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भारतीय गैर न्यायिक



पश्चिम बंगाल WEST BENGAL

5.11.14

R 234654

Certified that the document is admitted to registration. The signature sheet / sheet's and the endorsement sheet / sheet's attached with this document's are the part of this document

Registrar U/S. 7(2)
North 24-Parganas
Barrack
(S.S.R. 4)

05 NOV 2014

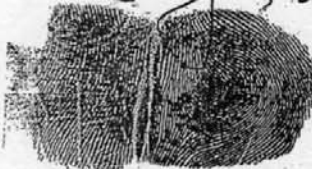
7 NOV 2014

THIS DEVELOPMENT AGREEMENT made this 5th day of November, Two Thousand and Fourteen

BETWEEN

103672

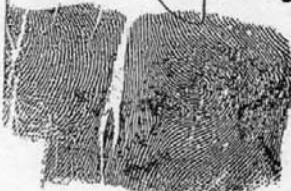
Sanjeet Gupte



VCIT
3085

MAHAMANI PROPERTIES PVT. LTD.

Sanjeet Gupte
Director



VCIT
3086

G.M. ENCLAVE PVT. LTD.

INOX AGENCY PVT LTD.

Chivdhara Projects Pvt Ltd

BHANUPRIYA MARKETING PVT. LTD.

Sanjeet Gupte

Director



Registrar U/S. 7(2)
North 24-Parganas
Barasat
(D.S.R.-4)

05 NOV 2014

A. K. Chowdhary & Co.
Advocates

10, Old Post Office Street
Room No. 21, 1st Floor, Kol-1

NAME.....
ADD.....
Rs.....

31 OCT 2014

SURANJAN MUKHERJEE

Licensed Stamp Vendor

10, Old Post Office Street
Room No. 21, 1st Floor, Kol-1

31 OCT 2014

Sandip Bhattacharya
(SANDIP BHATTACHARJEE)
S/o LATE BIREN BHATTACHARJEE
P-530A, H.L. SARKAR ROAD
BANSDRONI, KOL. 700070
SERVICE

(1) **M/S. G.M. ENCLAVE (P) LTD** a Company within the meaning of the Companies Act 1956 having its registered office at 49, A.N. Saha Road, P.S. Lake Town, Kolkata - 700 048 and local Corporate Office at AB - 9, Salt Lake City, Sector - 1, P.S. Bidhannagar (North), Kolkata - 700 064, and (2) **M/S. INOX AGENCY (P) LTD** a Company within the meaning of the Companies Act 1956 having its registered office at AB - 9, Salt Lake City, Sector - 1, P.S. Bidhannagar (North), Kolkata - 700 064, and (3) **M/S. SHIVDHARA PROJECTS (P) LTD** a Company within the meaning of the Companies Act 1956 having its registered office at AB - 9, Salt Lake City, Sector - 1, P.S. Bidhannagar (North), Kolkata - 700 064, and (4) **M/S. BHANUPRIYA MARKETING (P) LTD** a Company within the meaning of the Companies Act 1956 having its registered office at AB - 9, Salt Lake City, Sector - 1, P.S. Bidhannagar (North), Kolkata - 700 064, all the abovenamed companies are being represented by **MR. SUJIT GUPTA** son of Sri Gopal Prasad Gupta, residing at AB-9, Salt Lake City, Sector - 1, Kolkata - 700 064, being the common Director of the abovenamed Companies, and are hereinafter collectively referred to and called as the "**OWNERS-VENDORS**" (which terms and expressions shall unless excluded by or repugnant to the context be deemed to mean and include its respective successors and successors at office, executors, administrator, representatives and assigns and nominee or nominees) 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, 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: THE OWNERS HAVE REPRESENTED THE DEVELOPER :-

A) One Bireswar Das, Dharendra Nath Das, Jagbandhu Das, Provash Nalini Das, Shakti Prosanna Konar, Shanti Prosanna Konar, Kanti Prosanna Konar, Nanda Rani Devi Konar were the joint owners of ALL THAT piece and parcel of land measuring an area of 80 decimals at Mouza- Panihati, J.L. no. 10, R.S. Dag nos. 1114 & 1115, R.S. Khanda Khatian nos. 2102, 2112, 2113, 1748, 1763, 1778, C.S. Khatian no. 1001, Police Station Khardah, District 24 Parganas.

