



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

17.12.16
 1-426/20/16
 Dev. Agreement
 Additional Registrar of
 Assurances-IV, Kolkata



Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheet attached to this document are the part of the Document.

V 777544

17 DEC 2016

Additional Registrar
 of Assurances-IV, Kolkata

1. THIS AGREEMENT FOR DEVELOPMENT is made on this 19th day of August Two Thousand and Sixteen (2016) BETWEEN (1) PANCHMUKHI VILLA LLP (PAN AASFP2568E) (IN AAF8063) (2) PANCHMUKHI SKY SCRAPER LLP (PAN AASFP2475J) (IN AAF7997) (3) PANCHMUKHI NIKETAN LLP (PAN AASFP2472R) (IN AAF7995), all are the LLP's incorporated under the Limited Liability Partnership Act 2008 and having their registered office at Room no 4A, 4th Floor, Metro Tower, 170, Chittaranjan Avenue, PS Jorasanko, PO Burra Bazar, Kolkata 700 007, represented by one of its Designated Partners **SRI ANIL KUMAR SARAF (PAN AKTPS7086H)** son of Sri Atma Ram Saraf by faith Hindu, by occupation Business, hereinafter called the **OWNERS** (which expression shall unless excluded by or repugnant to the subject or context hereof be deemed and include their successors-in-office, legal representatives administrators and/or assigns) of the **ONE PART**.

GANGOTE INFRA PROPERTIES PVT. LTD.

M. S. S. Saraf
 Director

Panchmukhi Skyscraper LLP
 Panchmukhi Niketan LLP
 Panchmukhi Villa LLP

Anil Kumar Saraf
 Designated Partner/Partner

162170
19 JAN 2016
C.M.M.'s Camp,
2, Durgachall Street, Kol-1

162170
Sushanta
High Court

~~ABANISH KUMAR DAS~~
Govt. Director Stamp Vendor
C.M.M.'s Camp,
2, Durgachall Street, Kol-1

ADDITIONAL REVENUE
OF ASSURANCES-IV, KOLKATA
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भारत सरकार
GOVERNMENT OF INDIA




अनिल कुमार सरिन
Anil Kumar Sarin

उम्र 57 / Year of Birth / 1971
57 / Male



8174 4122 8663

आधार - आम आदमी का अधिकार

भारत का विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

आ. 50 अकाश रम सरिन, प्लॉट नं. 755, 3B राम मोहन मुल्लिख गार्डन लाने, 000, साल्ट लेक स्टाडियम मेन गेट, कोलकाता, बंगाल, 700017

Address: 502 Akash Ram Sarin, MAN KARN, FLAT NO-755, 3B RAM MOHAN MULLIKH GARDEN LANE, 000, SALT LAKE STADIUM MAIN GATE, Kolkata, West Bengal, 700017


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 PO Box 16, 200, Registrar, Kolkata



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AND

GANGOTRI INFRAPROPERTIES PRIVATE LIMITED (PAN AAACP3950D) (CIN U70109WB2007PTC117277) a company registered under the Companies Act 1956 and having its registered office at Room no 4A, 4th Floor, Metro Tower, 170, Chittaranjan Avenue, PS Jorasanko, PO BurraBazar, Kolkata 700007, duly represented by one of its director **MR. MANOJ SINGH (PAN CZGPS2363P)** son of Sri Kedar Singh, by faith Hindu, by occupation Business, hereinafter called the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context hereof be deemed and include its successors-in-office, legal representatives administrators and/or assigns) of the **OTHER PART**.

WHEREAS:

- A)** One Upendra Chandra Ghosh was the absolute owner in respect of a piece and parcel of land measuring about 16 Cottahs a little more or less situate lying at and being premises No. 435, Jessore Road, P.S. DumDum, Kolkata 700 055.
- B)** While seized and possessed of the said property as absolute owner thereof, said Upendra Chandra Ghosh by virtue of a registered Deed of Lease dated 29th September, 1964 leased out the aforesaid property being premises No. 435 Jessore Road, P.S DumDum, Dist.24 Parganas, Kolkata 700 055 in favour of the Lessee, M/s. Aluminium & Alloys Industries for a period of 46 years commencing from 1st of October, 1964 with an option for renewal for a further period of 5 years on the terms and conditions as contained in the said Deed of Lease, which was registered before the Sub-Registrar at Cossipore, DumDum in Book No I, Volume No. 116, Pages 58 to 63, Being No. 7698 for the year 1964.
- C)** Said Upendra Chandra Ghosh died testate on 7th of May, 1965 after executing his last Will and Testament dated 28th of April, 1962 appointing his wife Smt. Saraju Bala Ghosh and Pradip Kumar Ghosh Executrix/Executor of the said Will and on Saraju Bala's death, Pradip Kumar Ghosh as sole Executor of the said Will.
- D)** Said Saraju Bala Ghosh being the Executrix of the said Will duly applied for grant of probate of the said Will before the Learned District Delegate at Alipore being Act 39 Case No. 97 of 1965.
- E)** During the continuation of the said probate proceedings, said Saraju Bala Ghosh died on 6th of November, 1970 and accordingly, said Pradip Kumar Ghosh being the surviving sole Executor of the said Will dated



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28th of April, 1962 continued the said probate proceeding.

- F) By an order dated 23rd December, 1970 passed in the said probate proceeding, said Pradip Kumar Ghosh was appointed as Administrator Pendente Lite in respect of the said Estate of Upendra Chandra Ghosh.
- G) Said Pradip Kumar Ghosh as Executor having need of urgent money in respect of the said Estate for payment of Estate Duty applied for permission for sale of the property as mentioned in the petition for payment of the amount to the Controller of the Estate Duty and accordingly, by an order dated 2nd July, 1980 passed in the said probate proceeding being Act 39, Case No. 97 of 1965, the Learned Court granted him permission to sale the aforesaid property and subsequently the Probate was granted on 6th of July, 1981.
- H) Said M/s. Aluminium & Alloys Industries, on the request of said Executor, Pradip Kumar Ghosh, had agreed to take 3 several perpetual leases for a period of 999 years in favour of Nitin Ramniklal Panchmia, Sushila Ramniklal Panchmia, Vila Jyotindra Panchmia and agreed to surrender their aforesaid unexpired period of Lease dated 29th September, 1964 in favour of the Lessors therein.
- I) By virtue of three registered Indentures all dated 11th March, 1981, said Pradip Kumar Ghosh, as Lessor, granted a perpetual leases for a period of 999 years in respect of a total piece and parcel of land measuring about 16 Cottahs together with structure standing thereon in three plots, namely 5 Cottahs, 6 Cottahs and 5 Cottahs respectively and in demarcated of the same in three plots out of which one plot measuring about 5 Cottahs in favour of Nitin Ramniklal Panchmia and another plot of land measuring about 6 Cottahs in favour of Smt. Sushila Ramniklal Panchmia and another plot of land measuring about 5 Cottahs in favour of Smt. Vila Jyotindra Panchmia and said M/s. Alluminium & Alloys Industries existing Lessee therein was the confirming Parties in those leases confirming the surrender of their lease and the aforesaid three perpetual leases have been registered before the Registrar of Assurance at Calcutta as per particulars given below :

Name	Book	Volume	Pages	Being	Year
Nitin Ramniklal Panchmia	I	54	225-239	1989	1981
Sushila Ramniklal Panchmia	I	125	47-59	1987	1981
Vila Jyotindra Panchmia	I	118	202-275	1988	1981



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- J) By virtue of said three indenture of Lease dated 11th March, 1981 Nitin Ramniklal Panchmia, Smt. Sushila Ramniklal Panchmia and Smt. Villa Jyotindra Panchmia became the perpetual Lessees in respect of the said demarcated plots of land totaling 16 Cottahs.
- K) While seized and possessed of said three perpetual Leases by the said three Lessees, namely Nitin Ramniklal Panchmia, Smt. Sushila Ramniklal Panchmia and Smt. Villa Jyotindra Panchmia by virtue of three registered Deed of Conveyances all dated 22nd December, 2005 said sold, conveyed and transferred their respective properties jointly in favour of Goutam Saha and his mother Karon Bala Saha (since deceased) on valuable consideration and the same was registered before the Registrar of Assurance at Calcutta as per the particulars given below :

Book No.	Volume No.	Pages	Being No.	Year
		1 to 28	11564	2006
		1 to 28	11562	2006
		1 to 28	11565	2006

- L) In the aforesaid three Sale Deed dated 22nd December, 2005, due to oversight and/or mistake the perpetual leasehold right, which was intended to be transferred by the said deeds were not mentioned and as such all the said three Vendor executed three registered Deed of Rectification and declaration dated 31st January, 2007 for rectification of the said mistakes by incorporating the words Perpetual Leasehold Interest in those deeds which was also duly registered before the Registrar of Assurance at Calcutta as per the particulars given below :

Book No.	Volume No.	Pages	Being No.	Year
		1 to 12	653	2007
		1 to 12	651	2007
		1 to 12	652	2007

- M) Thus by virtue of said three registered Deeds of Indenture dated 22nd December, 2005 and three Deeds of Rectification dated 31st January, 2007, the Goutam Saha and his mother Karon Bala Saha (since deceased) became the joint perpetual lessees in respect of the said



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piece and parcel of land measuring about 16 Cottahs being premises No. 435, Jessore Road, P.S. Dum Dum, Kolkata 700 055.

