11.1.1. That each and every representation made by the First Party/Land Owners hereinabove are all true and correct and agrees and covenants to perform each and every representation and the failure in such performance or detection of any representation as false (partially or wholly) or incorrect or misleading shall amount to breach and default of the terms and conditions of this agreement by the First Party/Land Owners.
- 11.1.2. That with effect from the date of execution hereof, the First Party/Land Owners shall neither deal with, transfer, let out or create any Encumbrance in respect of the Subject Property or any part thereof or any development to be made thereat save only to the extent permitted expressly hereunder.
- 11.1.3. The First Party/Land Owners shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Second Party/Developers/Builders.
- 11.1.4. That the First Party shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and not do or permit any act or omission contrary to the terms and conditions of this agreement in any manner.
- 11.1.5. That the First Party/Land Owners shall not cause any interference or hindrance in the sanction/modification/alteration of Sanction Plans in terms hereof, construction and development at the Project Site by the Second Party and/or Transfer of the Second Party's Allocation and not to do any act deed or thing whereby any right of the Second Party hereunder may be affected nor make any claim whatsoever in any other part or portion of the Project Site except the First Party's Allocation.

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submit and deliver at the costs and expenses of the Second Party all plans, specifications, undertakings, declarations, no objections, disclaimers, releases, papers, documents, powers and authorities as may be lawfully or reasonably required by the Second Party from time to time.

11.1.7. It is bi-laterally agreed in between the parties hereto that the First Party, Land Owners shall bear proportionate costs or charges for installation of electrical transformer within the project for the reasons of consumption of electricity within the allocated areas of the First Party/Land Owners.

11.2. **COVENANTS BY THE SECOND PARTY:** The Second Party do hereby covenant with the First Party as follows:-

11.2.1. The Second Party doth hereby agree and covenant with the First Party not to do any act deed or thing whereby any right or obligation of the First Party hereunder may be affected or the First Party is prevented from making or proceeding with the compliance of the obligations of the First Party hereunder.

ARTICLE XI # FORCE MAJEURE:

12. Force Majeure :

12.1. Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise out of a breach or default by such Party of any of its obligations under this Agreement but which arises from, or is attributable to.

- i) Fire, Flood, Earthquake, storm, lightning, epidemic, disaster or such other unforeseen natural calamities;
- ii) Riots, civil commotion and disturbances, disorder, insurgency, explosion, enemy action or war or military operations or terrorist action;
- iii) Interruption in the supply of utilities required in the Project;
- iv) Shortage/Stoppage in the supply of materials and equipments required in development of the Project;
- v) Injunctions/orders of any government, civic bodies, municipal bodies or from any Court of Law having jurisdiction over the property or other statutory bodies or other authorities restraining the implementation of the Project;
- vi) Changes in law, notifications and/or government orders materially affecting the continuance or implementation of the Project;

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extent that the performance of the relative obligations are prevented by the existence of the force majeure and time for performance shall remain suspended during the duration of the force majeure.

ARTICLE XII # POWERS OF ATTORNEY AND OTHER POWERS:

13. POWERS BY FIRST PARTY:

- 13.1. The First Party/Land Owners shall simultaneously with the execution of these presents shall execute and/or register one or more Powers of Attorney in favour of the Second Party's nominated persons namely, **Sri Sanjeeb Gupta**, the only nominated person of the Land Owners of the First Part.
- 13.2. **AUTHORITY AND ADDITIONAL POWERS:** It is understood that to facilitate the construction of Development at the Project Site by the Second Party and for obtaining necessary connections and utilities therein or therefor, various acts deeds matters and things not herein specified may be required to be done by the Second Party and for which the Second Party may need the authority of the First Party and various applications and other documents may be required to be signed or made by the First Party relating to which specific provisions may not have been mentioned herein. The First Party hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Second Party to be done in the matter and the First Party shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Second Party for the purpose and the First Party also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Second Party.
- 13.3. The said power or powers of attorney to be so granted by the First Party/Land Owners to the Second Party/Developers/Builders and/or its nominee/s shall be exercised by the Attorney **Sri Sanjeeb Gupta** and shall form a part of this agreement and the First Party shall not be entitled to revoke, modify or alter the same without the prior written consent of the Second Party.