B) On 15.06.1973 the said Bireswar Das, Dharendra Nath Das, Jagabandhu Das, Provash Nalini Das, Shakti Prosanna Konar, Shanti Prosanna Konar, Kanti Prosanna Konar, Nanda Rani Devi Konar jointly sold, transferred and conveyed ALL THAT piece and parcel of land measuring an area of 80 decimals at Mouza- Panihati, J.L. no. 10, R.S. Dag nos. 1114 & 1115, R.S. Khanda Khatian nos. 2102, 2112, 2113, 1748, 1763, 1778, C.S. Khatian no. 1001, Police Station Khardah, District 24 Parganas unto and in favour of Manoranjan Ghosh by a registered Deed of Sale duly registered with the office of Additional District Sub Registrar at Barrackpore and recorded in Book no. I, Volume no. 46, Pages no. 45 to 51, Being no. 2329.

C) On 17.08.1973 the said Manoranjan Ghosh sold, transferred and conveyed a part of the said land measuring an area of 9 Cottahs, 3 Chittacks and 40 Sq. ft. under C.S. Khatian no. 1001, R.S. Dag no. 1115 at Mouza Panihati, J.L. no. 10, Police Station Khardah, District 24 Parganas unto and in favour of Pankaj Kumar Mukherjee, Mantu Ranjan Das by a registered Deed of Sale duly registered with the office of Sub Registrar at Barrackpore and recorded in Book No. I, Volume no. 55, Pages no. 71 to 75, Being No. 3208 for the year 1973.

D) On 29.03.1974 the said Manoranjan Ghosh sold, transferred and conveyed a part of said land measuring an area of 1 Bigha, 5 Cottahs and 30 Sq. ft. under C.S.

Khatian no. 1001, R.S. Dag no. 1114 at Mouza Panihati, J.L. no. 10, Police Station Khardah, District 24 Parganas unto and in favour of Pankaj Kumar Mukherjee, Mantu Ranjan Das, Sadhan Chandra Dutta by a registered Deed of Sale duly registered with the office of Sub Registrar at Barrackpore and recorded in Book No. I, Volume No. 28, Pages No. 127 to 131, Being No. 1437.

E) The said Pankaj Kumar Mukherjee and Mantu Ranjan Das filed a Title Suit being T.S. No. 3 of 1984 before the Learned 1st Court of Munsiff at Alipore against Sadhan Chandra Dutta for declaration that the said Sadhan Chandra Dutta was the benamdar of said Pankaj Kumar Mukherjee and Mantu Ranjan Das and on 16.03.1984 the Learned Court passed a decree and declared that the said Pankaj Kumar Mukherjee and Mantu Ranjan Das became the joint owners of the land measuring 1 Bigha, 5 Cottahs and 30 Sq. ft.

F) The said Pankaj Kumar Mukherjee died intestate leaving behind him surviving his one son Ananta Mukherjee and three daughters Sona Rani Mukherjee, Sima Chatterjee, Rinku Gupta as his legal heirs and successors to inherit the said property left by Pankaj Kumar Mukherjee as per law of inheritance.

G) On 02.06.2009, the said Ananta Mukherjee, Sona Rani Mukherjee, Sima Chatterjee, Rinku Gupta sold, transferred and conveyed ALL THAT piece and parcel of land measuring an area of 4 Cottahs, 3 Chittacks and 40 Sq. ft. together with structure standing thereon in R.S. Dag no. 1115, R.S. Khanda Khatian no. 2113 thereafter 1446, new Khatian no. 2177 at Mouza Panihati, J.L. no. 10, Police Station Khardah, District 24 Parganas (North) unto and in favour of G.M. Enclave Pvt. Ltd. by a registered Deed of Sale duly registered with the office of Additional Registrar of Assurance at Kolkata and recorded in Book no. I, CD Volume no. 12, Pages no. 4018 to 4032, Being no. 5413 for the year 2009.