- N) Said Kanan Bala Saha died intestate on 26th March 2008 leaving behind her only son, Goutam Saha and two married daughters, namely Smt. Kajol Saha (Roy Chowdhury) and Smt. KumKum Saha as her legal heirs and representatives, who thus jointly inherited the undivided 50% share of said Kanan Bala Saha in respect of the said property i.e. each acquired 1/6th share.
- O) That by virtue of a registered Deed of Gift dated 25.02.2013 registered before ADSR Cossipore DumDum in Book No 1, CD Volume No 7, Pages 4186 to 4199, Being No 01957 of 2013 the said Kajol Saha (Roy Chowdhury) and Kum Kum Saha, two daughters of said Kanan Bala Saha jointly gifted their undivided 2/3rd share of right, title and interest in favour of their brother Goutam Saha.
- P) Thus by virtue of the said registered Deed of Conveyances dated 11th March, 1981 and the said registered Deed of Gift dated 25.02.2013, the Assignor/Vendor No.1 became the Perpetual Lessee in respect of the said piece and parcel of land measuring about 16 Cottahs together with structure standing thereon being municipal premises No. 435, Jessore Road, P.S DumDum, Dist.24 Parganas, Kolkata 700 055 (more fully described in the Schedule hereunder written) hereinafter referred to as the "said property".
- Q) The Party of the Second Part/Vendor is the Owner and/or the Reversionary Right Holder in respect of the aforesaid property.
- R) The present Purchasers being interested to acquire the absolute Ownership in respect of the aforesaid property approached both the Assignor being the Perpetual Lessee and said Reversionary Right Holder for transferring both the perpetual leasehold right as well as the Reversionary Right in respect of the aforesaid property and accordingly, both the Assignor and Vendor have agreed to transfer the aforesaid respective rights as stated above in favour of the Purchasers herein.
- S) By a registered Deed of Conveyance dated 10th March, 2016, said Assignor and Reversionary Right Holder/Vendor sold, conveyed and transferred the piece and parcel of land measuring about 16 Cottahs together with 1500 square feet RT structure standing thereon being Municipal Premises No. 435/11 Jessore Road, P.S DumDum, Dist.24



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Parganas, Kolkata 700 055, being Dag No-176, R.S. Khatian-47, JL NO 32/20, Mouza ShyamNagar, Ward No. 21, Sub-registry Office Cossipore DumDum, within South DumDum Municipality in favour of the Owners herein on valuable consideration and the same was registered before the Additional District Sub-Registrar, Cossipore, DumDum, and recorded in Book No I, Volume No 1506/2016, Pages 94453 to 94492, Being No. 150602428 for the year 2016.

- T) After purchasing the aforesaid property, the Owners have duly mutated their names in the record of the South DumDum Municipality vide Certificate No A-50270 dated 22/06/2016.
- U) The Party of the Other Part is a Real Estate Developer and Promoter engaged in the development of Real Estate properties in Kolkata and the Owners have approached the Developer with a proposal for developing the aforesaid amalgamated property and after discussion and negotiation, the Developer has accepted the said proposal of the Owners and the Parties hereto, accordingly, have now entered into a formal agreement recording the details terms and conditions as hereinafter contained.

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

ARTICLE - I

DEFINITIONS

In this Agreement unless contrary or repugnant thereto the following expression shall have the meanings:

- 1.1 NATURE OF DEVELOPMENT** subject to the terms and conditions of this Agreement, the Parties agree to develop the Property more fully described in the **FIRST SCHEDULE** hereunder written by constructing residential building/s as may be approved by the concerned Municipality and/or other authorities and as per the specifications more fully described in the **SECOND SCHEDULE** hereunder written and to sell the same by the Developer and realize the sale proceeds in the name of the Developer.
- 1.2 RATIO** shall mean the Owners will get **45%** and the Developer will get **55%** of the sale proceed in the aforesaid project.



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- 1.3 ARCHITECT** shall mean any person or persons, firm or firms of repute who may be appointed by the Developer for designing and planning of the proposed new building/s.
- 1.4 COMMON FACILITIES AND AMENITIES** shall mean and include corridors, hallways, staircase, lifts, passage-way, driveways, common lavatories, DG set of sufficient capacity, lifts pump, lighting for common spaces, pump room, meter room, security room, tube well, overhead tank, water pump and motor and other facilities as shall be provided for common use in the proposed development by the Developer.
- 1.5 DEVELOPER** shall mean the said **M/S. GANGOTRI INFRAPROPERTIES PRIVATE LIMITED** and shall mean and include its successor or successors in interest and assigns.
- 1.6 DEVELOPER'S ALLOCATION/SHARE** shall mean All That the 55% of the sale proceeds in respect of the proposed complex and car parking spaces, both open and covered, which shall be treated as Developer's allocation and/or Developer's share;
- 1.7 NEW BUILDING/BUILDINGS** shall mean and include the building or buildings to be constructed erected and completed by the Developer in accordance with the map or plan to be sanctioned by South DumDum Municipality on the entirety of the said property.
- 1.8 OWNERS** shall mean the said **1) PANCHMUKHI VILLA LLP (PAN AASFP2568E) (IN AAF8063) (2) PANCHMUKHI SKY SCRAPER LLP (PAN AASFP2475J) (IN AAF7997) (3) PANCHMUKHI NIKETAN LLP (PAN AASFP2472R) (IN AAF7995)**, all are the LLP's incorporated under the Limited Liability Partnership Act 2008 and having their registered office at Room no 4A, 4th Floor, Metro Tower, 170, Chittaranjan Avenue, PS Jorasanko, PO Burra Bazar, Kolkata 700 007 and shall mean and include their successor or successors in interest and assigns.
- 1.9 OWNERS' ALLOCATION/SHARE** shall mean All That the 45% of the sale proceeds in respect of the proposed complex and car parking spaces, both open and covered, which shall be treated as Owners' allocation and/or Owners' share.
- 1.10 PROPERTY** shall mean All That the piece and parcel of land measuring about **16 Cottahs** together with 1500 square feet RT structure standing



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thereon being Municipal Premises No. 435/11 Jessore Road, P.S DumDum, Dist.24 Parganas, Kolkata 700 055, being Dag No-176, R.S. Khatian-47, JL No 32/20, Mouza ShyamNagar, Ward No. 21, Sub-registry Office Cossipore DumDum, within South DumDum Municipality as fully described in the **First Schedule** hereunder written.

- 1.11 PLAN** shall mean the plan or plans to be prepared by the Architect for the Development of the said property by constructing new building/s, as sanctioned by the South DumDum Municipality with any modifications and/or alterations, which may be necessary and/or required.
- 1.12 SALEABLE SPACE** shall mean the constructed space in the new building and/or buildings, available for independent use and occupation after making due provisions for the area required for common facilities and amenities.
- 1.13 SPECIFICATION** shall mean the specifications required for the purpose of construction of the said new building/s (morefully and particularly described in the **SECOND SCHEDULE** hereunder written)
- 1.14 TRANSFER** with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multistoried building to the purchasers thereof.
- 1.15 TRANSFEREE** shall mean any person including but not limited to an individual, HUF, firm, LLP, limited company, association of persons to whom any space in the new building has been transferred.
- 1.16** Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- 1.17** Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.



