

THIS DEVELOPMENT AGREEMENT is made on this 15th

day of Septem 2011

BETWEEN SUSHIL KUMAR

AGARWAL, Son Kanhiya Lal Agarwal, Holding PAN:ACIPA8602Q, NEELAM AGARWAL, Wife of Sushil Kumar Agarwal, Holding PAN:ACXPA1539R, both residing at 6/7, New Seal Lane, Howrah-711101, P.S. Howrah, PAWAN KUMAR GUPTA, Son of Late Bhaiya Ram Gupta, Holding

KAMAL KUMAR PAUPAN:ADRPG8323N, residing at 15, Noormal Lohia Lane, Kolkata-Regal No.2700/04 700007, P.S. Burrabazar, NIKHIL BHARTIA, Son of Om Prakash Kolksta-700 001

Bhartia, Holding PAN:AMGPB2148G, NIKUNJ BHARTIA, Son of

Neelam Agarura NKhilBhartia

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SI Noc Sold To	DEBABRATA BAMERJEE dvocate 12/1, Lindsay Street, Ground & 2nd Floor Front Building, Kolkata - 700087 Ph : 2252-2633/3241
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Om Prakash Bhartia, Holding PAN: AKDPB6670J, both residing at 640; Block-O, New Alipore, Kolkata-700053, P.S. New Alipore, SUMITRA DEVI AGARWALLA, Wife of Sri Badri Narayan Agarwalla, Holding PAN: ACMRA6617M, residing at Block-A2, Second Floor, GANGES GARDEN, 106, K. S. Singha Road, Howrah-711102, P.S. Shibpur, SANDHYA CHOUDHARY, Wife of Ashok Kumar Choudhary, Holding PAN:AERPC3428H, RITU CHOUDHARY, Wife of Krishna Kumar Choudhary, Holding PAN: AFYPK4307B, both residing at Kundan Bye Lane, JINDAL TOWER, B-Block, Liluha, Howrah-711204, P.S. Liluha, and NISHANT PASARI, Son of Sri Naresh Kumar Pasari, Holding PAN: AJAPP4612J, residing at 51, Dobson Road, Howrah-711101, P.S. Golabari, hereinafter jointly called and referred to as the OWNERS (which term or expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators representatives, successors and/or assigns) the Party of the FIRST PART:

AND

M/S. PAKHI VINCOM PVT. LTD., a Company incorporated under the Companies Act, 1956, Holding PAN: AAECP9871B, having its registered office at 37A, Bentick Street, Bentick Chambers, 2nd Floor, Room No.215, Kolkata-700069, represented by its one of the Directors, OM PRAKASH BHARTIA Son of Late Bhanwar Lal Bhartia, residing at 640, O Block, New Alipore, P.S. New Alipore, Kolkata-700053, hereinafter referred to as "THE DEVELOPERS" (which expression shall unless excluded by or repugnant to the subject or context mean and include its successor or successors-in-interest and assigns) the Party of the SECOND PART:

WHEREAS One MAHENDRA NATH LAW, son of Late Beni Madhab Law became the absolute owner of ALL THAT land measuring more or less 27 (Twenty CAMAL KUM Severil Cottah 2 (Two) Chatak 6 (Six) Sq.ft together with shed and structure NOTARY SOVE OF INT Rept to 2 measuring more or less 13100 Sq.ft., standing thereon at and being presently Lane), Kolkata-700053, P.S - New Alipore under KMC ward No.81 particularly

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described in the FIRST SCHEDULE herein after mentioned along with other properties, by virtue of final decree passed in connection with the partition suit bearing Suit No. 1319 of 1933 in the High Court of Calcutta Ordinary Original Civil Jurisdiction.

AND WHEREAS said Mahendra Nath Law by executing registered deed of gift in Bengali vernacular gifted the above mentioned property along with other properties to his son Santosh Chandra Law also known as Santosh Chandra Laha and said deed of gift was registered on 13th October, 1953 at the office of Registrar Of Assurances, Calcutta and recorded in Book No.I Volume No.114 Pages 81 to 84 Being No.4151 for the year 1953.

AND WHEREAS said Santosh Chandra Law also known as Santosh Chandra Laha died on or about 15.08.2003 after making and publishing his last will and testament dated 15.12.1993 wherein he bequeathed the above mentioned Property along with some of his other immovable properties to his son Sanjib Kumar Law also known as Sanjib Kumar Laha.

AND WHEREAS the said will of the said Santosh Chandra Law also known as Santosh Chandra Laha was duly proved in the Hon'ble High Court at Calcutta in its testamentary and intestate jurisdiction, in the goods of Santosh Chandra Law also known as Santosh Chandra Laha deceased, vide Case No. P.L.A No.201 of 2004 and probate thereof was duly granted on or about 12th Day of October,2004 to Satarupa Law also known as Satarupa Laha executrix and Durga Shankar Mullick executor appointed by the deceased testator.

KAMAL KUMAR PAUL Regn. No.2700/04

HAND WHEREAS the said executrix and executor there after duly completed the 2 A | Sankshall Street administration of the said estate of the deceased testator.

