

- A) Immediately after execution of this Promotional Agreement , the Developer shall serve a written notice upon the Owner and on receipt of the said notice , the Owner shall deliver vacant possession of the said property , more fully described in the **FIRST SCHEDULE** hereto , to the Developer within 60 (sixty) days from the date of receipt of such notice.
- B) The Developer will demolish the existing structure standing thereon , at its own cost and the Owner will not have any claim on the building materials, debris, pebbles, rubbish, etc. so collected after the demolition of the said building.
- C) To prepare building plan by its own Architects/Engineers at its own costs.
- D) To obtain sanction of the building plan at its own costs.
- E) To obtain water connection from the Water Works Dept. under The Rajpur - Sonarpur Municipality at its own costs.
- F) After observing all the aforesaid conditions , the Developer at its own costs will start and complete the construction of the Owner's Allocation in habitable condition within 24 (twenty four) months from the date of obtaining sanction plan of the proposed building , in respect of the premises. Before completion or handing over the Owner's Allocation to the said Owner , if thereby any unfortunate demise of the said Owner will happen , in such case , the Owner's Allocation shall be handed over to the heirs of that Owner.
- VI. The Developer undertakes to construct the building in accordance with the Building Plan to be sanctioned by The Rajpur-Sonarpur Municipality.
- VII. The Developer shall act as an independent contractor in constructing the building and also undertakes to keep the Owner indemnified from and against any third party claims and action arising out of any act or omission of the Developer in or relating to the construction of the building on the premises.

ARTICLE - III

(CHOICE OF ARCHITECT AND STRUCTURAL ENGINEER)

Any Architect/Engineer , who is empanelled as L.B.S. or L.B.A. of The Rajpur – Sonarpur Municipality will be employed by the Developer.

ARTICLE - IV



Additional District Sub-Registrar,
Garia South 24 Parganas

30 NOV 2011

(CONSIDERATION)

The consideration for granting the right of development to the Developer by the Owner and also consideration of undivided and proportionate share of the land of the premises appurtenant to the Developer's Allocation would be adjusted against the cost of construction partly and partly by cash consideration to be incurred by the Developer in respect of Owners' allocation.

ARTICLE – V
(QUALITY / SPECIFICATION)

'A' class construction shall be built by the Developer using standard quality building materials. Details of the technical specification of the 5 (five) flats in the Owner's Allocation in the building are given in the schedule of specification, marked as **Annexure – A** hereunder annexed.

ARTICLE – VI
(OBLIGATIONS OF THE OWNER)

- i) That the Owner of the said property may have to execute and/or register other deed or deeds, document or documents for the purpose of development of the said property and he will execute and register such deed or deeds , document or documents and shall sign or fill up any applications or forms or affidavits , if required for the said purpose by the Developer at its costs and shall assist and co-operate with the Developer for the purpose of development of the said property in all respects.
- ii) The Owner shall sign the building plan and other relevant papers and documents to be filed before The Rajpur-Sonarpur Municipality or any other department for obtaining sanction of building plan in respect of the premises or for the purpose of carrying on the project.
- iii) The Owner shall appoint , nominate and constitute **Sri Gopal Kundu** , son of Late Dasarath Kundu , resident of 36B/1C, Baishnabghata Road and permanent address 19C, Baishnabghata Bye Lane under Police Station – Netaji Nagar , Kolkata – 700 047 , the Director of the Developer company namely M/s. G.P. Housing Pvt. Ltd. , as his lawful attorney in his name and on his behalf to do all work regarding development of the said property and to sell the Developer's allocation to the intending Purchaser/Purchasers.
- iv) The Owner shall pay income tax , wealth tax , GST charges etc. if applicable , on the valuation of the Owner's Allocation only. The Developer shall be liable to pay Income Tax on the earnings from the selling price of



Additional District Superintendent
Bapatla District, Bapatla

50 NOV 1960

number of flats and car parking spaces together with common areas and common facilities in the Developer's allocation.