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ARTICLE - II
REPRESENTATION AND ASSURANCE BY THE OWNERS

2. At or before entering into this agreement, the Owners have assured and represented to the Developer as follows :
- i) That the Owners are the absolute Owners of the entirety of the said property and the Owners have a marketable title in respect thereof.
 - ii) That the said property is free from all encumbrances, charges, liens, lispendents, attachments, whatsoever or howsoever.
 - iii) That excepting the present Owners nobody has any right, title, interest, claim, demand, whatsoever or howsoever, in respect of said property.
 - iv) That there is no notice of acquisition or requisition received or pending in respect of the said property lying & situated at **Municipal Premises No 435/11 Jessore Road, P.S DumDum, P.O Bangur Avenue, Dist.24 Parganas, Kolkata 700 055** or any portion thereof.
 - v) The Parties of the Other Part have also given to understand that the said property do not fall under the Urban Land (Ceiling and Regulation) Act, 1976.
 - vi) The Owners have declared to the Developer that the Owners have a marketable title in respect of the said property without any claim, right, title, interest of any person thereon or therein and the Owners have absolute right to enter into this agreement with the Developer and the Owners hereby undertake to indemnify and keep the Developer indemnified against any Second party's claims actions and demands, whatsoever, with regard to the title and ownership of the Owners.
 - vii) That the Owners have not entered into any agreement with any person or persons/company or companies in connection with the development/sale/transfer of their right, title, interest in respect of the said property or any portion thereof prior to execution of this Development Agreement and that they are free



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to enter into this Agreement for Development with the present Party of the Other Part.

- viii) That presently the Owners are in khas and vacant possession of the said premises.
- ix) That no agreement for sale, transfer, lease and/or development is existing nor have the owners created any interest of a Second party into or upon the said premises or any part or portion thereof.
- x) That all municipal rates taxes and other outgoings payable in respect of the said property has been paid and/or shall be paid by the owners upto the date of execution of this Agreement.

Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof the Developer has agreed to undertake development of the said premises, make payment of the advances and to incur all costs charges and expenses for undertaking development of the said premises on the terms and conditions hereinafter appearing.

ARTICLE - III COMMENCEMENT

- 3.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from 15/05/2016 (hereinafter referred to as the COMMENCEMENT DATE).
- 3.2 This Agreement shall remain in full force and effect until completion of the said project unless determined and/or terminated in the manner hereinafter stated or unless agreed to between the parties in writing.

ARTICLE - IV GRANT OF DEVELOPMENT RIGHT

- 4.1 In consideration of the mutual covenants herein contained and on the part of the parties hereto to be paid performed and observed and in future consideration of the Developer having agreed to incur all costs charges and expenses for undertaking development of the said premises, the Owners have agreed to grant the exclusive right of development in respect of the said premises unto and in favour of the Developer to enable the Developer to undertake development of the



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said premises by way of vacating the premises from the tenants/occupiers therein by way of legal means and/or monetary compensation and constructing a new building and/or buildings in accordance with the plan to be sanctioned by the concerned Authorities with or without amendment and/or modification thereon made or cause to be made by the Developer hereto.

- 4.2** All applications, plans and other papers documents as may be required by the Developer for the purpose of obtaining necessary sanction from the Appropriate Authorities shall be prepared and submitted by the Developer on behalf of the Owners at their own costs and expenses after making necessary alterations and/or modifications thereof having been mutually approved in consultation with the Owners and the Developer shall pay and bear all fees including Architect's fees charges and expenses required to be paid or deposited for exploration of the said property and has agreed to indemnify and keep indemnified the Owners from and against all actions, suits, proceedings, fines, penalties, any fees payable to architect/structural engineer etc. all costs, charges, expenses and damages incurred or suffered by the Owners.
- 4.3** Nothing in these presents shall be construed a demise or assignment or conveyance in law by the Owners for the said property or any part thereof to the Developer or creating any right, title or interest in respect thereof to the Developer, unless so mentioned, other than an exclusive license to the Developer to commercially exploit the same in terms hereof and to deal with the entire sale proceeds, as aforesaid, in the new building/s and the development in the manner hereinafter stated.

ARTICLE - V
PLAN – PERMISSIONS

- 5.1** That the Developer will apply for obtaining Sanctioned Plan from South DumDum Municipality with due approval of the Owners.
- 5.2** It has been agreed between the parties that both the Owners and the Developer shall instead of demarcating their respective allocations in the proposed building; they shall share the sale proceeds out of the aforesaid project in the ratio and in the manner as stated herein before.



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- 5.3 To commence the construction of the proposed building within six months from the date of obtaining the sanctioned plan of the proposed building from the South DumDum Municipality and to complete the construction of the proposed building within 36 months from that date of commencement of construction thereof. If however, the Developer is unable to complete the construction within the aforesaid period, then a further extension of time for 12 months will be availed by the Developer.
- 5.4 That both the Owners and the Developer shall jointly execute necessary Deed of Conveyances in respect of the respective units, car parking space, etc. in the proposed building in favour of the prospective Purchasers and the entire sale proceeds shall be deposited into Bank Account to be opened and operated by the Developer. Provided, however, the Developer shall furnish duly authenticated copy of the Bank Statement every month to the Owners through the **Owner No 1** who have been duly authorized by all the other Owners.
- 5.5 That on completion of the building, the Developer shall furnish the certificate of the structural engineers of the Architect about the structural stability of the aforesaid building and the Developer shall be responsible for rectifying and/or removing any defect in the construction or any damages (due to any defective construction), if detected during the period of one year from the date of completion of the building and handing over the possession of the respective flats to the prospective buyers, whichever is earlier.
- 5.6 The Developer shall indemnify and keep indemnified the Owners against all losses, damages, costs, charges, expenses that may be incurred or suffered by the Owners on account of arising out of any breach of any of the terms of these presents or any laws, rules, regulations or due to any accident or mishap during the progress of construction or due to any claim made by the Second Party in respect of such construction or otherwise howsoever.
- 5.7 It shall be the responsibility of the Developer to construct the maximum possible space in conformity with the Rules and Bye-laws of the Authorities concerned for maximum commercial benefit of the said property with modern style and utilizing the FAR as per rules of the South DumDum Municipality or any other concerned authority.



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- 5.8 The Developer shall take necessary steps for getting electricity connection, water connection, reservoir, sewerage connection, apportionment Municipal tax, installation of generator but the costs of such facilities shall be paid and/or borne by the Purchasers of the respective units in proportionate to the respective shares in the space in the said premises.

ARTICLE – VI OBLIGATIONS

6. The Developer shall :
- i) The Developer shall pay a sum of **Rs.63,00,000/-** (Rupees Sixty Three Lacs only) as refundable interest free deposit to the Owners on or before 31st December 2016.
 - ii) The interest free Security Deposit, however shall be refunded by the Owners to the Developer after the completion of the aforesaid project and/or at the time of finalization of the Sale proceeds by the Developer.
 - iii) Take such steps as are necessary to divert all pipes, wires, cables or other conducting media in under or above the property or any adjoining or neighbouring property and which need to be diverted as a result of the development.
 - iv) Install all electricity, gas, water, telecommunications, services and surface and water drainage system to the property and shall ensure that the same connect directly to the mains.
 - v) Remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the plan and has agreed to keep the Owners, its officers and/or directors saved, harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.
 - vi) Remain responsible for any accident and/or mishap taking place while undertaking, constructing, erecting and completing the said new building and/or buildings in accordance with the sanctioned plan and has agreed to keep the Owners, its officers, saved, harmless and fully indemnified from and against all costs, charges, claims, actions suits and proceedings.
 - vii) Take all necessary steps and/or obtaining all permissions approvals and/or sanctions as may be necessary and/or required



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- and shall do all acts, deeds and things required by any statute and comply with the lawful requirements of all the Authorities
- viii) Incur all costs, charges and expenses for the purpose of constructing, erecting and completing the said new building/s in accordance with the sanctioned plan.
 - ix) Make proper provision for security of the said property during the course of development.
 - x) Not allow any person to encroach nor permit any encroachment by way of person and/or persons into or upon the said property or any part or portion thereof.
 - xi) Not expose the Owners to any liability and shall regularly and punctually make payment of the fees and/or charges of the architect, engineer and other consultants as may be necessary and/or required for the purpose of construction, erection and completion of the said new building/s.
 - xii) To remain solely liable and/or responsible for all acts, deeds, matters and things for undertaking construction of the said new building and/or buildings in accordance of the plan and to pay perform and observe all the terms, conditions, covenants and obligations on the part of the Developer to be paid performed and observed.
 - xiii) The Developer alone (to the exclusion of the Owners) shall be responsible and liable for payment of any wages or compensation or other moneys payable to any workmen, contractor of the Developer for any work, dispute, accident or injury to such persons in the course of the proposed development on the Schedule Property. The Developer and/or its contractors shall comply with all labour laws including ESIC, Provident Fund and Insurance payments and settle disputes and claims in the event of death or injury to any persons on site engaged during development of the said property.

