

# NOTARIAL CERTIFICATE

S. No. 34 20 17



TO ALL MEN THESE PRESENTS SHALL COME, I B. N. SAHA duly appointed and authorised by the Govt. of West Bengal to practice as a Notary, do hereby certify that the paper writings collectively marked 'A' annexed hereto hereinafter called the paper writings 'A' are presented before me by the executant(s).

*M/S Rishapdham Apartment Pvt. Ltd of  
AB-7 Salt Lake city Sec-1  
P.O. Bidhannagar N.D. S.O  
P.S. Bidhannagar Vol-64*

*and another*

*in the matter of  
agreement*

hereinafter referred

executant(s) on this 28th Day of April Two thousand Seventeen

Under the execution of the paper writings 'A' on its being admitted by the respective signatories as the matters contained therein and being satisfied as to the identify of the executant(s) I have attested the execution.

AN ACT WHEREOF being required of Notary, I have granted THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as needs or occasions shall or may required for the same.

IN FAITH AND TESTIMONY WHEREOF, I the said Notary, have hereunto set and subscribed my name and affixed my seal of office on this 28th day of April 20 17



**B. N. SAHA**  
NOTARY  
Bikash Bhavan  
North Block, Gr. Floor  
Bidhannagar, Kolkata

**B. N. SAHA**  
M.A., L.L.B.  
(Govt. of West Bengal)  
Regn. No. 23 / 02  
BIKASH BHABAN  
North Block, Gr. Floor  
Bidhannagar  
Kolkata - 700 091  
(W.B.) India  
Mob. : 9830490607

28 APR 2017

भारतीय गैर न्यायिक

पचास  
रुपये  
रु.50



FIFTY  
RUPEES  
Rs.50

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

U 788745



THIS DEVELOPMENT AGREEMENT made on this the 28th day of April 2017 Two Thousand And 2017

BETWEEN

PUSHPOHAP APARTMENT PVT. LTD.

Authorized Signatory

*[Signature]*

PUSHPOHAP APARTMENT PVT. LTD.

Director

*[Signature]*

28 APR 2017

B. NISHA  
NOTARY  
West Bengal, India  
Notary Seal, Cr. Evt  
West Bengal, India

M/S. PUSHAPDHAM APARTMENT PVT. LTD., (having PAN: AAHCP4803A) a registered Private Limited Company incorporated under Companies Act 1956, having its Principal place of Business at AB-9, Salt Lake City, Sector - I, P.O: Bidhannagar N.D.S.O., P.S: Bidhannagar (North), Kolkata - 700 064, the abovenamed company is being represented by **MR. SUJIT GUPTA** (having PAN: ADWPG6464F) son of Mr. Gopal Prasad Gupta, residing at AB-9, Salt Lake City, Sector - I, P.O: Bidhannagar N.D.S.O, P.S: Bidhannagar (North), Kolkata - 700 064 as the authorized signatory of the abovenamed Company, hereinafter called and referred to as the **LANDOWNER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its Successor or Successor-In-Office, Administrator and Assigns) of the **FIRST PART**;

**AND**

M/S. MAHAMANI PROPERTIES PVT. LTD., (having PAN: AAICM4413A), a registered Private Limited Company within the meaning of the Companies Act, 1956, represented by its one of the authorised Director **SRI SANJEEB GUPTA** (having PAN-ADUPG1777F), son of Sri. Gopal Prasad Gupta, by Nationality Indian, Faith: Hindu, by Occupation Business, having its principal place of business at AB-9 Sector-I, Salt Lake City, P.O: Bidhannagar, P.S: Bidhannagar (North), Kolkata - 700 064, hereinafter referred to and called as the **DEVELOPER** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor or successors at office, administrators, legal representatives and assigns) of the **SECOND PART**;

**WHEREAS:**

A. SMT. PUSHPA RANI NASKAR alias SMT. PUSHPA NASKAR, SRI SUKHEN NASKAR, SRI SUJAN NASKAR had been seized and possessed of All That the part of said Sali/Low land at present converted into a solid land total admeasuring 0.19 acre equivalent to 11 Cottahs, 08 Chittacks, 11 Sq. Ft. more or less comprised in part of R.S./L.R. Dag No.154, Mouza - Mahisbathan, P.S: Rajarhat at present under Bidhannagar ECPS, J.L. No. 18, within the municipal limit of Bidhan Nagar Municipal Corporation, District: North 24-Parganas and which they had acquired by way of inheritance from their ancestor and their names are recorded at the District Land Settlement Record of Right under L.R. Khatian Nos. 643, 1841 & 1840 containing area of 0.19 acre equivalent to 11 cottahs, 08 chittaks, 11 sq. ft.

B. In course of time and by natural calamities the aforesaid property became solid land and in response to an application made by the Vendors, in Conversion Case Nos. W-211/2015, W-216/2015 and W-215/2015 of ADM & DL & LRO North 24-Parganas, the Learned District Land and Land Reformed Officer of North 24-Parganas, Barasat vide his Memo No. L-13011(11)/229/2015-DL&LRO/128615 has pleased to accorded permission to change the character / classification of the aforesaid property measuring 0.19 acre under L.R. Khatian Nos. 643, 1841 & 1840 for conversion of the same as Bastu and after having such permission the nature or classification of the aforesaid property have been converted as a Bastu Land.

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*Sujit Gupta*  
Authorised Signatory

MAHAMANI PROPERTIES PVT. LTD.