ARTICLE-XIII # MISCELLANEOUS:

14. MISCELLANEOUS:

- 14.1. **PROPERTY TAXES AND OUTGOINGS:** Until fulfilment of all obligations of the First Party hereunder, all taxes and outgoings (including arrears) on account of

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the Second Party provided that upon construction of each phase of the Project, all taxes and outgoings in respect of the respective Allocations of the parties in such phase shall be borne paid and discharged by them;

- 14.2. **INDEMNITY BY FIRST PARTY:** At all times hereafter the First Party hereto shall indemnify and agree to keep the Second Party, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Second Party and arising due to any representation of the First Party being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the First Party.
- 14.3. **INDEMNITY BY SECOND PARTY:** At all times hereafter the Second Party hereto shall indemnify and agree to keep the First Party, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the First Party and arising due to any act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Second Party. The Second Party shall be liable for any lapses or accident during construction of the Complex or in the workmanship as mentioned herein.
- 14.4. **NO PARTNERSHIP OR AOP:** The First Party and the Second Party have entered into this Agreement purely as a principal to principal and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 14.5. **WAIVERS:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights nor shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfilment on a future occasion.
- 14.6. **MODIFICATIONS:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by the First Party and the Second Party.

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15. JURISDICTION:

- 15.1. Only the Courts within the Jurisdiction of North 24-Parganas District at Barasat shall have the jurisdiction to entertain, try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(Subject Property i.e. the property to be developed)

ALL THAT piece and parcel of Danga Land measuring **15 decimals equivalent to 9 (nine) Cottahs 1 (one) Chittack 9 (nine) Square Feet** in Bengali measurement a little more or less in actual physical measurement with an old single storeyed building having covered area 500 Square Feet and various types of trees thereon, appertaining to and being part of C. S. Dag No. 3230, corresponding to R. S. & L. R. Dag No. 2209, C. S. Khatian No. 10, R. S. Khatian Nos. 2973, L. R. Khatian Nos. 1765, 11554 & 11688, Re-sa No. 140, Touzi No. 2998, Pargana Kolkata, J. L. No. 2, Mouza : GOPALPUR, part of Municipal Holding Nos. RGM – 7/420 & 7/422, BL–H Kali Park within Ward No. 7 of Rajarhat – Gopalpur Municipality, Additional District Sub-Registration Office : Bidhannagar (Salt Lake City), Police Station : previously Rajarhat at present Airport, District : North 24-Parganas with all sorts of rights of easement and hereditaments annexed thereto, the plot of land to be developed has been shown and delineated in the Map or Plan annexed hereto with "RED" border and the said Map or Plan is to be treated as a part of this Development Agreement, butted and bounded in the manner following :-

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| On the North | : | By land and building of Lipika Majumder |
| On the South | : | By pond and bank of the pond under Dag No. 2209/3078 and thereafter 91 bus route. |
| On the East | : | By 12 feet wide road. |
| On the West | : | By Sonu Paradise |

THE SECOND SCHEDULE ABOVE REFERRED TO:
(First Party's/Land Owners' Allocation)

The allocation of the Land Owners/Party of the First Part shall be as under :-

- a) The Land Owners shall jointly get 45% (forth five percent) of the total constructed areas containing Commercial areas, Car Parking spaces,

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building or buildings to be constructed in and over the First Schedule property.

"Allocation of Owners" shall mean and include 45% (forty five percent) of the total constructed areas, both commercial and residential in average floors in all the Buildings along with adjustable sum of Rs.65,00,000/- (Rupees sixty five lakhs) only to be adjusted from the allocated areas of the Owners in respect of the development work in and within the First Schedule property.

- b) The Land Owners shall get adjustable sum of **Rs.65,00,000/- (Rupees sixty five lakhs)** only to be paid by the Developers/Builders in the following manner:-
- i) Rs. 80,00,000/- (Rupees sixty lakhs) only paid at the time of execution and registration of this development agreement and the general power of attorney in terms of Memo of Payment written hereunder in **Sixth Schedule**, and
 - ii) Balance amount of Rs. 5,00,000/- (Rupees five lakhs) only will be paid after forty five (45) days from date of execution of this Agreement through post dated cheque.
 - iii) It is also bi-laterally agreed in between the parties hereto that the said sum of Rs. 65,00,000/- (Rupees sixty five lakhs) only shall be adjusted towards the allocated areas of the Land Owners @ Rs. 3,000/- (Rupees Three Thousand) per square feet.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Developers/Builders allocation)