ARTICLE - VII

SPACE ALLOCATION/SHARING SALE PROCEEDS

- 7.1 Both the Owners and the Developer have jointly agreed that instead of allocating separately by demarcating the portions in the proposed building complex, the aforesaid project shall be completed by the Developer on revenue sharing basis. Accordingly, it has been agreed



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that all the respective units and car parking spaces in the aforesaid project shall be dealt with by the Developer with the prospective purchaser or purchasers and the Developer shall realize the entire sale proceeds thereof.

- 7.2 It has been agreed between the Owners and the Developer that out of the sale proceeds, the Owners will get 45% after deducting 2% of the same on account of the brokerage, 1% on account of publicity and 1% on account of contingency expenses and the Developer will get the remaining 55% sale proceeds out of which they shall be solely responsible for incurring all expenses for completion of the construction of the building and also 2% on account of the brokerage, 1% on account of publicity and 1% on account of contingency expenses.
- 7.3 It has been agreed between the Owners and the Developer that a bank account will be opened by the Developer and the entire sale proceeds of the aforesaid project shall be deposited in the said bank account to be operated by the Developer.
- 7.4 The Developer shall maintain proper books of account in respect of the aforesaid project which shall be completely transparent and the Owners and/or their representative shall have full right to the periodical inspection of the same.
- 7.5 After commencement of the aforesaid project, the Developer shall be liable to furnish the accounts quarterly/half yearly to the Owners in respect of the aforesaid project.
- 7.6 Sale price of the respective units and/or car parking spaces, however, shall be settled by the Developer with due concurrence of the Owners. Aforesaid sale proceeds, however, shall be varied from time to time according to the progress of the aforesaid project as may be decided both by the Owners and the Developer.
- 7.7 Both the Owners and Developer has further jointly agreed that any amount received by the Developer on behalf of the Owner's Share and the reimbursement of the same to the Owners will not be treated as a Service by the Developer to the Owners but a commercial expediency in respect of the Owners Share.



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- 7.8 All the agreements of the respective flats and/or car parking shall be entered into jointly by the Owners and the Developer.

**ARTICLE – VIII
OWNERS' OBLIGATIONS**

- 8.1 The Owners have agreed :
- i) To extend all co-operation with the Developer in all respect for development of the aforesaid property in terms of this Agreement.
 - ii) To sign and execute necessary document or documents as may be found necessary including any declaration as may be required from time to time by the Developer for obtaining required permissions, approvals and/or sanctions to enable them to undertake the construction of the new buildings in accordance with the sanctioned plan.
 - iii) (If at all required) To execute a Registered General Power of Attorney in favour of the Developer or its nominee or nominees to enable the Developer to obtain the sanctioned plan and/or revalidation and/or modification of the sanctioned plan, if necessary in the proposed buildings/building complex from the Appropriate Municipal Authority and to do such other acts, deeds and things which are necessary and/or required towards the construction work of the proposed building/buildings/complex and for entering into Agreements For Sale and also Sale deeds of the respective flats to the prospective purchasers and also for implementing the terms and conditions of this Development Agreement.
 - iv) To execute the Deed of Conveyance in respect of undivided proportionate share of land attributable to the respective units in the aforesaid project in favour of the intending purchasers of flats or units.

**ARTICLE – IX
DEFAULT AND REMEDIES**

- 9 Unless prevented by circumstances beyond its control if the Developer shall not commit any default and/or breaches of any of the terms and conditions herein contained and on the part of the Developer to be paid performed and observed or in the event of the Developer failing to complete the said new Building and/or Buildings within the completion



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date as herein before recited then and that event without prejudice to any of the risk claims contentions, which the Owners may have against the Developer, the Developer shall be liable and has agreed to pay to the Owners a sum of Rs.5,000/- per day as and by way of predetermined liquidated damages until such time the construction of the said new Building is completed.

ARTICLE – X PROJECT DECISIONS

- 10** The Developer shall, in the best interest of the project and based on techno-commercial feasibility, be empowered to take binding decisions in respect of matters including, but not limited to the following :
- i) Nature of Development : Residential;
 - ii) Materials to be used for the Project;
 - iii) Name of the Project has been initially fixed as “**PANCHMUKHI VILLA**” or can be changed to such other name as may be mutually agreed between the parties.

ARTICLE – XI PROCEDURE

- 11.1** If at all required the Owners shall execute and register a Power of Attorney in favour of the Developer and/or its representative/s as may be required for the purpose of obtaining necessary permission approvals and sanctioned from different Authorities in connection with the development of the said property and construction of the new building/s and also for pursuing and following up the matter with the various statutory authorities like Urban Land (Ceiling and Regulation) Act, 1976, Fire Department, West Bengal Promoter Act etc. and other statutory authorities and for booking and/or receiving advance from the prospective purchaser/s.
- 11.2** Immediately upon the Developer's obtaining the sanction plan for construction of the New Building for development of the said property, the Developer shall be entitled to demolish the existing structure. The Developer shall bear and pay all the Municipal taxes and other taxes related to the said property immediately from the date of receiving vacant possession of the said property and till the date of completion of the aforesaid project. The Developer shall indemnify and keep



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indemnified the Owners from and against non-payment thereof.

ARTICLE – XII BUILDING

- 12.1** The Developer shall at its own costs and efforts construct erect and complete the New Building/s at the said property in accordance with the Plan to be sanctioned by the South DumDum Municipality as per the specification described in the **SECOND SCHEDULE** hereunder written with first class materials as may be certified by the Architect and the same shall be completed within the said completion date.
- 12.2** Subject as aforesaid the decision of the Architect regarding the quality of the materials shall be final and binding between the parties hereto and the said New Building/s will be constructed erected and completed in accordance with the specification details whereof are mentioned in the **SECOND SHCEDULE** hereunder written.
- 12.3** The Developer shall install and erect in the said New Building/s at its own costs lift/lifts and generator of sufficient capacity as may be required for the purpose of running water pump, lift, lighting common spaces/staircases, tube well, water tanks of sufficient capacity overhead/underground reservoir, electrification. Till permanent electric connection is obtained, a temporary electric connection shall be provided and other facilities as are required to be provided in a residential and/or multi storied building in the said locality having self contained apartment for sale on ownership basis therein, or as may be mutually agreed.
- 12.4** The Owners and the Developer have agreed to share the proportionate charges as per the ratio mentioned above for payment of the deposit to CESC and HT/LT line charges for cable restoration, transformer, generator, meters and sub-meters and other charges on account of various facilities and amenities provided in the said development and/or the said property, hereinafter referred to as 'EDC' (Extra Development Cost) it being expressly agreed that all such charges shall in the first instance paid and borne by the Developer and the Owners shall realize the proportionate charges from its intending purchasers and reimburse the Developer to that extent, **PROVIDED HOWEVER** that if within a period of six months from the date of completion of the building, the total amount on account of such proportionate share



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payable by the Owners to the Developer is not reimbursed, then such dues will be deducted directly from the Owner's allocation by the Developer.

- 12.5** The Developer shall be authorized in the name of the Owners in so far as necessary to apply for and obtain quota entitlement and other allocation of or for cement, steel, bricks and other building materials allocable to the Owners for construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity, power, drainage, sewerage and/or gas to the proposed New Building/s and other inputs and facilities required for the construction or for the better enjoyment of the building for which purpose the Owners shall execute in favour of the Developer or its representative/s as Power of Attorney (if at all required) and other authorities as shall be required by the Developer. Power of Attorney (if issued) shall remain in force until the completion certificate is issued by the concerned authority and complete commercial exploitation of the said project by the Developer.
- 12.6** The Developer shall at its own costs and expenses and without creating any financial and other liability on the Owners construct and complete the New Building/s and various units and/or apartments therein in accordance with the sanctioned building plan/any amendment thereto or modification thereof made or caused to be made by the Developer.
- 12.7** All costs charges and expenses including Architect's/structural engineer's fees shall be discharged by the Developer and the Owners shall bear no responsibility in this context.
- 12.8** The Owners shall not cause any obstruction or interference in the Developer continuing with the construction, erection and completion of the said New Building and the development of the said property.