- v) The Owner doth hereby deliver the original title deed , tax receipts , other original papers and documents relating to the said property to the Developer , simultaneously with the execution of this agreement and the Developer shall be entitled to retain the original title deed and other original papers till all the flats and/or car parking spaces in the Developer's Allocation are transferred to the intending Purchaser/Purchasers by registering Deed of Conveyances and after full completion of the proposed building and completion of sale process of the Developer's allocation , the Developer shall return the aforesaid original documents to the Owner.
- vi) The Owner shall extend his best possible co-operation to the Developer for smooth carrying on the project.
- vii) The Owner doth hereby grant exclusive right to the Developer to build upon and to construct thereon a residential ground plus four (G+IV) storied building on the said premises.
- viii) All applications, plans and other papers and documents , referred to hereinbefore , shall be submitted by the Developer in the name of the Owner , but otherwise at the costs and expenses in all respects of the Developer and the Developer shall pay and bear all submissions and other like fees, charges and expenses required to be paid or deposited for sanction of the plan , altered plan and/or modified plan for construction of the building on the premises. Provided always that the Developer shall be exclusively entitled to all refunds and/or all payments and/or deposits made by the Developer.
- ix) The Owner shall render to the Developer all reasonable assistance necessary to obtain all sanctions , permissions , clearances , approvals and/or authorities and/or to do any other act , thing or matter and/or to directly collect or receive back any refunds or other payments or deposits made by the Developer to any authority or authorities and shall further grant a new **DEVELOPMENT POWER OF ATTORNEY** in favour of the Developer or its nominee or nominees to develop the premises and/or to construct , erect and complete the said building on the premises , to dispose of the flats and car parking spaces in Developer's Allocation , by execution and registration of the Deed of Conveyance.
- x) After getting delivery of possession of the Owner's Allocation , the Owner shall be liable to bear proportionate share of the taxes levied by The Rajpur-Sonarpur Municipality in respect of the premises.



Additional District Sub-Registrar,
Garia South 24 Parganas

30 NOV 2014

ARTICLE – VII
(OBLIGATIONS OF THE DEVELOPER)

- i) The Developer shall at its own costs construct building on the premises , in accordance with the sanctioned building plan of The Rajpur-Sonarpur Municipality , obtained in respect of premises and in accordance with the specification approved by the Architect/Engineer and the specification of materials stated hereinbefore shall be used by the Developer in the construction of the Owner's Allocation of the building.
- ii) The Developer shall construct and provide the said building at its own costs , within a period of 24 (twenty four) months , after receiving the sanctioned plan by The Rajpur-Sonarpur Municipality underground water storage tank and overhead reservoir required to be provided in the building in terms of the said building plan or under any application of statutory bye-laws and regulations or under any sanction or approval relating to the construction of the building on the premises.
- iii) The Developer shall be authorized in the name of the Owner , in so far as necessary, to apply for and to obtain quotas , establishments and other allocations for cement, steel, bricks and other materials allocable to the Owner for the construction of the proposed building and similarly to apply for and to obtain temporary and/or permanent connections of water, electricity and sewerage to the building and other inputs and facilities for the construction or enjoyment of the building. The Developer hereby undertakes to construct the building diligently and expeditiously to make over the Owner's Allocation within the time , stipulated hereinbefore unless prevented by the circumstances beyond its control.
- iv) The Developer shall be acting on behalf of the Owner , as an attorney of the Owner and be entitled to submit any plan or revised plan or modify or alter plan or plans to The Rajpur – Sonarpur Municipality or any appropriate authority or authorities on behalf of the Owner to enable the Developer to construct the said building on the said premises and to obtain all such clearance, approvals, permission and/or authorities as shall be necessary for the purpose of construction of building on the premises. The Owner shall extend his best possible co-operation to the aforesaid functions of the Developer.

ARTICLE – VIII

**(The Developer's special right to enter into agreement for sale
with intending Purchaser/Purchasers)**



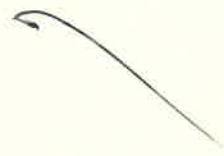
Additional Director, Sub-Division,
Garia Bazar, 24, Panchajanya,

1990 NOV 20

- i) During the subsistence of this agreement , the Developer will be at liberty to enter into any agreement for sale in respect of the flats and car parking spaces under the Developer's Allocation , more fully described in the **THIRD SCHEDULE** hereunder written and to receive advances or earnest money whatsoever from such intending Purchaser or Purchasers , provided that the Owner shall have no pecuniary obligations to refund such earnest money to such intending Purchaser or Purchasers. It is always provided that for delivery of possession of the flats and car parking spaces , more fully described in the **THIRD SCHEDULE** hereunder written , to the intending Purchaser/Purchasers , there shall be a privity of contract between the Developer and the intending Purchaser/Purchasers in respect of the Developer's Allocation.
- ii) In consideration of the Developer having agreed to construct , erect and deliver up the Owner's Allocation , the Owner shall grant, right, title, interest and convey and/or transfer and/or assign the Developer's Allocation to the Developer or to it's intending Purchaser/Purchasers or nominee or nominees.
- iii) The Developer will be at liberty to give insertions in the news papers inviting Purchaser/Purchasers for the sale of flats , car parking spaces in its Allocated portion and shall also be entitled to fix up or hang any hoardings in the premises inviting intending Purchaser/Purchasers.