*Sanjeeb Gupta*  
Director

C. By a Deed of Conveyance dated 05.04.2016 registered at the Office of the ARA-IV Kolkata, the said SMT. PUSHPA RANI NASKAR alias SMT. PUSHPA NASKAR, SRI SUKHEN NASKAR, SRI SUJAN NASKAR therein referred to as the Landowners/Vendors at the valuable consideration mentioned therein sold, transferred and conveyed free from all encumbrances out of their total 0.19 acre equivalent to 11 cottahs, 08 chittacks, 11 sq. ft. of land, a demarcated part thereof measuring 4 cottahs, 03 chittacks, 11 sq. ft. be the same a little more or less in part of R.S./L.R. Dag No.154 under L.R. Khatian Nos. 643, 1840 & 1841 at Mouza: Mahisbathan, P.S: Rajarhat at present Bidhannagar ECPS, in the District of North 24-Parganas morefully described in the Schedule written therein absolutely and forever unto and in favour of M/S. PUSHAPDHAM APARTMENT PVT. LTD., the Landowner/First Party herein therein referred to as the Purchaser, and by dint of the aforesaid Purchase through the said Deed of Conveyance dated 05.04.2016, the said M/S. PUSHAPDHAM APARTMENT PVT. LTD. the Landowner/First Party has thus become absolutely seized and possessed of the said plot of land measuring 4 cottahs, 03 chittacks, 11 sq. ft. be the same a little more or less comprised in part of R.S. /L.R. Dag No.154, lying and situated at Mouza: Mahisbathan, North 24-Parganas as the absolute Rayati/Owner under the Govt. of West Bengal;

D. By virtue of the aforesaid purchase by dint of the said Deed of Conveyance dated 05.04.2016 the First Party herein has thus become seized and possessed of the aforesaid plot measuring a land area about 4 cottahs, 03 chittacks, 11 sq. ft., be the same a little more or less comprised in part of R.S./L.R. Dag No. 154, at Mouza: Mahisbathan, P.S: Rajarhat at present Bidhannagar ECPS, recorded under L.R. Khatian Nos. 643, 1841 & 1840 with B.L. & L.R.O. Rajarhat and D.L & L.R.O., North 24-Parganas, within the municipal limit of the Bidhannagar Municipal Corporation, and morefully described in the First Schedule hereunder written and for the sake of brevity referred to as the 'Said Land' / 'Said Property'.

AND WHEREAS the Owner hereby declare that the entire 'Said Land' under the First Schedule hereto is free from any charge, claim, demand, attachment, alignments and free from all sorts of encumbrances whatsoever and the First Party herein being the Owner thereof have marketable title thereto;

AND WHEREAS being desirous of development of the demised land under the First Schedule hereto by way of construction of multi-storied building/s on and upon the said demised land consists with various numbers of self-contained residential flats, car parking spaces, shops and others by or through a reputed developer-builder well known to market having well expertisation of such work of development and construction of Housing Enclave/Complex etc.; and since M/s. Mahamani Properties Pvt. Ltd. the Second Party herein is a reputed Developer Company dealing with a business of Real Estate and Development and Construction of multi-storied building/s in the manner of Housing Enclave/ Complex and have taken a programme to launch a Housing Project in the same locality by acquiring bulk landed properties and by way of amalgamating all such landed properties as a single piece or parcel of land/property, the Owner herein has agreed to vest its 'Said Land' under the First Schedule hereto in the proposed pool

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*Sujata Gupta*

Authorised Signatory

PUSHAPDHAM APARTMENT PVT. LTD.

*Carish*

Director

B. N. SATHA



of Development of Housing Enclave/Complex by the Developer and the Developer has also agreed to acquire the Said Land of the First Party hereto for the purpose of development under and subject to the terms and conditions hereinafter stated;

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;

**HEADINGS:** In this Agreement, the headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any Clause and shall consequently not affect the construction of this Development Agreement.

**"THE LANDOWNER"** shall mean namely M/S. PUSHAPDHAM APARTMENT PVT. LTD. described as the party 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"** ALL THAT piece and parcel of land measuring an area of **4 cotthas, 03 chittacks, 11 sq. ft.**, be the same a little more or less out of the Vendor's 0.19 acre or 11 cottahs, 08 chittacks, 11 sq. ft. comprised in part of **R.S./L.R. Dag No.154**, recorded under L.R. Khatian Nos. 643, 1841 & 1840 at Mouza: **Mahisbathan, P.S. Rajarhat** at present Bidhannagar ECPS, within the limits of Bidhan Nagar Municipal Corporation, Sub-Registration Office: Addl. District Sub-Registrar, Rajarhat, New Town, District: North 24-Parganas and morefully described in the First Schedule hereunder written.

**"PROPOSED AMALGAMATED LAND"/"AMALGAMATED PROPERTY"** shall mean the "Said Land" and/or the said property described in the First Schedule hereunder and other surrounding or adjacent land or plots and/or properties already acquired and/or so may be acquired by the Developer and so to be amalgamated and/or adjoined with the Said Land and or Said Property by the Developer at any point of time either before or after fulfilling this contract and for the said purpose the developer shall be entitled to execute all lawful Deeds including Deed of Amalgamation at its sole costs and expenses.

**"SAID BUILDING / SAID BUILDINGS"** shall mean Multi-Storied building or buildings as shall be constructed in finished and habitable condition by the Developer conforming to the Sanctioned Plan or Revise Plan to be prepared, submitted only by the Developer and sanctioned by the concerned Municipality on the Owner's "Said Land" described hereunder in the First Schedule AND/OR on the said proposed "Amalgamated Land" as stated hereinabove.