ARTICLE – XIII RESTRICTIONS

- 13.1** After the aforesaid project is completed and possession of the respective residential units are delivered to the intending purchaser or purchasers by the Developer, they (Purchasers) shall hold possess and enjoy their respective portions subject to the following restrictions:



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- a) To co-operate with the other co-purchasers and the Developer in the management and maintenances of the said building.
- b) To observe the rules framed by the parties hereto from time to time by the Developer and upon formation of the Association or Private Limited Company for quiet and peaceful enjoyment of the said Building/Complex as a decent Building/Complex.
- c) To allow the Developer and/or a person claiming through or under the Developer with or without workmen to enter into any Unit for the purpose of maintenance and repairs.
- d) To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said Building proportionately for the building and/or common parts/areas and wholly for the unit and/or to make deposits on account thereof in the manner mentioned hereunder to or with the Developer and upon the formation of the Association or Cooperative Society or Private Limited Company. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the said Unit has been taken or not by the Intending Purchaser.
- e) To deposit the amounts reasonably required with the Developer or in a separate Bank Account to be open for such purpose and upon the formation with the Association or Private Limited Company as the said case may be towards the liability for the rates and taxes and other outgoings.
- f) To pay charges for electricity in or relating to said Flat/Unit wholly and proportionately relating to the common parts.
- g) Not to sub-divide the said Unit and/or the Parking Space or any portion thereof.
- h) Not to do any act deed or thing or obstruct the construction and completion of the said building in any manner whatsoever and notwithstanding any temporary construction in the Purchaser's enjoyment of the said Unit.
- i) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said Building and/or compound or any portion of the building.
- j) Not to store or bring and allow to be stored and brought in the said Unit any goods, hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the



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- building or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner.
- k) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
 - l) Not to fix or install air conditioners in the said Unit save and except at the places which have been specified in the said Unit for such installation.
 - m) Not to do or cause anything to be done in or around the said Unit which may cause or tend to cause or the amount to cause or affect any damage to any flooring or ceiling of the said Unit or adjacent to the said Unit or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
 - n) Not to damage or demolish or cause to be damaged or demolished the said Unit or any part thereof or the fittings and fixtures affixed thereto.
 - o) Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said Unit which in the opinion of the Developer differs from the colour scheme of the building or deviation of which in the opinion of the Developer may affect the elevation in respect of the exterior walls of the said building.
 - p) Not to install grills the designs of which have not been suggested or approved by the Architect.
 - q) Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Unit or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
 - r) Not to make in the said unit structural addition and/or alteration such as beams, columns, partition walls, etc. Or improvement of a permanent nature except with the proper approval in writing of the Developer and/or any concerned authority.
 - s) The Purchaser shall not fix or install any antenna on the roof or terrace of the said building nor shall fix any windows antenna excepting that the Purchaser shall be entitled to avail of the cable connection facilities to be provided by the Developer to



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- the Purchaser and also the other Owners of the Units in the said Property at their cost.
- t) Not to use the said Unit or permit the same to be used for any purpose whatsoever other than it meant for and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said Building or to the Owners and occupiers of the neighboring property or for any illegal or immoral purpose or a Meeting Place or for any industrial activities whatsoever and similarly shall not keep in the car parking spaces, if allotted, anything other than private medium size motor car or motor cycle and shall not raise or put up any kutchra or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any article shall not be allowed in the car parking space.
 - u) Not to use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
 - v) Not to park car on the pathway or open spaces of the building or at any other space except the space allotted to it and shall use the pathways as would be decided by the Developer.
 - w) To abide by such building rules and regulations as may be made applicable by the Developer before that formation of the Holding Organization and after the Holding Organization is incorporated to comply with and/or adhere to the building rules and regulations of such Holding Organization.
 - x) The Agreement which may be entered into by the Owners and the Developer and the respective Intending purchasers shall specifically provide that the intending purchasers shall be bound by the terms and conditions regarding user of the flats/Units/Apartments and the car parking spaces and the same will be subject to the restrictions.

ARTICLE – XIV COMMON FACILITIES

- 14.1 The Developer shall pay and bear all Municipal taxes in respect of the said property accruing due as and from the date of receiving vacant possession of the said property from the owner.
- 14.2 That on completion of the aforesaid project, if any area remain unsold in such case both the Owners and the Developer shall be liable for



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payment of the Municipal Taxes, maintenance charges and other outgoings in respect of the same in the same ratio. It is, however, made clear that in case the Developer initially required incurring the said expenses, the same will be adjusted out of the Owners' share on completion of the sale of the said unsold stock.

- 14.3** The Owners shall not do any act deed or thing whereby the Developer shall be prevented from construction and completion of the said new building or buildings.

ARTICLE – XVI FORCE MAJEURE

- 16.1** Notwithstanding anything contained under this Agreement, neither the Developer nor the Owners shall be responsible for any delay or any breach if such delay or breach is caused by reason of any change of Laws Rules, Regulations or any Restrictions imposed by any Government or other Authority including any Judicial Authority, or by reason of war, civil common, or total non-availability of any manpower or natural calamity or any Act of God or due to any other similar reason beyond the reasonable control of the Developer or the Owners as the case may be.
- 16.2** The delay occurring due to any Force Majeure event shall be excluded for computing the timelines stipulated in this Agreement. The Developer shall be entitled to corresponding extension of time for the days lost due to the factors stated above.

ARTICLE – XVII OWNERS' INDEMNITY

- 17** The Owners hereby undertake that the Developer shall be entitled to the development of the aforesaid property without any interference and/or disturbance by the Owners **PROVIDED** the Developer performs or fulfills all the terms and conditions herein contained and on its part to be observed and performed.

ARTICLE – XVIII DEVELOPER'S INDEMNITY

- 18.1** The Owners shall be entitled to depute and/or keep at the site one of their employees/authorized representative who shall be responsible to



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the Owners till such time the project is completed **PROVIDED HOWEVER** such employee/representative shall not in any way interfere with the progress of the work at the said property.

- 18.2** The Developer hereby undertakes to keep the Owners Indemnified and Indemnify the Owners against all Second party claims and actions arising out of any sort of act or omission of the Developer in or relating to the construction of the said building.
- 18.3** The Developer hereby undertakes to keep the Owners indemnified and indemnifies the Owners against all actions suits costs proceedings and claims that may arise out of the Developer's action with regard to the development of the said property and/or in the matter of construction of the said building and/or for any defect therein.
- 18.4** If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise of the Developer, the Architect or their labour or contractors, the same shall be on account of the Developer and the Owners shall be fully absolved of any liability or claim thereof or there from.
- 18.5** The Developer hereby undertakes that without prior written permission of the Owners' the Developer shall not assign and/or transfer this Development Agreement to anyone whatsoever.

ARTICLE – XIX

DEFECT IN CONSTRUCTION AND DEFECT LIABILITY PERIOD

- 19.1** In case of any defect other than Structural Defect in the building or part thereof constructed on the said property, whether detected while the work is in progress or within one year after completion, the Developer shall take immediate steps to rectify the defects at its cost to the satisfaction of the Owners/Purchaser.
- 19.2** The responsibility herein shall not cover defects, damage or malfunction resulting from (a) misuse (b) unauthorized modifications or repairs done by the Owners or their nominee/agent, (c) cases of force majeure (d) failure to maintain the amenities/equipments (e) accident and (f) negligent use. Warranty for all consumables or equipments used



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such as generators, lifts, fittings and fixtures etc, will be as provided by the respective manufacturers on their standard terms.