That the DEVELOPERS'/BUILDERS' allocation shall mean and include 55% (fifty five percent) of the total constructed areas i.e. to say the remaining constructed areas after giving delivery of physical possession in respect of the allocated areas of the Owners/Party of the First Part more specifically described in the SECOND SCHEDULE hereinabove under heading "Allocation of the Owners/Party of the First Part" in/or out of the Subject Property together with all right of easements including proportionate share in land underneath and appurtenances thereof including right of common users and that the allocated areas of the Second Party/Developers/ Builders in terms of this Memorandum of Agreement absolutely free from all encumbrances.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

PART-I

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and covenants to bear and pay and discharge the following expenses and outgoings:-

- (a) Municipal rates and taxes and water tax, if any, assessed on or in respect of the First Party's/Land Owners' Allocation and the Appurtenances directly to the Rajarhat – Gopalpur Municipality Provided that so long as the First Party/Land Owners Allocation is not assessed separately for the purpose of such rates and taxes, the First Party/Land Owners shall pay the Maintenance charges in respect of the proportionate share of all such rates and taxes assessed on the said premises.
- (b) All other taxes, impositions, levies, cess, outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the First Party's/Land Owners' Allocation or the Appurtenances or the Building or the said premises and whether demanded from or payable by the First Party or the Maintenance charges and the same shall be paid by the First Party wholly in case the same relates to the First Party's Allocation and/or the Appurtenances and proportionately in case the same relates to the Building or the said premises or any part thereof.
- (c) Electricity charges for electricity consumed in or relating to the First Party's/Land Owners' Allocation and the Appurtenances (including any applicable minimum charges, proportionate share of the electricity charges for loss of electricity due to amortization and transmission).
- (d) Charges for water, and other utilities consumed by the First Party and/or attributable or relatable to the First Party's Allocation and the Appurtenances against demands made by the concerned authorities and/or the Maintenance charges and in using enjoying and/or availing any other utility or facility, if exclusively in or for the First Party's Allocation and/or the Appurtenances, wholly and if in common with the other Co-owners, proportionately to the Maintenance charges or the appropriate authorities as the case may be.
- (e) Proportionate share of all Common Expenses (including those mentioned in FOURTH SCHEDULE herein written) to the concerned Maintenance charges. In particular and without prejudice to the generality of the foregoing, the First Party/Land Owners shall pay to the Maintenance charges, to be calculated at such rate as be decided by the Second Party. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.
- (f) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the First Party.

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delay, default or negligence on the part of the First Party/Land Owners in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

PART-II
(RULES AND REGULATIONS)

1. The First Party binds themselves and covenants:
 - (a) to use the First Party's/Land Owners' Allocation only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Second Party first had and obtained and shall not do or permit to be done any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral activity at the First Party's Allocation or any activity which may cause nuisance or annoyance to the Co-owners. It is expressly agreed that any restriction on the First Party/Land Owners shall not in any way restrict the right of the Second Party/Developers/Builders to use or permit any other Unit or portion of the New Building to be used for non-residential purposes.
 - (b) unless the right of parking is expressly granted to the First Party/Land Owners, the First Party shall not park any motor car at any place in the said premises (including at the open spaces at the said premises) AND if the right to park motor car is so expressly agreed to be granted, the First Party/Land Owners shall use the Parking Space(s) so agreed to be granted, only for the purpose of parking of their medium sized motor car. No construction or storage of any nature shall be permitted nor can the same be used for rest, recreation or sleep of servants, drivers or any person whatsoever. The First Party/Land Owners shall be entitled to get their share in the parking spaces proportionate to their allocation.
 - (c) not to grant, transfer, let out or part with the right of parking car, if such right of parking is agreed to be granted hereunder, independent of the First Party's Allocation nor vice versa, with the only exception being that the First Party may grant, transfer, let out or part with the right of parking car or the First Party's Allocation independent of the other to any other Co-owner.
 - (d) to put or install window or split model air-conditioned Unit(s) only at the place(s) and in the manner specified by the Second Party and at no other place to strictly maintain the outer elevation synergy of the Building Complex.
 - (e) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Buildings save at the place as be approved

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that in no event the First Party shall open out any additional window or alter the size of any window as be provided in the First Party's Allocation or any other apparatus protruding outside the exterior of the First Party's Allocation.