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

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

**"SANCTIONED PLAN"** shall mean "Building Plan OR Plans" for Multi-Storied buildings on the "Said Land" OR a composite Plans showing several Multi-Storied buildings on the proposed "Amalgamated Land" and or "Amalgamated Property" as defined above and so to be prepared and submitted by the Developer at its sole discretions and own costs; and so would be sanctioned by the Competent Authorities such as Bidhannagar Municipal Corporation and by other Authority if so concern any And shall also mean any/or all revise plans subsequently prepared by the Developer at its sole discretion without requiring any further consent from the Landowner/s and sanction by the Authorities concerned.

**"SAID HOUSING ENCLAVE"** shall mean an Enclave consisting of one or more building/s comprised of residential self-contained flats, garages, shops etc. in several blocks with internal roads or passages with car-ways and of other common facilities described in the Third Schedule and to be constructed and erected on the said demised land of the Landowners herein described in the First Schedule hereunder written and/or on the proposed amalgamated landed property as defined hereinabove.

**"LANDOWNER'S ALLOCATION"** shall mean that the First Party herein as the Landowner shall be entitle to out of the total constructed areas of the proposed building/s, total 30% (thirty percent) share of the total super built up area in a manner of several numbers of residential flats & garages distributed proportionately in all floors both on the front and back portions in the proposed building/s so to be constructed by the Developer on the Owner's Said Demised Land under the First Schedule hereto with common easement rights in all common areas, common amenities and common facilities, benefits and appurtenances in connection thereto in a finished as per specification mentioned in the Third Schedule and in habitable conditions together with proportionate and undivided impartable right, title and interest as co- owners on the 'Said Land' and/or the 'Said Demised Land' described in the First Schedule and the said Owner's Allocation morefully and collectively described in Part - I of the Second Schedule hereunder written and shall mean the consideration for the residue all constructed areas (save and except common areas) in all the proposed buildings togetherwith residue undivided impartable proportionate share of the entire demised land under the First Schedule collectively allocable to the Developer (hereinafter referred to as the "Developer's Allocations").

**"DEVELOPER'S ALLOCATION"** Shall mean and include save and except the portions allocable to the Owners and also the common areas, the entire remaining area in the new buildings consists of the residential flats, shops, other commercial spaces and garage /car parking space so to be constructed on and upon the Owner's Land mentioned hereunder the First Schedule alongwith with common easement rights in all common areas, common amenities and common facilities, benefits and appurtenances in connection thereto togetherwith undivided, impartable and proportionate share of

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Authorised Signatory

*[Signature]*  
Authorised Signatory

ownership in the entire 'Said Land' under the First Schedule collectively allocable to the Developer and described under Part-II of the Second Schedule hereto which shall absolutely belongs to the Developer and or its nominee/s or assignees under the terms and conditions of this Development Agreement.

**"BUILT UP AREA"** Shall, according to its context, mean the plinth area of an Unit/Flat including the area of stair-case, landing with lifts space on the same floor whereon a flat/unit is situated and also the thickness of the outer walls, internal walls and pillars and also of such outer walls which are common between two Units/Flats adjacent to each others.

**"SUPER BUILT-UP AREA OF THE FLAT/UNIT"** shall mean, the built-up area of any 'Flat/Unit' togetherwith 25% 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 a 'Flat/Unit'.

**"PHASES"** with their grammatical variations shall mean the different "Phases" or "Blocks" presently: Block - "A", Block - "B", Block - "C" and so on in which the Development of the Project Site shall be carried out in terms hereof, providing provisions for extension of Project Site by way of inclusion of adjacent land of the present Owner, or others for the convenient of expanding the volume or area of the complex, however without affecting the terms herein contained.

**"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, educational, mercantile or any other use other than residential;

**"FORCE MAJEURE"** 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 Bidhannagar Municipal Corporation and to other authorities, 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/hen/their/its Allocable portions from the date of delivery of the physical possession thereof by the Developer to the Landowner/s.

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*Sujeet Singh*  
Authorised Signatory

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*Sujeet Singh*

**"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 Owner 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 Owner herein with future co-owners of the building individually or collectively.

**"COMMON EXPENSES"** shall mean and include all expenses to be incurred by the Owner herein with other future co-owners for the maintenance, management and upkeepment of the building or buildings 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 rights and obligations for the purpose of unit/units.

**"PROPORTIONATE OR PROPORTIONATELY OR PROPORTIONATE SHARE"** shall mean the proportion in which the super built-up area of any single flat 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 Demised Land" 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 proposed "Amalgamated Land"/ "Amalgamated Property" in the said proposed "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 Owner herein has hereby grant an exclusive License to the Developer to enter upon the said land under First Schedule hereto and also hereby permit the Developer herein to construct one or more building or buildings comprised on the "Said Land" OR on the said proposed "Amalgamated Land" according to building plan or plans

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*Sangeeta Gupta*  
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hereunder the First Schedule and all the rights, benefits and appurtenances in connection to the said Owner's Allocable portions are collectively for the sake of brevity hereinabove and hereunder referred to as the "Owner's Allocation". It has been also agreed by and between the parties herein that in addition to the said Owner's Allocations, the Owner shall not be entitled to any additional area and or any cash consideration.