H) On 02.06.2009 the said Mantu Ranjan Das sold, transferred and conveyed ALL THAT piece and parcel of land measuring an area of 4 Cottahs, 13 Chittacks and 25 Sq. ft. together with structure standing thereon in R.S. Dag no. 1115, R.S. Khanda Khatian no. 2113 thereafter 1446, new Khatian no. 2178 at Mouza Panihati, J.L. no. 10, Police Station Khardah, District 24 Parganas (North) unto and in favour of G.M. Enclave Pvt. Ltd. by a registered Deed of Sale duly registered with the office of Registrar of Assurance at Kolkata and recorded in Book no. I, CD Volume no. 12, Pages no. 4006 to 4017, Being no. 5412 for the year 2009.

I) On 08.07.2009 the said Mantu Ranjan Das gifted and transferred ALL THAT piece and parcel of land admeasuring 3 Cottahs and 22 Sq. ft. together with structure standing thereon in R.S. Dag no. 1114, R.S. Khanda Khatian no. 2113 thereafter 1446, new Khatian no. 2178 at Mouza Panihati, J.L. no. 10, Police Station Khardah, District 24 Parganas (North) unto and in favour of Sibashis Das by a registered Deed of Gift duly registered with the office of Additional Registrar of Assurance II at Kolkata and recorded in Book no. I, CD Volume no. 15, Pages no. 2261 to 2271, Being no. 6958 for the year 2009.

J) On 08.07.2009 the said Mantu Ranjan Das gifted and transferred ALL THAT piece and parcel of land admeasuring 3 Cottahs and 22 Sq. ft. together with structure standing thereon R.S. Dag no. 1114, R.S. Khanda Khatian no. 2113 thereafter 1446, new Khatian no. 2178 at Mouza Panihati, J.L. no. 10, Police Station Khardah, District 24 Parganas (North) unto and in favour of Debashis Das by a registered Deed of Gift duly registered with the office of Additional Registrar of Assurance II at Kolkata and recorded in Book no. I, CD Volume no. 15, Pages no. 2221 to 2231, Being no. 6956 for the year 2009.

K) On 08.07.2009 the said Mantu Ranjan Das gifted and transferred ALL THAT piece and parcel of land admeasuring 3 Cottahs and 22 Sq. ft. together with structure standing thereon in R.S. Dag no. 1114, R.S. Khanda Khatian no. 2113 thereafter 1446, new Khatian no. 2178 at Mouza Panihati, J.L. no. 10, Police Station Khardah, District 24 Parganas (North) unto and in favour of Debashis Das by a registered Deed of Gift duly registered with the office of Additional Registrar of Assurance II at Kolkata and recorded in Book no. I, CD Volume no. 15, Pages no. 2221 to 2231, Being no. 6956 for the year 2009.

and recorded in Book no. I, CD Volume no. 15, Pages no. 2232 to 2242, Being no. 6957 for the year 2009.

L) On 25.11.2009 the said Debashis Das sold, transferred and conveyed ALL THAT piece and parcel of land admeasuring 3 Cottahs and 22 Sq. ft. together with structure standing thereon in R.S. Dag no. 1114, R.S. Khanda Khatian no. 2113 thereafter 1446, new Khatian no. 2245 at Mouza Panihati, J.L. no. 10, Police Station Khardah, District 24 Parganas (North) unto and in favour of M/s. Inox Agency (P) Ltd. by a registered Deed of Sale duly registered with the office of Additional Registrar of Assurance II at Kolkata and recorded in Book no. I, CD Volume no. 26, Pages no. 5587 to 5599, Being no. 12914 for the year 2009.