- (f) to apply for and obtain at their own costs separate assessment and mutation of the First Party's Allocation in the records of the Rajarhat – Gopalpur Municipality within 6 (six) months from the date of possession.
- (g) not to commit or permit to be committed any form of alteration or changes in the First Party's Allocation or in the beams, columns, pillars of the Building passing through the First Party's Allocation or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Building nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Buildings or any part thereof.
- (h) not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- (i) to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the First Party's Allocation at all reasonable times for construction and completion of the Building and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the First Party's Allocation within 7 days of giving of a notice in writing by the Maintenance In-charge to the First Party/Land Owners thereabout.
- (j) to keep the First Party's Allocation and walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance and exit serving any other Unit in the Buildings in good and substantial repair and condition so as to support shelter and protect the other units and/or parts of the Building and not to do or cause to be done anything in or around the First Party's Allocation which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the First Party's Allocation.
- (k) not to commit or permit to be committed any alteration or changes in, or draw from outside the Buildings, the pipes, conduits, cables, wiring and other fixtures and fittings serving the First Party's/Land Owners' Allocation and any other Unit in or portion of the Building Complex.
- (l) to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Building Complex and the Premises and other Common Purposes.

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throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and Installations and the said Premises or dry or hang clothes outside the First Party's/Land Owners' Allocation.

- (n) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Electricity Provider, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the First Party's Allocation as well as the user operation and maintenance of lift, generator, water, electricity, transformer, if any, drainage, sewerage and other installations and amenities at the Buildings Complex.
 - (o) not to alter the outer elevation or facade or colour scheme of the New Building (including grills, verandahs, lounges, external doors and windows etc.) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Second Party as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the First Party's/Land Owners' Allocation or the Buildings otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
 - (p) not to install grills the design of which have not been suggested or approved by the Second Party/Developers/Builders or the Architects.
 - (q) not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- 1.1 In the event of the First Party failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the First Party under these presents and/or in observing and performing the covenants terms and conditions of the First Party hereunder then without prejudice to the other remedies available against the First Party/Land Owners hereunder.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Specifications in respect of the Unit/s comprised in the First Party's/Land Owners' Allocation)

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(Brahmaputra ply or any other co. of the same rate), all doors thickness 32 mm fitted with Round locks. Main door would be fitted with Godrej or similar brand night latch lock. All windows would be made of natural colour aluminium sliding (two doors) with plain white glass without any grill. All doors would be painted with white enamel paint (Berger Co., ICI).

2. **KITCHEN:**

Black Granite Marble counter top, Stainless steel sink (17" x 20"), glazed tiles up to 3 ft above marble counter.

3. **FLOORING:**

All Bed Rooms, Dinning-cum-Living, and Balcony would be finished with Ivory Vitrified tiles (24" X 24") flooring and 4" skirting. Bath-room, Kitchen & Balcony would be finished with Ivory Ceramic tiles (12" X 12") flooring. The walls of the Toilets/ Bathroom would finish with white glazed tiles in 72" height. Roof would be finished with roof tiles.

4. **SANITARY & PLUMBING:**

Standard Toilet would be provided with C.P. Shower, one commodes/Indian type pan (Parryware or similar brand) with P.V.C. cistern (Reliance Co.). And in W. C. there would be only one tap. (All taps & C.P. fittings of Essco or similar brand. (base model). There would be concealed line and geyser line in all bathrooms. There would be two basins (18"x12' Parryware or similar brand) in each flat.