3. Simultaneously with the execution of these presents the Owners herein shall sign, execute and register a General Power of Attorney for the purpose of implementation of this agreement and execution of the entire work of development of multi-storied building and also for selling of Developer's Allocation in favour of the Developer Company and Mr. Sanjeeb Gupta the nominated director of the Developer Company and all the costs and expenses on account of registration of such Power of Attorney shall be incurred by the Developer. It is expressly mentioned hereto that the Developer shall be uninterruptedly entitled to exercise the aforesaid Power of Attorney for selling of the entire constructed portions together with the undivided and impartable share of the said land under the First Schedule and or any portions thereof save and except the portions allocable to the Owners viz. a. viz. 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 and the Owner however, in that event shall not be entitled to raise any objections and or to create any obstructions thereof at any point of time whatsoever either before or after delivery of the Owners' Allocations are made by the Developer. It is understood that to facilitate the construction of Development at the Project Site by the Second Party and for obtaining necessary connections and utilities therein or therefor, various acts deeds matters and things not herein specified may be required to be done by the Second Party and for which the Second Party may need the authority of the First Party and various applications and other documents may be required to be signed or made by the First Party relating to which specific provisions may not have been mentioned herein. The First Party hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Second Party to be done in the matter and the First Party shall execute any such additional Power of Attorney and/or Authorisations as may be reasonably required by the Second Party for the purpose and the First Party also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Second Party. The said Power or Powers of Attorney so to be granted by the First Party/Land Owners to the Second Party/ Developer/Builder and/or its nominee/s shall be exercised jointly or severally by the said **Sri Sanjeeb Gupta** and also any of the authorized Director of the Second Party herein 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 PROPERTY" and the entire Housing Project is fully and properly developed by the Developer/Builder and that the transfer and/or conveyance of the flats, car parking spaces, shops and others together with undivided proportionate share of the land under the Developer's Allocations are conveyed to the Purchaser/s and Association of Apartment Owners is/are registered and starts functioning.

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*Sri Sanjeeb Gupta*

Authorised Signatory

*Sri Sanjeeb Gupta*

4. After execution of these presents the Developer shall be entitled to enter into the said land for measurement of the land area for the purpose of preparation of Building Plans and also shall be entitled to fix sign board etc. for display of the proposed Housing Project. After the names of the First Party is/are mutated with the B.L. & L.R.O. as also in the Office of the Bidhan Nagar Municipal Corporation, the Developer shall proceed for obtaining sanction of the Building Plan or Plans and immediate after sanction of the Building Plan Or Plans by the concerned authorities and after obtaining work order the Developer shall commence the work of construction of the proposed building/s and shall hand over the said "Owners' Allocations" in the proposed building/s within 48 (forty eight) months from the date of obtaining necessary sanction of the Buildings Plan.

5. The said Owners' Allocations in the new proposed building/s shall be delivered by the Developer in a finished and habitable condition free from all encumbrances provided the Owners have made out a perfect and indefeasible marketable title of the entire said land hereunder the First Schedule hereby conferred upon the developer and subject to all the terms, conditions, stipulations, covenants and obligations covered under this agreement and also under the law of land is properly and carefully fulfilled and observed by the Owners. It is agreed that the costs of obtaining the sanctioned plans, its amendments and modifications as well as entire construction of the building or buildings, architects fees and all other costs which may be incurred towards development are to be borne solely by the Developer who shall be liable to pay the Land Taxes payable to B.L. & L.R.O. and also Municipal Taxes and other outgoings w.e.f. the date of obtaining sanction of the Building Plan till the development work is completed. Any dues on such accounts if found subsequently shall be payable by the Owners.

6. Other than the said Owners' Allocable portions under the Part -I of the Second Schedule togetherwith the undivided proportionate share of the said land described under the First Schedule viz. a viz. the "Owners' Allocation" allocable to the Owners, the Developer other than the common areas shall be exclusively entitle to all residue flats, floor parking spaces and other portions etc. with sole and exclusive rights of the said proposed building or all buildings together with undivided and proportionate shares of common areas, common amenities and common facilities alongwith undivided proportionate share of the 'Said Land'. The said residue portions (other than the "Owners' Allocations") of all the flats, floors, shops, parking spaces etc. togetherwith the common rights and undivided share of the 'Said Land' hereunder the First Schedule in the manners stated hereinabove and hereinafter for the sake of brevity referred to as the Developer's Allocations. The Developer at its own choice and discretion shall be fully entitle to withhold the said Developer's Allocation and further shall be exclusively entitle to dispose of the said allocation or any portion thereof to any person/persons, firm/firms, company/ companies by way of sale/mortgage/lease against any price and/or Solami at its sole discretion, And out of such sale proceeds, the Owners however shall not be entitled to any part out of the said Developer's Allocation as well as in the sale-proceeds of the Developer's Allocation and shall have no further claims or demands of whatsoever nature. Reciprocally the Owners shall not be liable for any amounts and or less or damages if any arises or coming out of any dispute between the Developer and

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the intending purchaser for any flat/floor/shop/car parking space in the new proposed building or buildings on the Owners' 'Said Land' as the Developer shall be solely responsible and or liable for any loss, damages, penalty and or suits, actions, claims or demands arising out of Developer's activities in the Said Premises;

7. The Developer from the date hereof shall be entitle to enter into any or all agreement with any person/persons relating the said land without hampering the Owners' interest to obtain the Owners' Allocations as agreed hereinabove and hereto in the proposed building or buildings on the Said Land/Said Property or on the said Amalgamated Land/ Amalgamated Property. The Developer shall be fully entitle to obtain any earnest money and/or any finance against the Developer's Allocation from any intending buyer/buyers, lessee/lessees and/or mortgagee/ mortgagees without hampering the Owners' interest covered under this Agreement.