ARTICLE – XX MISCELLANEOUS

- 20.1** The Owners and the Developer have entered into this Agreement purely as a contract and there will be no sharing of any kind of economic activities in the project and nothing contained therein shall be deemed to be construed as a partnership between the Developer and the Owners or as a joint venture between the parties hereto in any manner nor shall the parties hereto constitute an Association of persons.
- 20.2** At or before the execution of this Agreement, the Owners have expressly made known to the Developer that the said property is owned by the Owners only and nothing contained herein is intended to be or construed on the part of the said company of carrying on business of property Developer.
- 20.3** It is understood that from time to time to facilitate the development of the said property by the Developer, various deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners, and various applications and other documents may be required to be signed or made by the Owners relative to which specified provisions may not have been mentioned herein, the Owners herein undertake to do all such acts deeds matters and things that may be reasonably required to be done in the matter and the Owners shall execute any such additional Power(s) of Attorney and/or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all such additional applications and documents as the case may be **PROVIDED THAT** all such acts deeds matters and things do not in any way infringe on the rights of the Owners as and/or go against the spirit of this Agreement.
- 20.4** Any notice required to be given by any of the parties hereto shall be served at the address of the parties given herein unless any of the parties notify change of address, in writing, and such notice shall be deemed to have been served upon the other party if sent by pre-paid registered with acknowledgement due to at the aforesaid addresses.



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- 20.5** Nothing in these presents shall be constructed as demise or assignment or conveyance in law by the Owners of the said property or any part thereof to the Developer or as creating any right title or interest in respect thereof in the Developer other than in exclusive license to the Developer to commercially exploit the same in terms hereof **PROVIDED HOWEVER** the Developer shall be entitled to borrow money from any Bank or Banks without creating any financial liability on the Owners or affecting its interest in the said property and it being expressly agreed and understood that in no event the Owners shall be responsible and/or be made liable for payment of any dues of such Bank or Banks and for that purpose the Developer shall keep the Owners indemnified against all actions suits proceedings and costs charges and expenses in respect thereof **IT BEING EXPRESSLY AGREED AND UNDERSTOOD** by and between the parties hereto that in the event of such borrowing the party borrowing any amount shall alone be liable and/or responsible for repayment thereof and the other party will not be liable and/or responsible for the same.
- 20.6** An association of the Owners of the apartments etc. comprised in the said property shall be formed and both the Developer and Owners shall cause each of the Apartment Owners to whom they would transfer their respective right, title and interest of the Apartment to join the Association. The Association of Owners' of the Apartment, the Board of Management thereof shall be entitled to delegate the day to day function of the Association.
- 20.7** This Agreement is personal to the parties hereto and none of the parties shall be entitled to transfer and/or assign the benefits of this Agreement to any other person and/or persons without the consent of the other party, in writing.
- 20.8** Whether or not the transactions contemplated by this Agreement are completed in accordance with the terms hereof, the Parties hereto agreed to hold in confidence and shall not disclose in any manner to any Second party or use for any purpose other than that for which it is disclosed any information relating to the marketing strategies, customers, finance, advertisement, and other business policies of the other party.
The foregoing shall not apply if:-
- i) Such information is in the public domain through no fault of the disclosing party;



- ii) Such information was in possession of the receiving party prior to its disclosure and which was not previously obtained from the disclosing party; or
- iii) Such information was furnished to the receiving party by a Second party as a matter of right without restriction on disclosure.

20.9 If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part thereof shall, to that extent, be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected. All Agreements/Deeds, if any executed prior to this Agreement containing any clause in contrary to those specified under this Agreement shall be deemed to be cancelled and of no effect to that extent.

20.10 The signatory executing this Agreement on behalf of the Owners and Developer represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of the Owners and Developer, in accordance with the authorization given by the respective Companies and this Agreement is binding on both the Owners and Developer in accordance with its terms.

20.11 It is agreed between the parties that in future if Developer acquire and/or develop any neighboring and/or adjacent property, and if requires the Developer shall amalgamate such neighboring/adjacent property with the said property for an integrated development and/or shall be entitled to provide the right of access to such properties, so acquired or to be developed, without creating any financial liability to the Owners and/or reducing the Owners' allocation/share are, as agreed under this JDA for the proposed development.

ARTICLE – XXI INDEMNITY

21 The Parties hereto shall keep each other fully indemnified and harmless against any claim, loss, liability, cost, action or proceedings, that may arise against either party on account of any willful act or omission on the part of the other party or on account of any failure on the part of either party to discharge its liabilities/obligations herein save and except in case of **FORCE MAJEURE**.

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**ARTICLE – XXII
DOCUMENTATION**

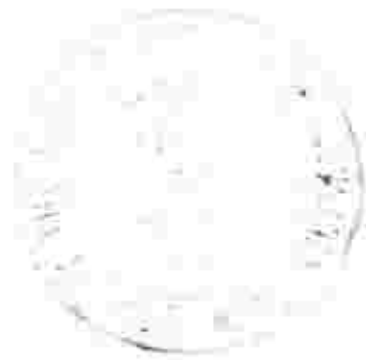
- 22.1** The parties have agreed that Advocate/s nominated by the Developer will be the Advocate for this project,
- 22.2** The nominated Advocate/s will prepare or cause to be prepared the draft of the agreements for sale and other documents for sale and transfer of the entire property with the intent and object that there will be uniformity in agreements to be entered into with intending purchasers by both the Owners and the Developer.

**ARTICLE – XXIII
NO TERMINATION**

- 23** None of the parties shall be entitled to cancel and/or rescind this Agreement and in the event of any default, the same will be referred to the Arbitrator and the decision of the Arbitrator shall be final conclusive and binding on the parties.

**ARTICLE – XXIV
ARBITRATION**

- 24.1** All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents and/or the said property or determination of any liability either during subsistence of this Agreement or after expiry thereof shall be referred to the sole arbitrator appointed by the Developer herein and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment for the time being thereto in force.
- 24.2** The Arbitrator will have summary powers and will be entitled to set up his own procedure and the Arbitrator shall have power to give interim awards and/or directions.
- 24.3** It would not be obligatory on the part of the Arbitrator to give any speaking and/or reasoned award.
- 24.4** The parties agree and covenant with each other that they have full trust and faith in the Arbitrator and agreed to abide by all the award



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and/or directions and not to challenge or dispute the same in any manner, whatsoever, or howsoever.

24.5 Courts at Kolkata alone shall have jurisdiction to entertain try and determine all actions suits and proceedings arising out of these presents between the parties hereto.

**ARTICLE – XXV
NEGATIVE COVENANTS**

25.1 As and by way of negative covenants the Owners have further agreed :

- i) Not to enter into any agreement for sale, transfer, lease and/or development nor create any interest of a Second party into or upon the said premises or any part or portion thereof.
- ii) Not to do any act deed or thing whereby the Developer is prevented from undertaking development of the said premises.
- iii) To do all acts deeds and things to facilitate development of the said premises.

FIRST SCHEDULE AS REFERRED TO ABOVE

ALL THAT the piece and parcel of land measuring about 16 Cottahs together with 1500 square feet RT structure standing thereon being Municipal Premises No. 435/11 Jessore-Road, P.S DumDum, Dist.24 Parganas, Kolkata 700 055, being Dag No-176, R.S. Khatian-47, Mouza ShyamNagar, Ward No. 21, Sub-registry Office Cossipore DumDum, within South DumDum Municipality and butted and bounded as follows :-

ON THE NORTH	: By Land of V.M.T Fiber Glass Industries
ON THE SOUTH	: By Land of Panchmukhi Heights Pvt Ltd
ON THE EAST	: By 18 feet Road
ON THE WEST	: By Ramkrishna Sarada Mission College



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17 DEC 2018

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SECOND SCHEDULE AS REFERRED TO ABOVE**(SPECIFICATION)**

<u>STRUCTURE</u>	
Foundation	RCC Substructure on Piles
Super Structure	RCC framed structure with ductile detailing
Walls	Fly Ash/Red brick/ACC blocks
<u>WALL FINISHING</u>	
Exterior	Glass/Textured/Weather Coat Based Paints as per Architect's Design
Interior	Plaster of Paris /Putty
Toilets	Ceramic Tiles on the wall up to ceiling height
<u>FLOORING</u>	
Living/Dining & all Bedrooms	Vitrified tiles
<u>KITCHEN</u>	
Flooring	Ceramic/Vitrified Tiles. Granite platform with honed edges. Stainless steel sink. Dado of Ceramic Tiles upto 2ft. above the counter/platform. Electrical points for refrigerator, water purifier & exhaust fan. Provision for Exhaust cutout.
<u>TOILET</u>	
Flooring	Anti Skid Ceramic/Vitrified Tiles
Walls	Good quality ceramic tiles on walls upto door height. Sanitary ware of Parryware/Hindware or equivalent makes. CP fitting of EESCO/Jaquer or equivalent makes. Electrical point for geyser & exhaust fan. Plumbing provision for hot/cold water line.
<u>DOOR & WINDOWS</u>	
Door Frame	Made of seasoned & treated wood
Main Door	Laminated Door with handles
Main Door fittings	Godrej Night Latch /Equivalent
Internal Doors	Flushed Doors
Windows	Fully Glazed sliding anodized aluminum window
<u>ELECTRICAL</u>	
	A/C point in Living/Dining & Master Bedroom and necessary electrical points inside the Unit. Cable TV, Telephone in Living/Dining . Concealed



Handwritten signature or scribble extending from the bottom of the seal.