5. **ELECTRICAL WORKS:**

- a. Concealed wiring in all flats (Copper electrical wire, Finolex or similar brand.)
- b. Each flat will be provided with the following electrical points:

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| i) Bed room (each) | 2 Light points 1 Fan point 1 Plug Point (5 Amp) |
| ii) Dining/Drawing | 2 Light points 2 Fan point 2 Plug point(15 Amp) 1 TV Power point 1 Cable Point without Wire 1 Phone Point without Wire |
| iii) Kitchen | 1 Light point 1 Exhaust Fan Point 1 Plug point(15 Amp) |
| iv) Toilet | 1 Light point 1 Exhaust Fan Point 1 Plug point (5 Amp) for Geyser |
| Verandah | 1 Light point |
| vi) Entrance | 1 Door Bell point |
| Vii) Master Bedroom | 1 TV Power point. |
| Viii)Main Door | 1 Video door phone |

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| 6. WATER: | Underground water tank and overhead water tank is to be constructed for supply of water (24 hours). |
| 7. PAINTING: | Plaster of Paris inside walls |
| 8. OUTSIDE PAINTING: | Snowcem 2 coats painting. |
| 9. RAILING OF STAIR CASE: | Railing of iron. |
| 10. STAIR CASE PAINTING: | Plaster of Paris with Colour. |
| 11. LIFT: | Standard Quality Lift. |

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Received from the Developers/Builders a sum of **Rs.60,00,000/- (Rupees Sixty lakhs)** only out of the total adjustable amount of Rs.65,00,000/- (Rupees sixty five lakhs) only as per Memo of Consideration written hereunder.

MEMO OF CONSIDERATION

| | | | | |
|--------------------|--|---|-----|------------------------|
| a) | By A/c payee cheque No. 051876 dated 08.12.2014 drawn on HDFC Bank Ltd. in its Salt Lake Branch favouring the Owner Dulal Chakraborty. | → | Rs. | 20,00,000/- |
| b) | By A/c payee cheque No. 051875 dated 08.12.2014 drawn on HDFC Bank Ltd. in its Salt Lake Branch favouring the Owner Dulal Chakraborty. | | Rs. | 10,00,000/- |
| c) | By A/c payee cheque No. 051873 dated 08.12.2014 drawn on HDFC Bank Ltd. in its Salt Lake Branch favouring the Owner Mitali Chakraborty. | → | Rs. | 30,00,000/- |
| GRAND TOTAL | | | → | Rs. 60,00,000/- |

(Rupees Sixty lakhs only)

1. *Dulal Chakraborty*

2. *Mitali Chakraborty.*

SIGNATURE OF THE LAND OWNERS

Contd....



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Registrar U/S 7(2)
District Sub-Registrar II
24 Pgs (N) Barasat

08 DEC 2014

SIGNED, SEALED AND DELIVERED
BY THE PARTY OF THE FIRST
PART/LAND OWNERS AT SALT
LAKE in the presence of:

1. *Pradip Halder*
13h. S.S. Naga
Kat-74

1. *Saba Chakraborty*
2. *Mitali Chakraborty*

**SIGNATURE OF THE
LAND OWNERS/PARTY OF THE
FIRST PART**

2. *Patubon Kumar Mousherjee*
1/A, Sultan Alam Road
Kolkata-70033

SIGNED, SEALED AND DELIVERED
BY THE PARTY OF THE SECOND
PART/ DEVELOPERS/BUILDERS AT
SALT LAKE in the presence of:

1. *Pradip Halder*

2. *Patubon Kumar Mousherjee*

MAHAMANI PROPERTIES PVT. LTD.

Sangeet Gupta
Director

**SIGNATURE OF THE
DEVELOPERS/BUILDERS**

Drafted by me

Pradyumn Singh
PRADYUMN SINGH
Advocate

High Court, Calcutta

F-25/19C/07

Contd....



[Handwritten signature]

Registrar U/S 7(2)
District Sub-Registrar II
24 Pgs (N) Barasat

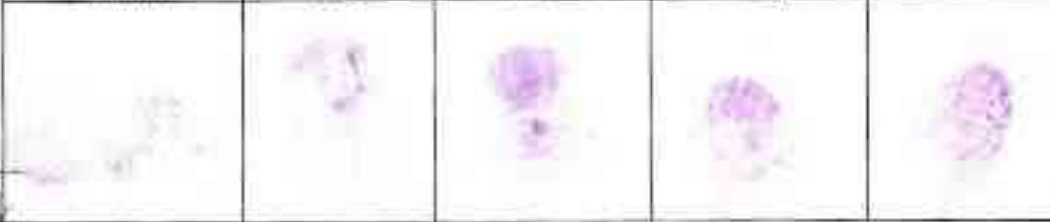
08 DEC 2014



S. Lal Chakraborty

RIGHT HAND

Thumb Fore Middle Ring Little.