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AND WHEREAS said Sanjib Kumar Law also known as Sanjib Kumar Laha became seized and possessed of and sufficiently entirled to the said TOTAL PROPERTY. With the consent and approval of his mother Satarupa Law also known as Satarupa Laha and his elder brother Mihir Kumar Law also known as Mihir Kumar Laha all of them applied for mutation to mutate their names as Owners of the above mentioned Property before Kolkata Municipal Corporation, and Kolkata Municipal Corporation duly mutated their names in their records vide Assesse No.110810700026, although the deceased testator give demised and bequeathed the above mentioned Property to Sanjib Kumar Law also known as Sanjib Kumar Laha only.

AND WHEREAS by virtue of above mentioned acts, deeds and things the SRI.

SANJIB KUMAR LAW also known as SRI. SANJIB KUMAR LAHA was become absolute Owner of the above mentioned Property and SRI. SANJIB KUMAR LAW also known as SRI. SANJIB KUMAR LAHA was lawfully seized and possessed of or is otherwise well and sufficiently entitled to the above mentioned Property as its absolute Owner in fee simple free from all encumbrances, subject to tenancy.

AND WHEREAS SRI. SANJIB KUMAR LAW also known as SRI. SANJIB
KUMAR LAHA, son of Late Santosh Chandra Law as Vendor therein and (1)
SMT. SATARUPA LAW also known as SMT. SATARUPA LAHA, wife of Late
Santosh Chandra Law also known as Late Santosh Chandra Laha, (2) SRI.
MIHIR KUMAR LAW also known as SRI. MIHIR KUMAR LAHA, Son of Late
Santosh Chandra Law also known as Late Santosh Chandra Laha (3) SRI LAL
MOHAN ROY, Son of Late Mohini Mohan Roy, (4) SMT. DEBALA ROY, wife of
Late Gora Chand Roy, (5) SMT. TARA RANI BAIDYA ROY, wife of Late Kanai
Late Baidya,, and Daughter of Mohinimohan Roy, (6) SMT. SANGHAMITRA
NAG, wife of Sri Somnath Nag, (7) SMT.SWARNA SANA also known as SMT.

SWARNAMAYI SANA wife of Sri. Jamini Bhusan Sana, (8) SMT. SHEFALI

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BISWAS, wife of Sri. Rabindra Nath Biswas, and 19) SMT. BELA ROY, wife of Sri Dilip Roy, as Confirming Party therein sold, conveyed and transferred absolutely and for ever in favour of SUSHIL KUMAR AGARWAL, Son of Kanhiya Lal Agarwal, & NEELAM AGARWAL, Wife of Sushil Kumar Agarwal, the Owner herein ALL THAT Land measuring more or less 6 Cottahs 12 Chittacks 24 Sq.ft. being undivided 25% share or interest in the total Land measuring more or less 27 (Twenty Seven) Cottah 2 (Two) Chatak 6 (Six) Sq.ft at and being Premises No.16, Mondal's Temple Lane, (also known as 16, Mondal Temple Lane) Kolkata-700053, P.S. New Alipore under KMC ward No.81, by executing a registered deed of conveyance dated 1st July,2011 registered before Addl. Registrar Of Assurance-I of Kolkata, Book No.I, CD Volume No.13, Pages 6838 to 6862, Being No.05703 for the year 2011.

AND WHEREAS SRI. SANJIB KUMAR LAW also known as SRI. SANJIB KUMAR LAHA, son of Late Santosh Chandra Law as Vendor therein and (1) SMT. SATARUPA LAW also known as SMT. SATARUPA LAHA, wife of Late Santosh Chandra Law also known as Late Santosh Chandra Laha, (2) SRI. MIHIR KUMAR LAW also known as SRI. MIHIR KUMAR LAHA, Son of Late Santosh Chandra Law also known as Late Santosh Chandra Laha (3) SRI LAL MOHAN ROY, Son of Late Mohini Mohan Roy, (4) SMT. DEBALA ROY, wife of Late Gora Chand Roy, (5) SMT. TARA RANI BAIDYA ROY, wife of Late Kanai Lal Baidya,, and Daughter of Mohinimohan Roy, (6) SMT. SANGHAMITRA NAG, wife of Sri Somnath Nag, (7) SMT.SWARNA SANA also known as SMT. SWARNAMAYI SANA wife of Sri. Jamini Bhusan Sana, (8) SMT. SHEFALI BISWAS, wife of Sri. Rabindra Nath Biswas, and (9) SMT. BELA ROY, wife of Sri Dilip Roy, as Confirming Party therein sold, conveyed and transferred "absolutely and for ever in favour of PAWAN KUMAR GUPTA, Son of Late Bhaiya Ram Gupta, the Owner herein ALL THAT Land measuring more or less Novata-705 Cottahs 6 Chittacks 38 Sq.ft. being undivided 20% share or interest in the total Land measuring more or less 27 (Twenty Seven) Cottah 2 (Two) Chatak 6

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(Six) Sq.ft at and being Premises No.16, Mondal's Temple Lane, talso known as 16, Mondal Temple Lane) Kolkata-700053, P.S. New Alipore under KMC ward No.81, by executing a registered deed of conveyance dated Ist July 2011 registered before Addl. Registrar Of Assurance-I of Kolkata, Book No.I., CD Volume No.13, Pages 6785 to 6810, Being No.05701 for the year 2011.