M) On 25.11.2009 the said Ashis Das sold, transferred and conveyed ALL THAT piece and parcel of land admeasuring 3 Cottahs and 22 Sq. ft. together with structure standing thereon in R.S. Dag no. 1114, R.S. Khanda Khatian no. 2113 thereafter 1446, new Khatian no. 2244 at Mouza Panihati, J.L. no. 10, Police Station Khardah, District 24 Parganas (North) unto and in favour of M/s. Bhanupriya Marketing (P) Ltd. by a registered Deed of Sale duly registered with the office of Additional Registrar of Assurance II at Kolkata and recorded in Book no. I, CD Volume no. 26, Pages no. 5630 to 5642, Being no. 12921 for the year 2009.

N) On 25.11.2009 the said Mantu Ranjan Das sold, transferred and conveyed ALL THAT piece and parcel of land admeasuring 3 Cottahs and 24 Sq. ft. together with structure standing thereon in R.S. Dag no. 1114, R.S. Khanda Khatian no. 2113 thereafter 1446, new Khatian no. 2178 at Mouza Panihati, J.L. no. 10, Police Station Khardah, District 24 Parganas (North) unto and in favour of M/s. G.M. Enclave (P) Ltd. by a registered Deed of Sale duly registered with the office of Additional Registrar of Assurance II at Kolkata and recorded in Book no. I, CD Volume no. 26, Pages no. 5656 to 5668, Being no. 12923 for the year 2009.

O) On 25.11.2009 the said Sibashis Das sold, transferred and conveyed ALL THAT piece and parcel of land admeasuring 3 Cottahs and 22 Sq. ft. together with structure standing thereon in R.S. Dag no. 1114, R.S. Khanda Khatian no. 2113 thereafter 1446, new Khatian no. 2246 at Mouza Panihati, J.L. no. 10, Police Station Khardah, District 24 Parganas (North) unto and in favour of M/s. Bhanupriya Marketing (P) Ltd. by a registered Deed of Sale duly registered with the office of Additional Registrar of Assurance II at Kolkata and recorded in Book no. I, CD Volume no. 26, Pages no. 5643 to 5655, Being no. 12922 for the year 2009.

P) On 03.02.2010 the said Ananta Mukherjee sold, transferred and conveyed ALL THAT piece and parcel of land admeasuring 3 Cottahs and 22 Sq. ft. together with structure standing thereon in R.S. Dag no. 1114, R.S. Khanda Khatian no. 2113 thereafter 1446, new Khatian no. 2177 at Mouza Panihati, J.L. no. 10, Police Station Khardah, District 24 Parganas (North) unto and in favour of M/s. G.M. Enclave (P) Ltd. by a registered Deed of Sale duly registered with the office of Additional Registrar of Assurance II at Kolkata and recorded in Book no. I, CD Volume no. 3, Pages no. 5002 to 5014, Being no. 1145 for the year 2010.

Q) On 03.02.2010 the said Rinku Gupta sold, transferred and conveyed ALL THAT piece and parcel of land admeasuring 3 Cottahs and 22 Sq. ft. together with structure standing thereon in R.S. Dag no. 1114, R.S. Khanda Khatian no. 2113 thereafter 1446, new Khatian no. 2177 at Mouza Panihati, J.L. no. 10, Police Station Khardah, District 24 Parganas (North) unto and in favour of M/s. Shivdhara Projects (P) Ltd. by a registered Deed of Sale duly registered with the office of Additional Registrar of Assurance II at Kolkata and recorded in Book no. I, CD Volume no. 3, Pages no. 5028 to 5040, Being no. 1147 for the year 2010.

R) On 03.02.2010 the said Sona Rani Mukherjee sold, transferred and conveyed ALL THAT piece and parcel of land admeasuring 3 Cottahs 10 Chittaks 07 Sq. ft. together with structure standing thereon in R.S. Dag no. 1114, R.S. Khanda Khatian no. 2113 thereafter 1446, new Khatian no. 2177 at Mouza Panihati, J.L. no. 10, Police Station Khardah, District 24 Parganas (North) unto and in favour of M/s. Shivdhara Projects (P) Ltd. by a registered Deed of Sale duly registered with the office of Additional Registrar of Assurance II at Kolkata and recorded in Book no. I, CD Volume no. 3, Pages no. 5041 to 5053, Being no. 1148 for the year 2010.