8. The Developer shall be entitle to appoint Architect for supervising the structural constructions of the foundation, basements, pillars, structures, slabs, concrete, underground /overhead reservoirs, electrical and plumbing fixtures and materials used for constructions, and sewerage, systems etc. and the Developer shall have the right to do so but exclusively at its (Developer) own costs and expenses to look after the same only. However, as agreed upon by both the parties, good quality materials as available in the market will be used for construction of the entire building and the Owners shall not be liable/responsible in any manner whatsoever regarding the construction materials used by the Developer.

9. The Owners from the date hereof shall always extend and offer all possible necessary facilities to Developer for preparing submitting and obtaining sanction plan and also for obtaining permanent connection of water supply, electricity with meter, drainage, sewerage, telephone and similar other installations needed for completion of the proposed multi-storied buildings hazards free and in well habitable conditions for all the residents at the cost and expenses of the Developer. and shall sign and execute all such necessary Applications, Declarations, Affidavits and all such documents relating to the said premises as and when shall be required and asked by the Developer.

10. For the purpose of the construction of the said new proposed building or buildings the Architect, Engineers, other Technical experts and all work men, shall be appointed by the Developer and it (developer) shall be responsible for marking payment to each and all of them. The Landowners shall have no liability for making any such payment to any one of them either during the construction or after completion of the construction or at any point of time whatsoever.

11. It is agreed that in the event of any damage or injury arising out of any sort of accident due to carelessness of the workmen and others, victimizing such workmen or any other persons whatsoever or causing any harm to any property during the course of construction the Developer shall keep the Land-owners, their/its' estate and effects safe and harmless and indemnify against all suits, cause, rights and action in respect of the such eventualities.



12. It is agreed that whenever it becomes necessary and asked by the Developer, the Owners shall sign all the papers and execute documents in connection with obtaining of sanctioned plan or any modification thereof during the course of construction period of the proposed multi-storied building till completion thereof and also in connection to the disposal and sale of any and or all units/portions of the said multi-storied building or buildings if so required and asked by the Developer save and except the Owners' Allocable portions, by the Developer without raising any objection, thereto. The Owners have already delivered and handovered all the Original Deeds of Title as well as all the relevant documents thereof to the Developer for practical purposes of implementation of this agreement and for investigation of Titles by the intending purchasers of the flats, portions in the proposed buildings or by their Advocates time to time. The Developer shall keep and preserve all such relevant Deeds of Title and the documents related thereto unobliterated and upon completion of the development work and after transfer of all the portions under the Developer's Allocations shall handover all such Deeds and Documents to the Owners' Association or Committee or Syndicate so shall be formed in the proposed Housing Enclave at the said premises or at the amalgamated premises.

13. Both the parties hereby agreed that the time specified in Clause - 4 (four), hereinabove for completion and the delivery of the portions allocable to the Owners are subject to force-majeure i.e. if the construction is prevented or interrupted due to any natural calamities such as floods, earth quake, war, riots and/or labour dispute, crisis of materials in the market and for any order made by any Court of Law and or by any Government/Semi-Government/Statutory Authorities /Local Authorities and for any or all irresistible circumstances beyond the control of the Developer, the time specified for such delivery of Owners' Allocations shall be extended upto a period considerable by nature of such circumstances whereby the Developer is prevented to handover the Owners' Allocable said portions within the period specified in clause 4 (four) hereinabove. It is expressly mentioned hereby that the Developer unless prevented by the circumstances in the manners stated hereinabove shall within the specified period complete the Owners' Allocable portions and shall intimate the Owners through Registered Post offering the Owners for taking delivery of Owners' Allocable portions within 15 days from the date of such intimation, AND in failure or negligence on the part of the Owners to take delivery their allocation within said noticed period of 15 days, the Developer after fulfilling its obligation in a manner as stated herein shall not be liable for breach of this contract, nevertheless shall be responsible and or liable to pay any amount on account of damages, penalty and or means-profit whatsoever and further shall be entitle to continue with exercising of its absolute rights and authority to dispose of the Developer's Allocations by handing over the possession of the unit/units out of the Developer's Allocations to the intending purchaser and or the purchasers or lessee, lessees with fully entitle to prepare execute and register any conveyance or conveyances and or any kind of lawful Deed of Transfer in favour of any purchaser or purchasers in respect of and to the extent of the Developer's Allocation in the Said Premises and in the said proposed amalgamated premises and the Owners herein shall not be entitled to raise any objections or create any obstructions by any means in any manners whatsoever. As it mentioned hereto that when the said General Power of

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Sangeet Gupta

*Sangeet Gupta*

*Sangeet Gupta*

Authorised Signatory

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Attorney so to be executed by the Landowner is in relation to this Development agreement, the same shall be read and interpreted analogously considering both the documents a single document and transaction for its legal interpretation.

14. Both the parties agree that the terms and conditions contained in this Agreement and in the Schedules annexed therewith have been agreed amongst the parties herein in the most cordial and friendly manners. If any complications arises beyond the agreed terms and conditions incorporation in the Agreement and/or in proper implementation thereof both the parties shall endeavor to sort it out at bi-parties level. The Owners hereby declare and assure the Developer not to restrain the later in continuing its entire activities of construction and selling of Developer's Allocation at any point of time either during the whole period of constructions, its completion and selling of its allocable AND/OR after the obligations of the Developer towards the Owners agreed hereby are fulfilled by the Developer in the manners as stated in Clause 4 (four) and Clause 13 (Thirteen) hereinabove.

15. The Landowners hereby agrees and covenants with the Developer to pay proportionate Municipal rates, taxes, the Rent or Khajna payable to the Collectorate North 24-Parganas and all other outgoings including service-tax, vat and others as applicable and payable time to time under statue and laws for the time being in force and also the monthly common maintenance charges in respect of the Land Owner's Allocable Portions on and from the date of delivery of the possession of the Land Owner's Allocation to the Landowner by the Developer so as the Developer and or its nominee/s and or assignee/s also shall cause to pay the same to the extent of the Developer's Allocations.