AND WHEREAS SRI. SANJIB KUMAR LAW also known as SRI. SANJIB KUMAR LAHA, son of Late Santosh Chandra Law as Vendor therein and (1) SMT. SATARUPA LAW also known as SMT. SATARUPA LAHA, wife of Late Santosh Chandra Law also known as Late Santosh Chandra Laha, (2) SRI. MIHIR KUMAR LAW also known as SRI. MIHIR KUMAR LAHA, Son of Late Santosh Chandra Law also known as Late Santosh Chandra Laha (3) SRI LAL MOHAN ROY, Son of Late Mohini Mohan Roy, (4) SMT. DEBALA ROY, wife of Late Gora Chand Roy, (5) SMT. TARA RANI BAIDYA ROY, wife of Late Kanai Lal Baidya,, and Daughter of Mohinimohan Roy, (6) SMT. SANGHAMITRA NAG, wife of Sri Somnath Nag, (7) SMT.SWARNA SANA also known as SMT. SWARNAMAYI SANA wife of Sri. Jamini Bhusan Sana, (8) SMT. SHEFALI BISWAS, wife of Sri. Rabindra Nath Biswas, and (9) SMT. BELA ROY, wife of Sri Dilip Roy, as Confirming Party therein sold, conveyed and transferred absolutely and for ever in favour of NIKHIL BHARTIA, Son of Om Prakash Bhartia, & MKUNJ BHARTIA, Son of Om Prakash Bhartia, the Owner herein ALL THAT Land measuring more or less 5 Cottahs 6 Chittacks 38 Sq.ft. being undivided 20% share or interest in the total Land measuring more or less 27 (Twenty Seven) Cottah 2 (Two) Chatak 6 (Six) Sq.ft at and being Premises No.16, Mondal's Temple Lanc, (also known as 16, Mondal Temple Lane) Kolkata-700053, P.S. New Alipore under KMC ward No.81, by executing a registered

deed of conveyance dated 1st July,2011 registered before Addl. Registrar Of Rago, No. Assurance-I of Kolkata, Book No.I, CD Volume No.13, Pages 6889 to 6914, ORata-700.001 Being No.05705 for the year 2011.

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AND WHEREAS SRI. SANJIB KUMAR LAW also known as SRI. SANJIB KUMAR LAHA, son of Late Santosh Chandra Law as Vendor therein and (1) SMT. SATARUPA LAW also known as SMT. SATARUPA LAHA, wife of Late Santosh Chandra Law also known as Late Santosh Chandra Laha, (2) SRI. MIHIR KUMAR LAW also known as SRI. MIHIR KUMAR LAHA, Son of Late Santosh Chandra Law also known as Late Santosh Chandra Laha (3) SRI LAL MOHAN ROY, Son of Late Mohini Mohan Roy, (4) SMT. DEBALA ROY, wife of Late Gora Chand Roy, (5) SMT. TARA RANI BAIDYA ROY, wife of Late Kanai Lal Baidya,, and Daughter of Mohinimohan Roy, (6) SMT. SANGHAMITRA NAG, wife of Sri Somnath Nag. (7) SMT.SWARNA SANA also known as SMT. SWARNAMAYI SANA wife of Sri. Jamini Bhusan Sana, (8) SMT. SHEFALI BISWAS, wife of Sri. Rabindra Nath Biswas, and (9) SMT. BELA ROY, wife of Sri Dilip Roy, as Confirming Party therein sold, conveyed and transferred absolutely and for ever in favour of SUMITRA DEVI AGARWALLA, Wife of Sri Badri Narayan Agarwalla, the Owner herein ALL THAT Land measuring more or less 2 Cottahs 11 Chittacks 18 Sq.ft. being undivided 10% share or interest in the total Land measuring more or less 27 (Twenty Seven) Cottah 2 (Two) Chatak 6 (Six) Sq.ft at and being Premises No.16, Mondal's Temple Lane, (also known as 16, Mondal Temple Lane) Kolkata-700053, P.S. New Alipore under KMC ward No.81, by executing a registered deed of conveyance dated 1st July,2011 registered before Addl. Registrar Of Assurance-I of Kolkata, Book No.I, CD Volume No.13, Pages 6863 to 6888, Being No.05704 for the year 2011.

AND WHEREAS SRI. SANJIB KUMAR LAW also known as SRI. SANJIB KUMAR LAHA, son of Late Santosh Chandra Law as Vendor therein and (1) SMT. SATARUPA LAW also known as SMT. SATARUPA LAHA, wife of Late Santosh Chandra Law also known as Late Santosh Chandra Laha, (2) SRI. MIHIR KUMAR LAW also known as SRI. MIHIR KUMAR LAHA, Son of Late M. Santosh Chandra Law also known as Late Santosh Chandra Laha (3) SRI LAL MOHAN ROY, Son of Late Mohini Mohan Roy, (4) SMT. DEBALA ROY, wife of