Shivdhara Projects (P) Ltd. by a registered Deed of Sale duly registered with the office of Additional Registrar of Assurance - II at Kolkata and recorded in Book no. I, CD Volume no. 3, Pages no. 5041 to 5053, Being no. 1148 for the year 2010.

S) On 03.02.2010 the said Sima Chatterjee sold, transferred and conveyed ALL THAT piece and parcel of land admeasuring 3 Cottahs and 22 Sq. ft. together with structure standing thereon in R.S. Dag no. 1114, R.S. Khanda Khatian no. 2113 thereafter 1446, new Khatian no. 2177 at Mouza Panihati, J.L. no. 10, Police Station Khardah, District 24 Parganas (North) unto and in favour of M/s. Inox Agency (P) Ltd. by a registered Deed of Sale duly registered with the office of Additional Registrar of Assurances - II at Kolkata and recorded in Book no. I, CD Volume no. 3, Pages no. 5015 to 5027, Being no. 1146 for the year 2010.

T) Since after the aforesaid purchase by virtue of the respective Deed of Conveyances the First Parties herein thus became seized and possessed of each of their respective portions of land under the respective Schedule thereunder and which had been adjacent to each other and total admeasuring a land area about 33 cottahs 15 chittaks 03 sq. ft. a little more or less and while seized and possessed thereof free from all encumbrances, the said M/s. G.M. Enclave (P) Ltd. and M/s. Inox Agency (P) Ltd. and M/s. Shivdhara Projects (P) Ltd. and M/s. Bhanupriya Marketing (P) Ltd. jointly executed a Deed of Amalgamation amongst themselves on 15.02.2011 and by which the said M/s. G.M. Enclave (P) Ltd., M/s. Inox Agency (P) Ltd., M/s. Shivdhara Projects (P) Ltd. and M/s. Bhanupriya Marketing (P) Ltd., the Owners herein amalgamated each of their plots of land into one single piece or parcel of amalgamated land and subsequently submitted the said Deed of Amalgamation alongwith the necessary application and other relevant documents before the Panihati Municipality seeking mutation of their names as the recorded joint owners of an amalgamated piece or parcel of land under a single Municipal Holding Number which have been subsequently approved by the Municipal Authorities and the First Party herein are jointly paying rates and taxes to the Panihati Municipality in respect of the 'Said Amalgamated Land' being ALL THAT piece and parcel of land measuring an area of 33 Cottahs, 15 Chittacks and 03 Square Feet lying and situated at Mouza Panihati comprised in J.L. No. 10, R.S. Dag Nos. 1114 & 1115, R.S. Khanda Khatian nos. 2113, 2102, 2112, 1748, 1763, 1778; subsequently recorded under modified L.R. Khatian nos. 2245, 2244, 2246, 2177, 2178, being a single Holding No. 175F under Ward No. 13 within the ambit of Panihati Municipality being Premises No. 143, Barrackpore Trunk Road, Kolkata- 700114, Police Station Khardah, District- 24 Parganas (North) morefully and particularly described in the FIRST SCHEDULE hereunder written and hereinafter for the sake of brevity referred to as the 'Said Land' and the First Parties herein are jointly seized and possessed thereof and are well and sufficiently entitled thereto free from all charges, claims, demands, attachments, liens, lispendenses, acquisitions, suits, injunctions and free from all sorts of encumbrances of whatsoever nature.

AND WHEREAS the owners are desirous of construction of a multi-storied building on the said plot of land consists with various numbers of floors according to the drawing, plan and specification;

AND WHEREAS the Developer have agreed with the Owners for the construction of the Multi-storied R.C.C. framed structure with built building containing various numbers of floors on the said plot of land as per drawing, plan and specifications which to be approved and duly signed by the owners and sanctioned by the competent authority and in conformity with the said details of construction under and subject to the terms and conditions hereinafter stated;

AND WHEREAS the owners hereby declare that the land is free from all encumbrances and the Owners have marketable title thereto.