16. The Landowner shall cause to be joined such person or persons as Vendor's and or Confirming Parties as may be required in law and also by the Developer in the Agreements and/or sale deeds that may be executed for sale and transfer of the Developer's Allocation in favour of the intending purchasers.

17. Upon the Developer constructing and delivering possession to the Landowner of it's allocation, the Landowner shall hold the same terms and conditions and restrictions as regard the user and maintenance of the buildings as the other flats purchasers of the buildings.

18. The Landowner's Allocation in the new building or buildings at the said premises shall be subject to the same restriction on transfer and use as are applicable to the Developer's Allocation in the new buildings intended for the common benefits of all occupiers of the new building or buildings which shall include the following:-

19. The Landowner shall not use or be permitted to use the Landowner's Allocation / Developer's Allocation in the new building or buildings or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof or for any purpose which may cause any nuisance or hazards to the other occupiers of the new building or buildings.

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20. Landowner shall not demolish or permit demolition of any wall or other structure in its respective allocations or any portion thereof or made any structural alteration therein without the previous consent and/or permission from appropriate authorities.

21. THE LANDOWNER/FIRST PARTY DO HEREBY COVENANT WITH THE DEVELOPER/SECOND PARTY:

i) That each and every representation made by the First Party/Land Owner hereinabove are all true and correct and agrees and covenants to perform each and every representation and the failure in such performance or detection of any representation as false (partially or wholly) or incorrect or misleading shall amount to breach and default of the terms and conditions of this agreement by the First Party/Land Owner.

ii) That with effect from the date of execution hereof, the First Party/Land Owner shall neither deal with, transfer, let out or create any Encumbrance in respect of the Subject Property or any part thereof or any development to be made thereat save only to the extent permitted expressly hereunder.

iii) That The First Party/Land Owner shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Second Party/Developer/Builder.

iv) That the First Party shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and not do or permit any act or omission contrary to the terms and conditions of this agreement in any manner.

v) That the First Party/Land Owner shall not cause any interference or hindrance in the sanction/ modification/alteration of Sanction Plans in terms hereof, construction and development at the Project Site by the Second Party and/or Transfer of the Second Party's Allocation and not to do any act deed or thing whereby any right of the Second Party hereunder may be affected nor make any claim whatsoever in any other part or portion of the Housing Enclave and or in the Amalgamated Premises except the First Party's Allocation.

vi) That For all or any of the purposes contained in this agreement, the First Party shall render all assistance and co-operation to the Second Party and sign execute, submit and deliver at the costs and expenses of the Second Party all plans, specifications, undertakings, declarations, no objections, disclaimers, releases, papers, documents, powers and authorities as may be lawfully or reasonably required by the Second Party from time to time.

vii) That it is bi-laterally agreed in between the parties hereto that the First Party/Land-Owner shall bear proportionate costs or charges for installation of electrical transformer within the Housing Enclave/ Amalgamated Premises for

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the reasons of consumption of electricity within the allocated areas of the First Party/Land Owner.

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

22. The parties shall abide by all Laws, Bye-Laws, Rules and Regulations of the Government, Local Bodius statutory authorities as the case may be and each of the parties herein shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws, Bye Laws, Rules and Regulations if made by each of them.

23. The respective allottees shall keep the interior and external walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the new building or buildings in good working condition and repair and in particular so as not to cause any damage to the new building or buildings or any other space or accommodation therein and shall keep other occupiers of the building indemnified from and against the consequences of any breach.

24. The parties hereto shall not do or cause to be done any act or thing which may render void and violable any in insurance of the new building or buildings or any part thereof and shall keep the Developer and other occupiers of the said building/s harmless and indemnified from and against the consequence of any breach.

25. No combustible goods or other items/materials shall be kept by the Landowner or by the Developer for display or otherwise in the corridors or other places of the common use in the new building or buildings and no hindrance shall be caused in any manner in the free movement in the corridors and other places of common use in the new building or buildings and in case any such hindrance is caused by the Developer or the Landowner and/or its respective nominees/ assignees, as the case may be shall entitled to remove the same at the risk and cost of each of them.

26. Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the new Building or Buildings or in the compounds corridors or any other portion or portions of the new Building or buildings.

27. The landowner shall permit the Developer and its servants and agents with or without workmen and others at all reasonable times, to enter into and upon the Owners' Allocation and every part thereof for the purpose of maintenance or repairing any part of the new building and/or for the purpose of repairing maintaining re-building cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down maintaining repairing and testing drains, gas and water pipes and electric wires and for now similar purposes.

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A. H. ORISANI SECRETARY

S. Singh  
C. Singh



28. For each unit under the "Owner's Allocations" if sold in future, the Developer shall be entitled to the necessary mandatory charges as hereunder from the intending purchaser/s:-

- A. (i) Proportionate cost of Installation of main meter or Transformer / Electrical equipments costs, deposits and others.  
(ii) Power Backup Charges.  
(iii) Club membership charge.
- B. (i) Pay and Deposit in advance 6 months of monthly common maintenance charges.  
(ii) Pay and Deposit a sum of Rs. 10,000/- as a Security Deposit towards temporary consumption of electricity from the Main Service connection.  
(iii) The actual amount of Security Deposit charged by the WBSEDCL Authority is payable by the Land Owner in respect of individual meter for each unit under the Owners' Allocable Portions.