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Late Gora Chand Roy, (5) SMT. TARA RANI BAIDYA ROY wife of Late Kanai Lal Baidya,, and Daughter of Mohinimohan Roy, (6) SMT. SANGHAMITRA NAG, wife of Sri Somnath Nag, (7) SMT.SWARNA SANA also known as SMT. (8) SMT. SHEFALI SWARNAMAYI SANA wife of Sri. Jamini Bhusan Sana, BISWAS, wife of Sri. Rabindra Nath Biswas, and (9) SMT. BELA ROY, wife of Sri Dilip Roy, as Confirming Party therein sold, conveyed and transferred absolutely and for ever in favour of SANDHYA CHOUDHARY, Wife of Ashok Kumar Choudhary, & RITU CHOUDHARY, Wife of Krishna Kumar Choudhary, the Owner herein ALL THAT Land measuring more or less 4 Cottahs 1 Chittacks 5 Sq.ft. being undivided 15% share or interest in the total Land measuring more or less 27 (Twenty Seven) Cottah 2 (Two) Chatak 6 (Six) Sq.ft at and being Premises No.16, Mondal's Temple Lane, (also known as 16, Mondal Temple Lane) Kolkata-700053, P.S. New Alipore under KMC ward No.81, by executing a registered deed of conveyance dated 1st July,2011 registered before Addl. Registrar Of Assurance-I of Kolkata, Book No.I, CD Volume No.13, Pages 6811 to 6836, Being No.05702 for the year 2011.

AND WHEREAS SRI. SANJIB KUMAR LAW also known as SRI. SANJIB KUMAR LAHA, son of Late Santosh Chandra Law as Vendor therein and (1) SMT. SATARUPA LAW also known as SMT. SATARUPA LAHA, wife of Late Santosh Chandra Law also known as Late Santosh Chandra Laha, (2) SRI. MIHIR KUMAR LAW also known as SRI. MIHIR KUMAR LAHA, Son of Late Santosh Chandra Law also known as Late Santosh Chandra Laha (3) SRI LAL MOHAN ROY, Son of Late Mohini Mohan Roy, (4) SMT. DEBALA ROY, wife of Late Gora Chand Roy, (5) SMT. TARA RANI BAIDYA ROY, wife of Late Kanai Lal Baidya,, and Daughter of Mohinimohan Roy, (6) SMT. SANGHAMITRA NAG, wife of Sri Somnath Nag, (7) SMT.SWARNA SANA also known as SMT.

KAMAL KUMAR PAUL OTARY GOVSWARNAMAYI SANA wife of Sri. Jamini Bhusan Sana, (8) SMT. SHEFALI Rega, No.2

C.M.M. BISWAS, wife of Sri. Rabindra Nath Biswas, and (9) SMT. BELA ROY, wife of

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Sri Dilip Roy, as Confirming Party therein sold, conveyed and transferred absolutely and for ever in favour of NISHANT PASARI, Son of Sri Naresh Kumar Pasari, the Owner herein ALL THAT Land measuring more or less 2 Cottahs 11 Chittacks 18 Sq.ft. being undivided 10% share or interest in the total Land measuring more or less 27 (Twenty Seven) Cottah 2 (Two) Chatak 6 (Six) Sq.ft at and being Premises No.16, Mondal's Temple Lane, (also known as 16, Mondal Temple Lane) Kolkata-700053, P.S. New Alipore under KMC ward No.81, by executing a registered deed of conveyance dated 1# July,2011 registered before Addl. Registrar Of Assurance-I of Kolkata, Book No.I, CD Volume No.13, Pages 6657 to 6682, Being No.05700 for the year 2011.

AND WHEREAS by virtue of the above mentioned Deeds of Conveyance Owners herein became the absolute Owners of ALL THAT Land measuring more or less 27 (Twenty Seven) Cottah 2 (Two) Chatak 6 (Six) Sq.ft TOGETHER WITH structure thereon at and being presently Premises No.16, Mondal's Temple Lane, (also known as 16, Mondal Temple Lane) Kolkata-700053, P.S. New Alipore, under KMC ward No.81 hereinafter called and referred as the SAID PROPERTY, more fully and particularly described in the FIRST SCHEDULE hereinafter mentioned.

AND WHEREAS Owners herein mutated their names in the Assessment records of Kolkata Municipal Corporation vide Assessee No.110810700026 and decided to develop the SAID PROPERTY.

AND WHEREAS the Owners have assured the Developer that the SAID PROPERTY is free from all encumbrances, liens, lispendens, attachments and mortgages of any nature whatsoever or howsoever. The Owners have assured MAMAL KUMAR PAUL MOTARY GOVERN Developer that they have marketable and saleable right and title over and Ragg, Nu.2706/04 CMM's above the SAID PROPERTY and SAID PROPERTY is under the possession of

Yenants as well as unauthorized occupant.

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AND WHEREAS the Owners declare and confirm as follows:

- That they will supply to the Developer all papers and documents and sign all applications, affidavits and returns necessary for obtaining no objection certificate by the Developer from the office of the Competent authority under the urban Land (Ceiling and Regulation) Act, 1976 required for the development of the Premises at the endeavor and cost of the Developer.
- 2. That they undertake to pay all rates taxes all other impositions and/or out goings payable in respect of the SAID PROPERTY upto signing of this Agreement.
- That no certificate proceedings and/or notice of attachment has been instituted and/or levied and/or served under the Income Tax Act, 1961.
- 4. That no notice has been served on the Owner for the acquisition of the SAID PROPERTY under any Law or Acts and/or Rules made or framed thereunder and the Owner has no knowledge of issuance of any such notice or notices under any Acts and/or Rules for the time being in force affecting the SAID PROPERTY or any part thereof.
- 5. That the Owner has not entered into any agreement for sale/development in respect of the SAID PROPERTY or any part or portion thereof.
- That the Owner has not created any encumbrances in respect of the SAID PROPERTY.