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Status of Online Payment

Query No. *

1904 1 000426120

Query Year *

2016

GRN No. *

19 (2 digit) 201617 (6 digit) 003583144 (9 digit) 1

Get Status

Payment Successful

Payment Status

Success

Total Amount Paid

Rs. 144415

GRN Date

16/12/2016 17:44:57

BRN No

279716776

BRN Date

16/12/2016 17:45:53

Depositor Name

GANGOTRI INFRAPROPERTIES PRIVATE LIMITED

On Behalf Of

Mr P Chakraborty

Bank Code

HDFC0000014

Bank Name

HDFC Bank

Payment Mode

Online Payment

Payment Date

16/12/2016 17:45:53

Stamp Duty Paid

Rs. 75021

Registration Fee Paid

Rs. 69394

e-Nathikarni/CORD

What is e-Registration?

e-Registration Benefits



77
1 2002 011

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 19-201617-003583144-1 Payment Mode: Online Payment
GRN Date: 16/12/2016 17:44:57 Bank: HDFC Bank
BRN: 279716776 BRN Date: 16/12/2016 17:45:53

DEPOSITOR'S DETAILS

Id No. : 19041000426120/4/2016
(Query No./Query Year)


Name : GANGOTRI INFRAPROPERTIES PRIVATE LIMITED
Contact No. : 9331169619 Mobile No. : +91 9331169619
E-mail : gppi2008@yahoo.com
Address : 170, C.R.AVENUE KOLKATA 700007
Applicant Name : Mr P Chakraborty
Office Name :
Office Address :
Status of Depositor : Others
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 4

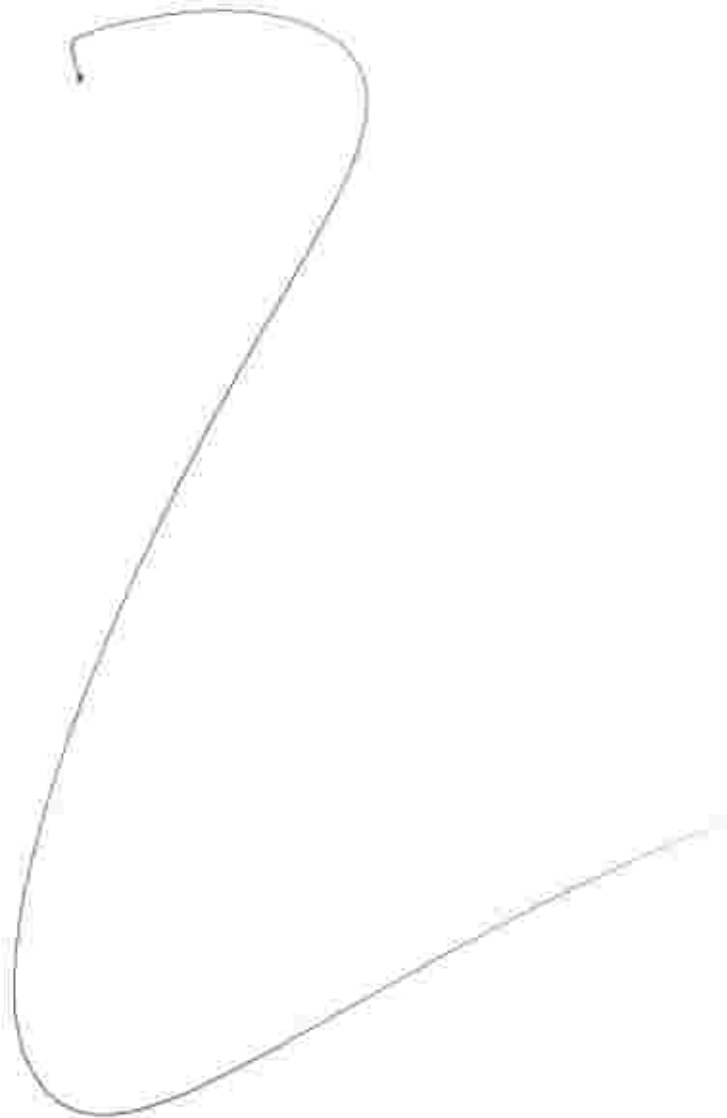
PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	19041000426120/4/2016	Property Registration- Registration Fees	0030-03-104-001-16	69394
2	19041000426120/4/2016	Property Registration- Stamp duty	0030-02-103-003-02	75021
Total				144415
In Words : Rupees One Lakh Forty Four Thousand Four Hundred Fifteen only				



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 FINANCE DEPARTMENT GOVERNMENT OF WEST BENGAL		 HDFC BANK
Name of The Depositor	GANGOTRI INFRA PROPERTIES PRIVATE LIMITED	
Challan Amount	144415/- (One Lakh, Forty Four Thousand, Four Hundred Fifteen Rupees and Zero Paise)	
Government Reference No	192015170035631441	
Bank Reference Number (Not Banking)	279715776	
Transaction Date and Time	18/12/2015 17:46:53	
(Note : This is a computer generated receipt and does not require any signature/stamp Please enclose this e-Receipt with e-Challan at the time of challan submission to the department)		





ADDITIONAL...
OF ASSURANCES-IV. KOLA...
17 DEC

SPECIMEN FORM FOR TEN FINGER PRINTS

	JAY KUMAR SAI					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
	MANGI SINGH					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
PHOTO						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
7 DEC 2015

	Copper Wiring with MCB of Havells or equivalent make. Door bell point at main entrance door. Modular switches of Havells or equivalent make.
<u>COMMON LIGHTING</u>	Overhead illumination for compound & steel lighting. Necessary illumination in all lobbies, staircase & common areas
<u>LIFTS, STAIRS & LOBBIES</u>	
Lifts	OTIS or equivalent make
Stairs & Floor Lobbies	Kota stones or tiles. Entrance ground floor lobby of each block-combination of Marble, Granite & Kota stones.
<u>AMENITIES</u>	
	Decorated Roof Top
	24 hour Power Back up
	Intercom Facility
	Infrastructure for DTH
	Fire Safety Equipments
	CCTV

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

SIGNED SEALED AND DELIVERED BY THE OWNERS AT KOLKATA IN PRESENCE OF:

1. *Sunny Shaw*

SUNNY SHAW
9836537681
181, M.M. Road, K-54.

Panchmukhi
Panchmukhi
- Panchmukhi
Jai Kumar Jain
Designated Partner/Partner

(OWNERS)

2. *Biswjit Singh*

BISWJIT SINGHA
9433223338
80, Gannipally Rikha

GANGOTRI INFRA PROPERTIES PVT. LTD.
MANOJ SINGH
Director

(DEVELOPER)

Identified By

(Signature)
(DEEPAK SINGH)

Advocate
City Civil Court, Kolkata
(F/287/2001)



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
17 DEC 2016

Major Information of the Deed

Deed No :	I-1904-11562/2016	Date of Registration	17/12/2016
Query No / Year	1904-1000426120/2016	Office where deed is registered	
Query Date	16/12/2016 3:05:15 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details:	P Chakraborty 1, K S Roy Road, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9051188180, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 63,00,000/-]		
Set Forth value	Market Value		
Rs. 6,13,50,000/-	Rs. 6,13,50,000/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 75,121/- (Article:48(g))	Rs. 69,394/- (Article:E, E, B, M(a), M(b), I)		
Remarks:	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Dum Dum, Municipality: SOUTH DUM DUM, Road: Jessore Road, Mouza: Shyamnagar, Premises No. 435/11, Ward No: 21