AND WHEREAS the Developer has prior to this agreement made independent investigations about the title of the Owners;

raise any objection to the title of the Owners to the said plot of land any further. But the Developer or its nominee or the transferee may inspect with prior notice to the Owners for the owner's deeds, documents, etc. in connection with the said plot of land in possession of the Owners.

Now the parties herein to avoid any litigation in future have agreed to enter into this Agreement which contains the lawful terms and condition herein below :-

AND WHEREAS in this Agreement expression used herein shall unless it be contrary and/or repugnant to the context have the following meanings;

"THE OWNERS" shall mean namely M/S. G.M. ENCLAVE PRIVATE LIMITED, M/S. INOX AGENCY PRIVATE LIMITED, M/S. SHIVDHARA PROJECTS PRIVATE LIMITED and M/S. BHANUPRIYA MARKETING PRIVATE LIMITED described as the parties of the FIRST PART hereto holding 100% rights, title and interest of the "SAID LAND" described in "First Schedule" hereunder.

"SAID LAND" OR "DEMISED LAND" shall mean a plot of Land containing an area of 33 (Thirty Three) cottahs 15 (Fifteen) chittaks 03 (Three) Sq. ft a little more or less lying and situated at Mouza Panihati, comprised in part of R.S. Dag Nos. 1115 & 1114, comprised out of R.S. Khanda Khatian No. 2113 thereafter 1446 at present under new Khatian Nos. 2177, 2178, at present under Modified Khatian Nos. 2245, 2244, & 2246, J.L. No. 10, under P.S. Khardah, And rent payable to B.L. & L.R.O. BKP-II, Sodepur, part of Municipal Holding Nos. 175F within the Municipal Limits of Panihati Municipality, Ward No. 13, Premises No. 143, Barrackpore Trunk Road, Kolkata - 700 114, District 24-Parganas(N).

"AMALGAMATED LAND" / "AMALGAMATED PROPERTY" shall mean the 'said land' and / or the said property with other surrounding or adjacent land or lands and or properties already acquired and/or so may be acquired by the Developer and amalgamated and / or adjoined with the Said Land and or Said Property by the Developer in future.

"SAID BUILDING / SAID BUILDINGS" shall mean multi-storied building or buildings as shall be constructed in finished and habitable condition by the Developer confirming to the sanctioned plan or Revised Plan in the name of the owner and to be prepared, submitted only by the developer and sanctioned by the concerned Municipality on the "Said Land" described hereunder in the First Schedule only AND / OR on the Said Amalgamated Land as stated hereinabove.

"SAID PREMISES" shall mean the official identity of the "Said Land" with "Said Building" collectively.

"AMALGAMATED PREMISES" shall mean the official identity of the collective from of the said "Amalgamated Land" with one or more Buildings collectively.

"SANCTIONED PLAN" shall mean "Building Plan" for a multi-storied building on the "Said Land" OR a composite Plans showing several multi-storied buildings on the said "Amalgamated Land" and or "Amalgamated Properties" to be prepared and submitted by the Developer at its sole discretions and own costs And be sanctioned by the Competent Authorities and / or by Panihati Municipality.

"OWNERS' (FIRST PARTY'S) ALLOCABLE FLAT" OR "PORTION" shall mean, the Owner shall be entitled to get 30% (thirty percent) sanctioned areas including modified sanctioned areas of the proposed building in a manner of several numbers of residential flats in fully complete and in habitable nature togetherwith the facilities of water and electric connection togetherwith proportionate undivided interest or share of the land alongwith all proportionate rights on all common areas and facilities of the building and at the Said Premises, which to be allocated proportionately on each floor on the agreed percentage basis.

"DEVELOPER'S ALLOCATION" shall mean, save and except the said Owner's Allocation, all the residue flats, floors, parking places, shops and other portions of the said proposed Building or Buildings togetherwith undivided proportionate residue sharers of the Said Land OR of said Amalgamated Land alongwith all proportionate rights on all common areas and facilities of the building and at the Said Premises.