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AND WHEREAS all the Parties hereto decided to have a formal agreement in

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NOW THIS INDENTURE WITNESSES AS FOLLOWS:

2. DEFINITION

- a) THE PREMISES shall mean ALL THAT ALL THAT Land measuring more or less 27 (Twenty Seven) Cottah 2 (Two) Chatak 6 (Six) Sq.ft at and being presently Premises No.16, Mondal's Temple Lane, (also known as 16, Mondal Temple Lane) Kolkata-700053, P.S. New Alipore, under KMC ward No.81 being Assessee No.110810700026 District Registration Office at Alipore, District 24 Parganas (South).
- b) LAND shall mean the Land comprised in the Premises.
- c) THE ARCHITECT shall mean person or persons as may be appointed from time to time by the Developer for the purpose of this Project.
- d) THE BUILDER shall mean Engineer, Constructor, Fabricator, Labour Supplier, Builder and other person or the Developer for the purpose of this project may appoint persons as from time to time.
- e) BUILDING shall mean building or buildings intended to be constructed on the said Premises in accordance with the Plan to be sanctioned by the Kolkata Municipal Corporation or by any other appropriate authority competent to accord such sanction and shall include any open space including car parking spaces in the said premises. And shall always be named and known as GANGES CASTLE.
- f) COMMON PORTION shall mean all the common areas and installations to comprise in the New Building and the Premises, after the development, Regat No.2 including staircases, landings, lobbies, corridors, lifts, lift machine room, I have passages, durwan's room, water pump rooms, association room, generator

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rooms, common toilets on the Ground floor, underground water overhead water tanks and other installations and facilities.

- g) COMMON PURPOSES shall mean all acts, deeds and things as are necessary for ensuring the beneficial use of the New Buildings by the Unit Owners, in common.
- h) COMMON FACILITIES, AMENITIES AND INSTALLATIONS shall mean and include corridor, Hall-Ways, stair-ways, passage-ways, landings, driveways, courtyard, common laboratories, water pump room, water reservoirs, overhead water pump with motor and other installations which are required and intended to be created by the Developer for the establishment enjoyment maintenance and management of the said Buildings.
- i) PLAN shall mean the Plan to be sanctioned by the Kolkata Municipal Corporation or any other competent authority to accord such sanction and drawings and specifications of the Building to be prepared by the Architect and approved by the Developer.
- il SUPER BUILT UP AREA shall mean according to the context the covered area of the said unit/Flat which shall include interalia.
 - i. In the Building the proportionate area of the Common Portion and will also include overhead staircase room, lobbies, landing, corridors on all the floors, staircase, overhead tanks security and staff room if any PROVIDED THAT if any wall or column be common between the two units then one half of the area under such wall or columns shall included in the area of such unit.

KAMAL KUMAR PAUL NOTARY GOVT, OF INDIA Regd, 146,2700/04

1. U.N. Court the premises and entire complex the proportionate area of the Kowara-700 001 transformer rooms if any, generator rooms if any, underground water

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reservoir, septic tanks, switch room/s and any other space occupied for the use of unit holders in common, common bathroom/s, (if any) on the Ground Floor.

- k) OWNER'S SHARE 50% of the sale price of the project less expenses to be made by the Developer for and on account of Owner's i.e. Owner's behalf such as payment to occupants in the said Property for getting the said Property vacated, market value of the area to be allocated to any of the occupants for getting the said Property vacated from the occupants.
- DEVELOPER SHARE shall mean 50% of the sale price of the Project.
- m) TRANSFER shall mean and include transfer by possession or by any other means for effectuating the transfer of space of Flat or other Units lawfully in accordance with the terms and conditions of this Agreement and implementation of this project even though such transfer may not amount to transfer within the meaning of the Transfer of Property act.
- n) TRANSFEREE OR PURCHASER shall mean a natural person or persons or Firm or Limited Company or Association of persons or Body Corporate to whom any space in the Building/Buildings may have been agreed to be transferred or has actually been transferred.
- o) PROPORTIONATE OR PROPORTIONATELY shall according to its context mean the proportion which the super built up areas of any particular unit may bear to the entire super built up area for the purpose of determining the share of rates and taxes and common expenses and service charges KAMAL KUMAR Paintenance charges and it shall mean the proportion which the super built the GOVI. Of the area of any unit may bear to the land on which the said Unit is complete 6.54 Min. Court for the purpose of execution the Conveyance.