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-176	RS-47	Bastu	Bastu	16 Katha	6,05,00,000/-	6,05,00,000/-	Width of Approach Road: 18 Ft.,
Grand Total :					26.4Dec	605,00,000 /-	605,00,000 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1500 Sq Ft.	8,50,000/-	8,50,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete					
Total :		1500 sq ft	8,50,000 /-	8,50,000 /-	







Land Lord Details :

Sl No	Name, Address, Photo, Finger print and Signature
1	PANCHMUKHI VILLA LLP ROOM NO 4A, 4TH FLOOR, METRO TOWER, 170, CHITT, P.O:- BURRA BAZAR, P.S:- Jorasanko, District:- Kolkata, West Bengal, India, PIN - 700007 PAN No. AASFP2568E, Status : Organization, Executed by: Representative
2	PANCHMUKHI SKY SCRAPER LLP ROOM NO 4A, 4TH FLOOR, METRO TOWER, 170, CHITT, P.O:- BURRA BAZAR, P.S:- Jorasanko, District:- Kolkata, West Bengal, India, PIN - 700007 PAN No. AASFP2475J, Status : Organization, Executed by: Representative
3	PANCHMUKHI NIKETAN LLP ROOM NO 4A, 4TH FLOOR, METRO TOWER, 170, CHITT, P.O:- BURRA BAZAR, P.S:- Jorasanko, District:- Kolkata, West Bengal, India, PIN - 700007 PAN No. AASFP2472R, Status : Organization, Executed by: Representative


Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	GANGOTRI INFRAPROPERTIES PVT LTD 4A, 4TH FL, METRO TOWER, 170, CHITTARANJAN AVEN, P.O:- BURRABAZAR, P.S:- Jorasanko, District:- Kolkata, West Bengal, India, PIN - 700007 PAN No. AAACP3950D, Status : Organization

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri ANIL KUMAR SARAF Son of Shri ATMA RAM SARAF Date of Execution - 19/08/2016, , Admitted by: Self, Date of Admission: 17/12/2016, Place of Admission of Execution: Office			
		17/12/2016	LTI 17/12/2016	17/12/2016
	170, CHITTARANJAN AVENUE, P.O:- BURRA BAZAR, P.S:- Jorasanko, District:-Kolkata, West Bengal, India, PIN - 700007, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AKTPS7088H, Status : Representative, Representative of : PANCHMUKHI VILLA LLP (as DESIGNATED PARTNER), PANCHMUKHI SKY SCRAPER LLP (as DESIGNATED PARTNER), PANCHMUKHI NIKETAN LLP (as DESIGNATED PARTNER)			
2	Name	Photo	Finger Print	Signature
	Mr MANOJ SINGH Son of Shri KEDAR SINGH Date of Execution - 19/08/2016, , Admitted by: Self, Date of Admission: 17/12/2016, Place of Admission of Execution: Office			
		17/12/2016	LTI 17/12/2016	17/12/2016
	170, CHITTARANJAN AVENUE, P.O:- BURRABAZAR, P.S:- Jorasanko, District:-Kolkata, West Bengal, India, PIN - 700007, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. CZGPS2363P, Status : Representative, Representative of : GANGOTRI INFRAPROPERTIES PVT LTD (as DIRECTOR)			

Identifier Details :

Name & address	
Mr DEEPAK SINGH Son of Mr. SUSHEEL KUMAR SINGH CITY CIVIL COURT, P.O:- G P O, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, Identifier Of Shri ANIL KUMAR SARAF, Mr MANOJ SINGH	17/12/2016
	

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	PANCHMUKHI VILLA LLP	GANGOTRI INFRAPROPERTIES PVT LTD-8.8 Dec
2	PANCHMUKHI SKY SCRAPER LLP	GANGOTRI INFRAPROPERTIES PVT LTD-8.8 Dec
3	PANCHMUKHI NIKETAN LLP	GANGOTRI INFRAPROPERTIES PVT LTD-8.8 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	PANCHMUKHI VILLA LLP	GANGOTRI INFRAPROPERTIES PVT LTD-500 Sq Ft
2	PANCHMUKHI SKY SCRAPER LLP	GANGOTRI INFRAPROPERTIES PVT LTD-500 Sq Ft
3	PANCHMUKHI NIKETAN LLP	GANGOTRI INFRAPROPERTIES PVT LTD-500 Sq Ft

Endorsement For Deed Number : I - 190411562 / 2016

On 16-12-2016:

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 6,13,50,000/-



Asit Kumar Joarder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

On 17-12-2016

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 46 (g) of Indian Stamp Act 1899.

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

Presented for registration at 12:37 hrs on 17-12-2016, at the Office of the A.R.A. - IV KOLKATA by Shri ANIL KUMAR SARAF .

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

Execution is admitted on 17-12-2016 by Shri ANIL KUMAR SARAF, DESIGNATED PARTNER, PANCHMUKHI VILLA LLP, ROOM NO 4A , 4TH FLOOR , METRO TOWER , 170 , CHITT, P.O:- BURRA BAZAR, P.S:- Jorasanko, District:- Kolkata, West Bengal, India, PIN - 700007; DESIGNATED PARTNER, PANCHMUKHI SKY SCRAPER LLP, ROOM NO 4A , 4TH FLOOR , METRO TOWER , 170 , CHITT, P.O:- BURRA BAZAR, P.S:- Jorasanko, District:-Kolkata, West Bengal, India, PIN - 700007; DESIGNATED PARTNER, PANCHMUKHI NIKETAN LLP, ROOM NO 4A , 4TH FLOOR , METRO TOWER , 170 , CHITT, P.O:- BURRA BAZAR, P.S:- Jorasanko, District:-Kolkata, West Bengal, India, PIN - 700007

Indetified by Mr DEEPAK SINGH, , Son of Mr SUSHEEL KUMAR SINGH, CITY CIVIL COURT, P.O: G P O, Thane: Hara Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 17-12-2016 by Mr MANOJ SINGH, DIRECTOR, GANGOTRI INFRAPROPERTIES PVT LTD, 4A, 4TH FL. METRO TOWER, 170, CHITTARANJAN AVEN, P.O:- BURRABAZAR, P.S:- Jorasanko, District:- Kolkata, West Bengal, India, PIN - 700007

Identified by Mr DEEPAK SINGH, . . . Son of Mr SUSHEEL KUMAR SINGH, CITY CIVIL COURT, P.O: G P O, Thana Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 69,394/- (B = Rs 69,289/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 69,394/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/12/2016 5:45PM with Govt. Ref. No: 192016170035831441 on 16-12-2016, Amount Rs: 69,394/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 279716776 on 16-12-2016, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

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

Description of Stamp

1. Stamp: Type: Impressed, Serial no 162170, Amount: Rs.100/-, Date of Purchase: 19/01/2016, Vendor name: A K Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/12/2016 5:45PM with Govt. Ref. No: 192016170035831441 on 16-12-2016, Amount Rs: 75,021/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 279716776 on 16-12-2016, Head of Account 0030-02-103-003-02



Asit Kumar Joarder

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - IV KOLKATA

Kolkata, West Bengal

Execution is admitted on 17-12-2016 by Mr MANOJ SINGH, DIRECTOR, GANGOTRI INFRAPROPERTIES PVT LTD, 4A, 4TH FL, METRO TOWER, 170, CHITTARANJAN AVEN, P.O:- BURRABAZAR, P.S:- Jorasanko, District:- Kolkata, West Bengal, India, PIN - 700007

Identified by Mr DEEPAK SINGH, . . . Son of Mr SUSHEEL KUMAR SINGH, CITY CIVIL COURT, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Payment of Fees

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Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 16/12/2016 5:45PM with Govt. Ref. No: 192016170035831441 on 16-12-2016, Amount Rs: 69,394/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 279716776 on 16-12-2016, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

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

Description of Stamp

1. Stamp. Type: Impressed, Serial no 162170, Amount: Rs.100/-, Date of Purchase: 19/01/2016, Vendor name: A K Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 16/12/2016 5:45PM with Govt. Ref. No: 192016170035831441 on 16-12-2016, Amount Rs: 75,021/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 279716776 on 16-12-2016, Head of Account 0030-02-103-003-02



Asit Kumar Joarder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2017, Page from 667 to 709

being No 190411562 for the year 2016.



Digitally signed by ASIT KUMAR
JOARDER
Date: 2017.01.03 11:53:09 +05:30
Reason: Digital Signing of Deed.

(Asit Kumar Joarder) 03-01-2017 11:53:08
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)