ARTICLE – IX
(COMMON FACILITIES)

- I) After the Developer is put in possession of the said property , the Developer shall be liable to make payment of all the property taxes , due corporation taxes and other outgoings , in respect of the said property until such time the building is completed.
- II) As soon as the construction of the Owner's Allocation will be fully completed with water supply, power connections etc., the Developer shall give written notice to the Owner , requiring the Owner to take possession of the Owner's Allocation in the proposed building within 15 (fifteen) days from the date of receipt of the said notice and at all times thereafter i.e. after receipt of the said notice , the Owner shall be exclusively responsible for payment of all of The Rajpur-Sonarpur Municipality and property taxes, rates, imposition whatsoever payable in respect of the Owner's Allocation and in case such taxes, rates or impositions are not separately demanded by The Rajpur-



Additional District Sub-Registrar,
Garia South 24 Parganas

30 NOV 20

Sonarpur Municipality or any other authorities only for Owner's Allocation , then the Owner shall be responsible for payment of such taxes, rates or impositions in proportion to his share of the total built up area.

- III) As and from the date of 15 (fifteen) days after the service of the notice of possession , the Owner shall also be responsible to pay and bear and shall forthwith pay on demand to the Developer , the proportionate share of service charges for the common facilities in the building payable with respect to the Owner's allocation ; such charges to include water, fire and scavenging charges, taxes, light, sanitation, maintenance operation, repair and renewal charges, bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building as well as for all common wiring , pipes , electrical and mechanical equipments , switch gear , pumps , motor and other electrical and mechanical installations , appliances and equipments , stairways , landings , passageways , pathways and other common facilities whatsoever including erection of a sinking fund.
- IV) The Owner shall not only grant, right, title, interest to the Developer in respect of Developer's Allocation , more fully described in the **THIRD SCHEDULE** hereunder written , but shall also effectively execute and register Conveyances in favour of the Developer's nominated intending Purchaser/Purchasers , in respect of Developer's Allocation. Such Conveyances shall be jointly executed and registered by the Owner with the Developer. The Owner shall sell , convey and transfer undivided proportionate share of land of the premises and the Developer shall sell , convey and transfer flats and car parking spaces including common areas and facilities. The stamp duties, registration fees and incidental expenses shall be borne by the Developer or its nominated Purchaser/Purchasers. The draft of such Conveyance and registration of such Conveyance shall be done by the Developer's Ld. Advocate.
- V) After an association is formed by all the flat Purchasers in the Developer's Allocation and the Owner in respect of the said building and registered under the West Bengal Apartment Ownership Act '1972 within a reasonable time , the Developer will hand over management of the common areas and facilities and fund to the said association and the original documents.



Additional District Superintendent,
Garia Court 24, Park Road

30 NOV 2014

ARTICLE – X
(NAME OF THE BUILDING)

The name of the building shall be decided by the Developer herein and which the Owner and the flat Purchasers shall not be entitled to change or alter afterwards.

ARTICLE – XI
(COMMON RESTRICTIONS)

The Owner's Allocation in the building shall be subject to the same restriction on transfer and use as are applicable to the Developer's Allocation in the building intended for the common benefit of all occupiers of the building which shall include as follows :-

- i) The Owner or the Developer or any of their transferees , assignees or sub-lessees or tenants shall not use or permit to use their respective allocation in the building or any portion thereof for carrying on any obnoxious , illegal and immoral trade or activity nor use or allow the user thereof for any purpose which may create a nuisance or hazard to the other occupier of the building. The Owner and the Developer or the intending Purchaser/Purchasers of flats in the said proposed building or their nominee or nominees or their legal heirs or successors shall not be entitled or be allowed to run any business or do any commercial activities in the said proposed building.
- ii) The Owner or the Developer or any of their transferees shall not demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous permission in writing of The Rajpur-Sonarapur Municipality (Building Department) and/or Management of the Society/Association or Holding Organization.
- iii) The Owner shall not transfer or permit transfer of the Owner's Allocation or any portion thereof unless :-
 - a) the Owner has observed and performed all the terms and conditions on the part of the Owner to be observed and performed and in particular before acceptance of delivery of possession of Owner's Allocation.
 - b) the Owner upon obtaining possession of Owner's Allocation , shall pay to the Developer or the Association on the headings :- The Rajpur-Sonarapur Municipality taxes, property taxes , service charges , electricity