"BUILT-UP AREA" shall mean, the area of the "Said Flat" including the proportionate share of the staircase and landing of the same floor whereon the specified flat is situated,

"SUPER BUILT-UP AREA OF THE SAID FLAT" shall mean, the built-up area of the 'Said Flat' togetherwith 23% being the indivisible, proportionate shares of all common areas and / or common portions in the said premises added with the said Built-up area aggregating a "Total Measuring Area" of the "Said Flat" allocable to the owners.

"TRANSFEREES" shall mean and include all persons to whom any Transferable Areas are transferred or agreed to be so done.

"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;

"FORCE MAJURE": - Shall mean any natural calamities such as floods, earth quake, riots, severe labour disputes, and restraintion by the Order of any Court of Law, Statutory Authorities and any or all irresistible circumstances beyond the control of the Developer.

"TAX LIABILITIES": - The Landowner/s shall liable to pay the arrear dues if so shall be payable to Gram Panchayet, Municipality or Municipal Corporation and other statutory tax and outgoings liability till the period of execution of these presents and also the liability of payment of apportioned shares of tax in respect of his/her/their Allocable portions from the date of delivery of the physical possession thereof by the Developer to the Landowner/s.

"COMMON PORTIONS / COMMON AREAS" shall mean all the undivided and indivisible finished and unfinished areas, pathways erections and constructions and installation comprised in the said building and in the said premises for practical use and enjoyment of the Owners with the Developer or of its respective nominees specifically and categorically mentioned in the Fourth Schedule hereunder as expressed or intended and or may be provided by the Developer for common use and enjoyment of the Owners herein with future co-owners of the building individually or collectively.

"COMMON EXPENSES" shall mean and include all expenses to be incurred by the Owners herein with other future co-owners for the maintenance, management and upkeepment of the building or building and the expenses for the common purposes of the co-owners.

"COMMON PURPOSES" shall mean the purpose of managing and maintaining the Building or Buildings in particular the common portions, payments of Rates & Taxes etc. collections and disbursements, Mutation, Formation of Association, common interest relating to their mutual right and obligation for the purpose of unit/units .

"TOTAL AREA" shall according to its context mean the plinth area of the said flats and / or all the flats in the building including area being proportionate and undivided shares of common bath rooms, common lobbies, staircases, lift, caretaker's room and

small room or space for pump-meters etc. in the ground floor and also the thickness of boundary walls, internal walls, the pillars and all common portions and / or areas in the building as described in the Fourth Schedule and as may be provided that if any wall be common between two units one half of the area under such wall shall be included in each unit excluding the right to use ultimate roof and exterior walls of the said building.

"PROPORTIONATE OR PROPORTIONATELY OR PROPORTIONATE SHARE"
shall mean the proportion in which the [redacted] [redacted]

shall mean the proportion in which the built-up area of any single flats would bear to the entire undivided built-up-areas of all the flats collectively for the time being in the building or buildings PROVIDED THAT where it refers to the share of any rates and / or taxes relating to the common purposes and the common expense then such share shall mean the proportions in which the total amount of such taxes rates or expenses as shall be paid equally by the co-owners and such share shall be treated as such rates and / or taxes and common expenses as are being separately levied and the Proportionate Share of the "Said Land" / "Said Property" and / or "Said Amalgamated Land" / "Amalgamated Property" in a proportion to the measuring area of a single flat or unit out of the total measuring area of the entire undivided covered areas of all the flats and the units collectively in the building or buildings constructed comprised in the said property in the "Said Premises" or comprised in the said "Amalgamated Land" / "Amalgamated Property" in the said "Amalgamated Premises".

"SINGULAR" shall include the **"PLURAL"** and vice-versa.