29. IT IS FURTHER agreed and understood between the parties hereto as follows:-

i) The Landowner and the Developer have entered into this agreement purely for construction and delivery of Owner's Allocable portions by the Developer to the Landowner as well as selling of residuary areas as Developer's Allocable portion by the Developer and nothing contained herein shall be deemed to construed as partnership between the Developer and the Landowner in any manner nor it shall be construed that the parties hereto constitute as an association of persons in any manner whatsoever since it is a contract made by and between the parties herein for the subject and objects contained hereto and hereunto.

ii) The "Landowner's Allocation" shall be handed over with peaceful possession after compliance with all the obligations on the part of the Developer i.e. immediately on completion of the internal finishing works of all the Landowner's Allocable portions in each of all the respective buildings subject to due compliance of all the obligations on the part of the Landowner under the terms and conditions of this Agreement and under the Law of Land and also under all prevailing laws for the time being in force; and it is clearly understood by and between the parties hereto that during taking delivery of their allocable portions in each of the Buildings the Landowner shall not raise any objection and or create any obstruction if some common portions and common facilities are not completed during such materials time of delivery of possession in each of the respective Buildings and even in such event the Developer shall be in obligation to subsequently finish and complete all such unfinished common portions and common facilities intended and require to be made by the Developer and as specified in third schedule hereunder written.

iii) The Landowner shall not be held responsible for any omission and/or commission of any act by the Developer or any of their misrepresentation and/or

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dispute with the intending purchaser of the Developer's Allocation and/or any part thereof.

30. However, if any disputes or differences arises between the parties implementing this agreement or facing true interpretation to the terms herein, the same shall be referred to an Advocate or Arbitrator chosen by the parties hereto or such separate one or two Advocates or Arbitrators selected by each of the party with the right to appoint umpire, whose decision and award as envisaged in Indian Arbitration And Conciliation 1996 and its modifications for the time being in force shall be final and binding on both the parties.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(The Said Land)**

ALL THAT piece and parcel of a demarcated land measuring an area of 04 Cottahs, 03 chittacks, 11 sq. ft. be the same a little more or less out of 0.19 acre or 11 Cottahs, 03 chittacks, 11 sq. ft. together with 200 sq. ft. old R.T. Shaded Structure standing thereon, lying and situated at Mouza: Mahisbathan, J.L. No. 18, R.S. No. 203, Touzi No. 145, comprised in C.S. Dag No. 253, corresponding to R.S. & L.R. Dag No. 154, under C.S. Khatian No. 76, Hal Khatian No.78, corresponding to K.B. Khatian No. 61 and presently under L.R. Khatian Nos. 643, 1841 & 1840 in the Land Settlement Record of Right, Police Station: Rajarhat at present under Bidhannagar ECPS, Purbapara, Krishnapur, Ward No.28, District of North 24-Parganas presently within the limits of Bidhannagar Municipal Corporation TOGETHER WITH all manners of easement right, properties, benefits and appurtenances in connection to the 'Said Land' is bulled and bounded as follows:

ON THE NORTH	:	By Land in Part of R.S./L.R. Dag No. 157;
ON THE SOUTH	:	By Land in Part of R.S./L.R. Dag No. 154;
ON THE EAST	:	By Land in Part of R.S./L.R. Dag No. 154;
ON THE WEST	:	By 16' Feet Wide Common Road;

**THE SECOND SCHEDULE (PART-I) ABOVE REFERRED TO:**  
**(The Owner's Allocations)**

ALL THAT the total constructed areas of the proposed building/s, total 30% (thirty percent) share of the total super built up area in a manner of several numbers of self-contained of residential flats & garages distributed proportionately in all floors both on the front and back portions in the proposed building/s including of proportionate and undivided shares in all common areas and common amenities in the Said Premises described in the Fourth Schedule and constructed and finished as per specifications under the Third Schedule and to be delivered to the Owner out of the total built up area to be constructed by the Developer on and upon the land under the First Schedule above and or on the proposed amalgamated land as defined hereinabove together with

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*S. Sanyal*  
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S. Sanyal  
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undivided proportionate shares of the Said Land described in the First Schedule hereinabove.

**(Developer's Allocation)**  
**(Part - II)**

**ALL THAT** Constructed Areas save and except the portions allocable to the owner and also the common areas, the entire remaining area in the new buildings consists of the residential flats, commercial spaces and garage/car parking space so to be constructed on and upon the land under the First Schedule above and or on the proposed amalgamated land as defined hereinabove along with undivided and proportionate share of the common facilities which shall absolutely belongs to the Developer and/or its nominee/s or assignees under the terms and conditions of this Development Agreement.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**S P E C I F I C A T I O N**

**1. DOOR & WINDOW**

All door-frames ( size 4" x 2 1/2" ) would be made of Sal wood, doors shutter would be flush doors made of commercial ply (Globe Ply or any other co. of the same quality) main door thickness 32 mm and all other doors thickness 30 mm fitted with mortise locks (Glider 4 Levers). Main door would be fitted with Godrej night latch lock and there would not have any lock in kitchen and bathrooms. All windows would be made of steel with glass panel. All doors and windows would be painted with white enamel paint (Berger Co.).

**2. FLOORING**

All Bed Rooms, Dining-cum-Living, and would be finished with Ivory Vitrified tiles (24" X 24") flooring and 4" skirting. Bath-room, Kitchen & Balcony would be finished with Ivory Ceramic tiles (12" X 12") flooring. The walls of the Toilets/Bathrooms would finish with white glazed tiles in 60" height. Roof would be finished with roof tiles.