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- p) UNIT OR FLAT shall mean any residential Flats, shop, commercial or other areas in the New Buildings, which is capable of being exclusively used or enjoyed by any Unit Owners.
- ol UNIT OWNERS shall mean according to its context, mean all Owners of different Units in the New Buildings including the Developer and the Owners in respect of such Units as may remain unsold or be retained by them respectively.
- r) FORCE MAJEURE shall mean flood, earthquake, riot, war, storm, tempest, fire, civil commotion, air raid and/or any notice from the corporation or any other statutory body or prohibitory order of Court restraining the construction of the New Buildings at the Premises and/or changes in any Municipal Law or Laws.
- s) Singular number will include plural and vice versa.
- MASCULINE GENDER shall include feminine gender and vice versa.
- 2. Owners shall not do any act or thing, whereby the Developer shall be prevented from construction and/or completion of the said Building complex subject to terms of the Agreement.
- 3. The Owners hereby grant to the Developer the exclusive right to buildup and commercially exploit the said premises for the considerations stated herein and in accordance with the terms and conditions contained herein. Nothing in these presents shall be construed as a demise or assignment or transfer or conveyance in law by the Owners of the Premises or any part thereof to SAMAL KUMAR PAUL MATARY GOVI the Developer or as creating any right title or interest in respect thereof in Read, No. 27 the Developer. Possession of the Land will be always with the Owner. The

KON 418-70 License is given to the Developer to commercially exploit the same in terms

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- 4. The Developer for the consideration stated herein shall at its own cost and expenses will obtain all clearances including U.L.C. Clearance Certificate pollution Certificate, plans for construction of Building or buildings on the said Property and under the Owners signature with the approval of the Owners, the Developer shall apply for sanction of the same by the Kolkata Municipal Corporation in such manner as the Developer and their consultants may deem fit and proper.
- 5. SAID PROPERTY is under the possession of the Tenants and unauthorized occupants Owners and Developer shall jointly negotiated with the occupants to get the said property vacated. For getting the said Property vacated from the occupants if cash consideration has to pay then the said amount will be paid by the Developer for and on behalf of the Owners and the said amount will be deducted from the Owners shares payable to the Owners by the Developer. If any constructed area is to be allotted to the Occupants then in that case market value of the space will be deducted from the Owners share payable to the Owners by the developer.
 - i. The Developer shall be entitled to construct, erect and complete the New Buildings consisting of several residential Flats, Units, Shops, showrooms, Offices, Garages and other constructed spaces capable of being held and/or enjoyed as independent Units/Flats as per the sanctioned Plans.
- 8. The Developer at their own cost will construct and complete the construction of the premises in accordance with the Building Plan to be sanctioned by the Kolkata Municipal Corporation and with such specifications more fully and particularly mentioned in the FIFTH SCHEULDE hereinafter mentioned.

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Rept. 1992 10 For the purposes of construction of the Building or Buildings and making the factor of the Building or Buildings and making the factor of the purposes of construction of the Building or Buildings and making the factor of the purposes of construction of the Building or Buildings and making the factor of the purposes of construction of the Building or Buildings and making the factor of the Building or Buildings and making the factor of the Building or Buildings and making the factor of the Building or Buildings and making the factor of the Building or Buildings and making the factor of the Building or Buildings and making the factor of the Building or Buildings and making the factor of the Building or Buildings and making the factor of the Building or Buildings and making the factor of the Building or Buildings and making the factor of the Building or Buildings and making the factor of the factor of the factor of the Building or Buildings and making the factor of the fa

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allocations of Steel, Cement, Bricks and other materials as allocable to the Developer and/or its nominee or nominees or purchaser or Purchasers for construction of the Building or Buildings and also to apply for and obtain temporary and permanent connection of water electricity drainage gas and sewerage to the Building or Buildings and other inputs and facilities required for construction and enjoyment of the Building or Buildings in the said Premises at his own cost.

- 10. All sale Agreements with the intending Purchasers will be executed by the Owners and the Developer jointly but the Owner shall have no liability for the money received by the Developers for sale of Developer's allocation.
- 11. The Developer shall be entitled/authorized to enter into Agreement to sell or transfer or otherwise deal with the total constructed Floor space at any point of time after getting Plan sanction from Kolkata Municipal Corporation without taking any permission from the Owner. All amounts payable under said Agreement for the construction and also for the sale of proportionate share of Land shall be received by the developer for its own use, and Owner shall execute a conveyance of the undivided proportionate interest in the Land of the said Premises in favour of the said Buyer and Developer will also sign the said Conveyance as Confirming Party. It is reiterated that the Owner shall have no liability for the money received by the Developer.
- 12. The Developer shall be at liberty to deal with or dispose of the entire constructed area in such manner and on such terms and conditions, as the Developer may deem fit and proper. The Developer is authorized to KAMAL KUMAR PAUL MOTARY GOVraise fund or advance from the intending Purchaser or Purchasers and/or

C.M.M'sfrom other for such purposes, without encumbering the Owner's interest 2 6 3 Bans therein.

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13. The Owner shall execute the Deed of Conveyances in favour of the Developer or its nominee or nominees Purchaser/Purchasers as shall be required by the Developer or its nominee or Purchaser or Purchasers of Flats/Units. All cost and expenses for execution of such conveyance shall be borne by the respective

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Advocate

14. The Owner covenant with the Developer inter-alia as follows:

Parties hereto.

Not to cause any interference or hindrance in the construction of the said I. Building or Buildings at the said Premises by the said Developer. Subject to fulfillment of terms of Agreement.