LEFT HAND

Little Ring Middle Fore Thumb



RIGHT HAND

Thumb Fore Middle Ring Little.



Meitali Chakraborty

LEFT HAND

Little Ring Middle Fore Thumb



RIGHT HAND

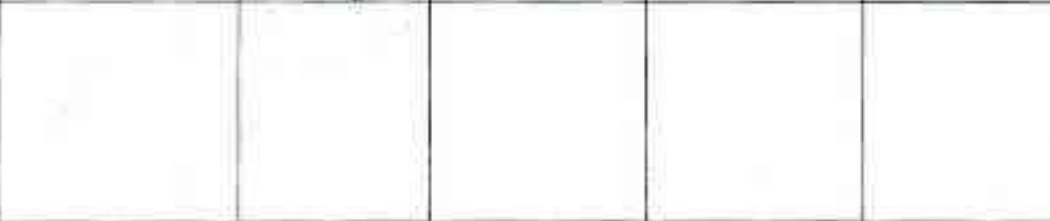
Thumb Fore Middle Ring Little



S. Anjan

LEFT HAND

Little Ring Middle Fore Thumb



RIGHT HAND

Thumb Fore Middle Ring Little





[Handwritten signature]

Registrar U/S 7(2)
District Sub. Registrar II
24 Pys (N) Barasat

08 DEC 2014

On 08/12/2014

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

Presented for registration at 18.15 hrs on :08/12/2014, at the Private residence by Sanjeeb Gupta
Claimant.

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

Execution is admitted on 08/12/2014 by

1. Dulal Chakraborty, son of Lt Motilal Chakraborty , 142, B. K. Paul Avenue, Thana:-Shyampukur,
District-Kolkata, WEST BENGAL, India. By Caste Hindu, By Profession : Retired Person
2. Mitali Chakraborty, wife of Dulal Chakraborty , 142, B. K. Paul Avenue, Thana:-Shyampukur,
District-Kolkata, WEST BENGAL, India. By Caste Hindu, By Profession : House wife
3. Sanjeeb Gupta
Director, Mahamani Properties Private Limited, A B-9, Salt Lake City, 1, , Thana-North Bidhannagar,
District-North 24-Parganas, WEST BENGAL, India.
. By Profession : Business

Identified By Pabitra Kumar Mukherjee, son of Lt Nihar Ranjan Mukherjee, 1/a Sultan Alam Road, ,
Thana:-Charu Market, District:-South 24-Parganas, WEST BENGAL, India. By Caste: Hindu, By
Profession: Others.

(Sushil Kumar Roy)
DISTRICT SUB-REGISTRAR-II

On 09/12/2014

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.-1,39,87,500/-

Certified that the required stamp duty of this document is Rs.- 20011 /- and the Stamp duty paid as
Impresive Rs.- 100/-

(Sushil Kumar Roy)
DISTRICT SUB-REGISTRAR-II

On 10/12/2014

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 : 4, 5(f), 53 of Indian Stamp Act 1899, also under section 5 of West Bengal Land
Reforms Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

Amount by Draft



(Sushil Kumar Roy)
DISTRICT SUB-REGISTRAR-II

10/12/2014 14:07:00

EndorsementPage 1 of 2

India, SWASTHYA BAHWAN, received on 10/12/2014

2. Rs. 17035/- is paid , by the draft number 250672, Draft Date 08/12/2014, Bank Name State Bank of India, SWASTHYA BAHWAN, received on 10/12/2014

(Under Article B = 65988/- ,E = 14/- ,H = 28/- ,M(b) = 4/- on 10/12/2014)

Deficit stamp duty

Deficit stamp duty Rs. 19915/- is paid , by the draft number 250671, Draft Date 08/12/2014, Bank : State Bank of India, SWASTHYA BAHWAN, received on 10/12/2014

(Sushil Kumar Roy)
DISTRICT SUB-REGISTRAR-II



A handwritten signature in black ink, appearing to be 'Sushil Kumar Roy'.

(Sushil Kumar Roy)
DISTRICT SUB-REGISTRAR-II





(Sushil Kumar Roy) 10-December-2014
DISTRICT SUB-REGISTRAR-II
Office of the D.S.R. - II NORTH 24-PARGANAS
West Bengal