**3. SANITARY & PLUMBING**

Standard Toilet would be provided with C.P. Shower, one commodes/Indian/ English type pan (Perryware) with P.V.C. cistern (Reliance Co.). And in W. C. there would be only one tap. (All taps & C.P. fittings of Vertex & Victoria Co.) There would be no concealed line and geyser line. There would be only one basin (Perryware) in each flat.

**4. KITCHEN**

One Green marble platform, one sink, floors would be finished with marble and 2" skirting white glaze tiles on the back of the cooking platform to protect the oil spots.

**5. ELECTRICAL WIRING**

a. Concealed wiring in all flats (Copper electrical wire, Rajdhani or J.J.)

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*[Signature]*  
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b. Each flat will be provided with the following electrical points:  
(All switches Preetam Sleek & all board cover Bakelite)

- |                    |  |
|--------------------|--|
| i) Bed room (each) | 2 Light points<br>1 Fan point<br>1 Plug point (5 Amp.)         |
| ii) Dining/Drawing | 3 Light points<br>1 Fan point<br>1 Plug point (15 Amp.)        |
| iii) Kitchen       | 1 Light point<br>1 Exhaust Fan Point<br>1 Plug point (15 Amp.) |
| iv) Toilet         | 1 Light point<br>1 Exhaust Fan Point                           |
| v) Verandah        | 1 Light point  |
| vi) W. C. (Toilet) | 1 Light point  |
| vii) Entrance      | 1 Door-bell point  |

6. **WATER**

Underground water tank and overhead water tank is to be constructed for supply of water (24 hours).

7. **PAINTING** : Plaster of Paris inside walls.
8. **OUTSIDE PAINTING** : Snowcem 2 coats painting.
9. **RAILING OF STAIR CASE** : Railing of iron.
10. **STAIR CASE PAINTING** : Plaster of Paris
11. **LIFT** : One MCD (Manual Collapsible Door) lift in each Block.

**THE FOURTH SCHEDULE REFERRED TO :**

1. Staircase of all the floors of the said multi-storied building.
2. Common landings with lift, Common passage including main entrance leading to the ground floor.
3. Water tank, overhead tank and water supply line from Deep Tube-well with 440 volts Motor and Water pump.
4. Common toilet on the ground floor.
5. Common Carotaker's room.
6. Meter space.
7. External electrical installations switch boards and all electrical wiring and other electrical fittings installed in the said building.

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*Sybil Singh*  
Authorised Signatory

*Sybil Singh*



8. Drainages, sewerage, septic tank and all pipes and other installations for the same.

9. Boundary walls and Main gate.

10. Such other common parts areas equipments installations fittings fixtures and common and common passages as shall be provided by the Developer at its sole discretion and as shall be available in future in or about the said land and the said building and or in amalgamated land and buildings as are necessary for passage and/or use of the unit in common by the co-owners with the Developer and/or its respective nominees appertaining to proportionate cost in terms of sq. ft. It is expressly mentioned hereby that the Developer shall be exclusively entitle to provide the common passages at its sole choice and desecration leading from Main Road through another adjacent properties to the said property hereunder the First Schedule and reaching to others property surrounding and adjacent herewith and amalgamated with each others in future by the developer for the free ingress and egress of the prospective buyers /residents of proposed buildings in this premises and or in the said amalgamated premises.

11. Other areas and installations and/or equipments if so provided by the Developer in the Building and/or the Premises, at extra cost, for common use and enjoyment such as CC TV, EPABX, Intercom, Cable TV connection, Internet Connection, Telephone lines, Gas lines etc. and other common amenities and facilities for common uses.

#### COMMON EXPENSES:

1. All expenses for the maintenance, operating replacing repairing renovating and repainting of the common portions and areas in the building including the outer walls and boundary walls of the building.

2. All the expenses for running and operating all machinery equipments and installations comprised in the common portion including the cost of repairing, replacing and renovating the same.

3. Costs and charges of establishment for maintenance of the said building.

4. Costs and insurance premium for insuring the building and/or the common portion.

5. All charges and deposits for supply of common utilities to all the co-owners in common.

6. Municipal tax, water tax and other rates in respect of the premises and building (save and except those separately assessed in respect of any unit of the purchaser).

7. Cost of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.

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*Sujeet Mupkar*

*Sujeet Ansh*

8. Electricity charges for the electrical energy consumed for the operation of the equipment and installation of the common service and lighting the common portions including system loss for providing electricity to each unit.

9. All litigations expenses incurred for the common purpose and relating to the common use and enjoyment of the common portion and for all common affairs.

10. All other expenses as shall be required in future for running of proper and smooth administration of the Building or Buildings and the upkeepment of the same.

**IN WITNESSES WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

By the LANDOWNER at Kolkata

in the presence of:-

1. Chandranath Das  
A/3-G, Salt Lake, Sector-1  
Kolkata - 64.

2. Suman Chitra  
A/3-G, Salt Lake  
Kolkata

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*Sigra Gupta*  
Authorized Signatory

LANDOWNER

SIGNED, SEALED AND DELIVERED

By the DEVELOPER at Kolkata

in the presence of:-

1. Chandranath Das

2. Suman Chitra

PUSHAPDHAM APARTMENT PVT. LTD.

*Sigra Gupta*  
Authorized Signatory

DEVELOPER

Drafted by me,

Advocate.

28 APR 2017

Date Day of 20



In the Matter of :  
Instrument 'A'  
and  
In the Matter of

**NOTARIAL CERTIFICATE**



**B. N. SAHA**  
M.A., L.L.B.  
(Govt. of West Bengal)  
Regn. No. 23 / 02  
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