Purchaser or Purchasers of Flat/Flats in respect of all allocations of all the

- Not to do any act deed or thing whereby the Developer may be П. prejudicially affected from the right of selling transferring dealing with and disposing of the total constructed area. Subject to fulfillment of terms of Agreement.
- All rates and taxes and other out-goings in respect of the said premises III. upto signing of this Agreement shall be for and to the account of the Owner and those accruing hereafter shall be for and to the account of the Developer till the completion of the New Building and thereafter shall be for and to the account of Purchaser or Purchasers or Occupier of the Flat/Flats.

a) It is also clarified that upon receiving the Owner's share from the Developer it will be deemed that the Owners have received total consideration price cost of the Land comprised in the said Premises and shall acknowledge the MAL KUMAR PAUL Greceipt thereof in favour of the Developer in full and final settlement of their Regd. No.2700/04 C.M. NECSpective consideration money as per terms and conditions contained in

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b) That after completion of the construction of Building the management, maintenance and providing services and amenities for the entire Complex in the said Premises will be carried out by the Developer till an Association of all the occupants of the proposed Flats garage and shops is formed. After

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cl Construction of the Building/Buildings at the cost of the Developer.

maintenance will be that of the proposed Association.

d) Execution of all agreements and/or other documents of transfer for sale and/or otherwise, Flat or flats Garage or Garages shop or shops together with the proportionate share of Land and common areas comprising in the said Premises and its appurtenant by the Developer, for the entire constructed area.

formation of the Association the responsibility of management and

- 15. In case any additional area, any time in future can be constructed on the existing Building/Buildings in the said Premises, all rights and benefits thereof shall be for and to the account of the Owner and the Developer in accordance to their respective shares of allocation as specified herein.
- 16. The Developer shall complete the said Building complex in the said premises as per sanctioned plan within a period of 36 (Thirty Six) months with a further grace period of 24 months from the date of obtaining the sanctioned Plan from the Kolkata Municipal Corporation or from the date of obtaining vacant and peaceful possession of the said Property which ever is later.

AND KUMAN the event of any party hereto committing breach of any of the terms IGEARY GOVE OF INDIA Regs. No 2 and for conditions herein contained the other party shall be entitled to 2 & 3 Ranks compensation and/or damages.

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- 17. The Developer or its nominee/nominees or Purchasers after completion of the Building/Buildings shall punctually and regularly pay taxes to the authority concerned and shall keep the Owners indemnified against all claims, demand, actions, cost, charges and expenses and proceedings, whatsoever, directly and indirectly instituted against or suffered or incurred or paid by the owners in case of any default by the Developer and/or its nominee or nominees or purchaser or Purchasers.
- 18. From the date of completion of the Building/Buildings under the project the Developer and/or it's nominee or nominees or Purchaser or Purchasers shall also be responsible and/or liable in the Building with the Owner or the Purchaser or Purchasers or nominee or nominees in relation to the Flat/Flats belonging to their respective allocations proportionately for all common expenses.
- 19. It is expressly agreed and understood that in no event, the Owner shall be responsible and liable for payment of any dues of the Developer and the Developer shall keep the owner indemnified against all actions, suits, proceedings, cost charges and expenses in respect thereof.
- 20. The Developer shall construct the Building/Buildings strictly as per Building Plan to be sanctioned by KMC and the supervision of a qualified architect.
- 21. The Construction work shall be at sole risk and responsibility of the Developer. It is agreed that the Owners shall not be in any way responsible for any defect or liability.

22. All the existing structures shall be demolished by the Developer at at \$100.000 own cost and entitled to sale all the Building materials and debris coming out from the above mentioned structures and the Developer alone is entitled to get above mentioned sale proceeds.

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23. In case of acquisition or requisition of the Premises. commencement of construction of the New Building, this Agreement shall come to an end.

- i. In case of acquisition or requisition of the Premises after the commencement of construction of the New Buildings, certified by the Architect of the Developer and prior to completion thereof, the Parties may accept the same and in such a case this Agreement shall come to an end and the Owners shall forthwith on receipt of the compensation for Land and the construction money from the concerned authorities pay the total amount received on A/c. of compensation for construction, and also refund the advance money received by him from the Developer. If the Owner gets the compensation in respect of Land only in that case Owner shall refund only the advance money received by him from the Developer. However, the Developer shall be at liberty to make efforts jointly with the Owners in objecting to acquisition and/or requisition and/or for enhancement and/or realization of the compensation money. In such a case this Agreement shall continue to subsist until such objection is finally set aside by judicial pronouncement.
- ii. In case of acquisition or requisition of the Premises after construction and completion of the New Building, the Parties may accept the same and in such a case this Agreement shall come to an end and out of the total compensation awarded, the Owners shall be entitled to the compensation in respect of the Owners share. However the Developer shall be entitled to the compensation in respect of the Developers share. However, the Developer shall be at liberty to make efforts jointly with the Owners in objecting to the acquisition and/or requisition and/or for enhancement and/or realisation of the compensation money. In such a case this agreement shall continue to subsist until such Abbjection als PAUL NOTARY GOV! OF INDIA finally set aside by judicial pronouncement.