AND

"MASCULINE" shall include the **"FEMININE"** and vice-versa.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Owners have hereby grant an exclusive License to the Developer to enter upon the said land under First Schedule and also hereby permit the Developer to construct Multi-storied Building/s on and upon the Owners' "Said Land" hereunder the First Schedule OR on the said proposed "Amalgamated Land" as defined and expressed hereinabove according to building plan or plans to be prepared by the Developer at its sole choice, discretion, and at the cost of the Developer and so to be sanctioned by the Municipal Authority and/or any revised plan or plans so may be subsequently prepared, submitted and obtained only by the Developer and sanctioned by the competent authority. It is expressively mentioned hereby that the Developer shall be fully entitled to prepare building plan in connection to the Said Land OR composite buildings plans by joining any other adjacent property with the said demised land mentioned hereinabove as "Amalgamated Land" at the sole choice discretion and at the cost of the Developer for which the First Party herein declare hereby its free consent and hereby give and confer unfettered exclusive rights to the Developer in respect of the rights, title, interest in the Said Land and the Owners also hereby declare that during whole time of preparations of Said Plan or Plans, and obtaining sanction thereto, constructions and completions of the multi-storied building OR buildings and obtaining Completion and or Occupancy Certificate thereof as well as selling of the "Developer's Allocation", the Owners shall not interfere in any manner and by any means and shall not be entitle to raise any objection and also shall not be entitle to create any obstructions thereof. It has been clearly agreed by and between the parties hereto that the Developer if deem fit and proper for the propose of maximum commercial exploitation of the Said Land shall be entitle to construct the Building/s deviating from the original sanctioned plan at its own risk and responsibility without creating any legal hazards to the Owners and in such an event shall be fully responsible by mates and bound to obtain the "Occupancy Certificate" by regularizing such deviations through revision plans and by paying the necessary

deviations NOR shall be entitle to claim any amount OR any constructed area out of the above account only other than the said Owners' Allocations agreed and stated hereinabove and described hereunder; and for all the work of development as well for the selling of Developer's Allocations to the outsider purchaser/s and also for the purpose of delivery of Owners' Allocations, the Owners herein have simultaneously with the execution of these presents delivered the peaceful vacate possession of the entire Said Land under the First Schedule to the Developer for all practical purposes for proper implementation of the terms and conditions of this Agreement.

2. It is agreed by and between the parties that subject to a perfect marketable title is found and/or made out by the Owners, the Owners shall be entitle to get 30% (thirty percent) sanctioned areas of the proposed building/s so to be constructed on the Owners' Land under the First Schedule as described hereinabove as "Owners' Allocable Portions" in fully complete and in habitable nature togetherwith the facilities of water and electricity connection together with the proportionate undivided interest or share out of the 'Said Land' along with all proportionate right on all common areas, common facilities in the proposed building or building/s thereon or thereupon. The said "Owners' Allocable Area" described in Part-I of the Second Schedule hereto togetherwith undivided proportionate shares in all common areas described in the Fourth Schedule and togetherwith proportionate share of the said land described hereunder the First Schedule and all the rights, benefits and appurtenances in connection to the said unit are collectively for the sake of brevity hereinabove and hereunder referred to as the "Owners' Allocation".

3. For the purpose of implementation of this agreement and execution of the entire work of development of multi-storied building/s and also for selling of the Developer's Allocation in favour of it's nominee/s and or assignee/s, the Owners herein shall after execution of these presents execute a General Power of Attorney in favour of the Developer and also of Sri Sanjeeb Gupta the nominated Director of M/s. Mahamani Properties Pvt. Ltd. It is expressly mentioned hereto that the Developer shall be uninterruptedly entitled to exercise the aforesaid General Power of Attorney for selling of the entire constructed portions togetherwith the undivided and impartable share of the said land under the First Schedule and or any portions thereof save and except the said "Owner's Allocations" to any intending Purchaser or Purchasers at any price and against such lawful terms and conditions as the Developer shall deem fit and proper. It is also 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 all such purposes 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. The said Power or Powers Of Attorney so to be granted by the First Party/Land Owners to the Second Party/Developers/ Builders and/or its nominee/s shall be exercised jointly or severally by the said Attorney/s **Sri Sanjeeb Gupta** and also any of the authorized director/s of the Second Party herein if there would be any inducted in future for the time being in force and shall form a part of this agreement; and the said Power or powers of Attorney shall be fully valid, enforceable and binding on the First Party till the "SAID PROPERTIES" and the entire Housing Project is fully and properly developed by the Developers/ Builders and that the transfer and/or conveyance of the flats, car parking spaces, shops and others together with undivided proportionate share of the land.