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24. MAINTENANCE & HOLDING ORGANISATION:

- i. The Owners and the Developer shall maintain at their Own respective costs the areas upon the construction of same being completed and shall keep the same in good and habitable condition and shall not do or suffer to be done any thing in or to the Premises and/or the common portions of the New Building, which may be against the law or which will cause obstruction or interference to the user of such common portions.
- ii. For the purpose of maintenance, management and administration of the New Building and the Premises and rendition of the services in common to the Unit Owners of the New building and doing all other acts, deeds and things for the common purposes, the Developer shall form or cause to be formed an Association or Society or Syndicate or Company hereafter called "THE HOLDING ORGANISATION" of the Unit owners. All the Unit Owners shall be obligated to become and shall be made the members of such Holding Organization, as early as possible. After the completion of the Project, the Developer shall hand over all deposits (after deducting there from all dues and/or all the amounts spent by them on behalf of the Unit Owners jointly and/or severally) and all matters arising in respect of the management of the Premises and particularly the common portions to the Holding Organization.
- iii. All the Unit Owners shall be made to agree to bear and pay proportionate share of the common expenses, maintenance charges, municipal rates and taxes and other outgoings in respect of the respective units to such Holding Organization or the persons or agency for the time being given the responsibility for the same by the Developer, with effect from the date of delivery of possession of the Unit Owners. KAMAL KUMAR PAUL
- iv. Upon completion of the New Building and/or Floors therein, from time to Street time, the Developer shall maintain and manage the same in accordance with such rules as may be framed the Developer and as be in conformity

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with other Buildings containing Ownership Flats. The Developer and or its respective nominees/transferees shall comply with the said rules and/on regulations and shall proportionately pay all costs, charges, expenses and putting in respect of the maintenance and management. Until such times the Holding Organization is formed, the Developer shall continue to remain responsible for maintenance of the common portions, amenities and facilities and rendition of the common services PROVIDED THAT the costs of maintenance are paid by all the Unit Owners in respect of their respective Units.

25. 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 or determination of any liability shall be referred to the arbitration of two Arbitrators one each to be appointed by the respective Parties who will jointly appoint the third Arbitrator and shall be subject to arbitration as per Indian Arbitration and Conciliation Act, 1996 and statutory enactment or modification thereunder.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT Land measuring more or less 27 (Twenty Seven) Cottah 2 (Two) Chatak 6 (Six) Sq.ft TOGETHER WITH structure thereon at and being presently Premises No.16, Mondal's Temple Lane, (also known as 16, Mondal Temple Lane) Kolkata-700053, P.S. New Alipore, under KMC ward No.81 being Assessee No.110810700026 District Registration Office at Alipore, District 24 Parganas (South), along with all easement and quasi easement rights, bordered RED in the MAP or PLAN annexed herewith and

butted and bounded -

KAMAL KUMAR PAUL NUTARY GOVT, OF INDIA Reps. No.2760/04 C.M.M's Court

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which shorts sumilion of Agarwala

ON THE NORTH : Mondal's Temple Lane

ON THE SOUTH: 2B, Chetla Road, Naturn Basti and Common Passages

ON THE EAST : Common Passages and 16H, Mondal's Temple Lane

ON THE WEST : Mondal's Temple Lane.

OR HOWSOEVER OTHERWISE the said Property is butted bounded called known numbered described or distinguished.

THE SECOND SHEDULE ABVOE REFERRED TO

(SPECIFICATION OF WORK)

: RCC foundation and R.C.C. framed structure. FOUNDATION

BRICK WORK : Brick work with plaster of paris. 2.

FLOORING : Vitrified Tiles in Bedrooms, Marble in Hall,

Ceramic Tiles in Kitchen & Bath Rooms.

: Frames of good quality sal wood and flush DOOR doors of good quality.

: All Aluminium windows with clear glass. WINDOWS 5.

KITCHEN : Ceramic Tile over working Top upto 2', and stainless steel sink, Granite on working Top, Ceramics Tiles Flooring.

: Cermic Tile (upto 6 feet height), Ceramics Tiles 7. TOILET Flooring, concealed piping for water, shower point, W.C. with cistern point. All the fittings

will be of C.P. bras of genuine makes one wash

basin in each Bathroom.

ELECTRICAL WIRING: All wiring will be concealed with copper wire, 40

points of 6 AMP & 10 points 16 AMP for geysels PAUL refrigerator, telephone, exhaust and TeVer No. 2700/04

2 & 1 Ashkahali Street

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D. Banerjee

Advocate

D. Banerjee Advocate

WATER SUPPLY

: All Flats will have water, made available from overhead tanks, underground reservoirs have

been provided for storage.

10. COMMON PASSAGE: In the Building shall be with Marble flooring.

COMMON AREAS

: In the Building shall be with flooring of

cemented checkered tiles/pavers block.

12. ROOF

: With water proofing treatment.

13. ALL OTHER

FACILITIES

: If any, shall be provided at extra cost.

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

SIGNED AND DELIVERED by the

OWNERS at Kolkata in the

presence of:

Manish Kumar Frissaria 37A, Bentmen Street ROOMNO- 215 KOL-700069

Sub-hanh Paul 13 No Bharpara Road

Shippur How-711103 NOTARY GOVT OF INDIA

> 2 & 3 Sankshall Street Monata-700 001

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Pane K- 5-pt. PAWAN KUMAR GUPTA

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NIKUNJ BHARTIA

Sumitradi Agrawot

SUMITRA DEVI AGARWALL

SANDHYA CHOUDHARY Sandhyta Chouches

RITU CHOUDHARY

hy Clindhay

SIGNED AND DELIVERED by the

DEVELOPER at Kolkata in the

presence of:

Pakhi Vincom Pvt. Ltd.

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Page tig 2700/04 p to the street Street at Consultation (Consultation)

Signature Attended Only on Identification of bu decorate

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