Additional District Sub-Registrar,
Garia South 24 Parganas

30 NOV 2011

bills , maintenance charges , repair charges , replacement of equipment charges , if any , proportionately.

c) the proposed transferees shall have given a written undertaking to the Developer or the Association , as the case may be , to be bound by the terms and conditions hereof and to duly and promptly pay all and whatsoever shall be payable in relation to the area in its possession.

iv) The Owner and the Developer and their transferees shall abide by the laws, bye-laws, rules and regulations of the Government, local bodies, as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said bye-laws , rules and regulations.

v) The Owner and the Developer and their transferees shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in their respective allocations in the building in good working condition and repair and in particular , so as not to cause any damage to the building or any other space or accommodation therein and shall keep the Owner or the Developer and other occupiers of the building , as the case may be , indemnified from and against the consequences of any breach.

vi) The Owner or the Developer or all the transferees shall not do or cause or permitted to be done any act or thing which may render void/voidable any insurance of the building or any part thereof and shall keep the Owner or the Developer and other occupiers of the building as the case may be , harmless and indemnified against the consequences of any breach.

vii) No goods shall be kept by the Owner or the Developer or their transferees for display in the corridors , landing and the common areas, meant for common use of all the flat owners and no hindrance shall be caused in any manner in the free movement in the common areas and in case any such hindrance is caused , the Developer or the Management of the Society/Association/ Holding Organization shall be authorized to remove the same at the risk and cost of the person who keeps such goods or creates such hindrance.

viii) The Owner or the Developer or their transferees shall not throw , or accumulate any dirt , rubbish , waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds , landings , stairs or any other portion or portions of the said building.



Additional Director of Public Health,
East of the Aditi, District Sub-Division,
West Bengal.

107
NOV 0 8

- ix) The Owner or the Developer or their transferees shall permit the Developer or the Management of the Society/Association/Holding Organization or its servants and agents with or without workmen at all reasonable times , to enter into , upon their respective allocations in the building and any part thereof to view and examine the state and condition thereof and the Owner or the Developer or any of their transferees , as the case may be , shall rectify immediately upon receipt of such notice, all such defects of which notice in writing shall be given by the Developer or the Management of the Society/Association/ Holding Organization.
- x) The Owner and/or his transferees shall permit the Developer or the Management of the Society/Association/Holding Organization and its servants and agents with or without workmen and others at all reasonable times, to enter into and upon their respective allocations and every part thereof for the purpose of maintaining or repairing any part of the building and/or for the purpose of repairing , maintaining , rebuilding , cleaning , lighting and keeping in order and good condition , any common facilities and/or for the purpose of maintaining , repairing and testing drains , gas and water pipes and electric wires and for any similar purpose.
- xi) All the common restrictions herein agreed upon shall apply to the Owner and the Developer and/or their respective transferees or assignees or any person claiming through them unless agreed upon by them in writing.

ARTICLE – XII
(MISCELLANEOUS)

- I) The Owner and the Developer have entered into this Promotional Agreement purely on a principal to principal basis and nothing stated herein shall be deemed or construed as a partnership between the Developer and the Owner or as a joint venture or joint adventure between the Owner and the Developer nor shall the Developer and the Owner in any manner constitute an association of persons. Each party shall keep the other party indemnified from and against the same.
- II) The Developer shall not be considered to be in breach of any obligation to the extent that the performance in the relative obligation is prevented by the existence of a force majeure with a view that obligation of the Developer affected by the force majeure shall be suspended for the duration of the force majeure. Force majeure shall mean irresistible compulsion or observation recognized as irresistible and shall include flood, earthquake, war, severe abnormal storm, tempest, civil commotion, state-wise strike and



Additional District Sub-Registrar,
Garia South 24 Parganas

30 NOV 2013

any other act beyond the control of the Developer affected thereby but shall not include normal bad weather or processions which are normal now-a-days.

- III) It is understood that from time to time to enable the construction of the building by the Developer, various acts, deeds, matters and things, not herein specifically referred to, may be required to be done by the Developer, for which the Developer may require the authority of the Owner and various specifications and other documents may be required legally to be signed or made by the owners, relating to which no specific provision has been made herein. The Owner hereby authorizes the Developer to do all acts, deeds, matters and things and undertake forthwith upon being required by the Developer on his behalf to execute any such additional power or powers of attorney and/or other authorization or authorizations as may be legally required by the Developer for the said purpose as also undertake to sign and execute all such additional applications and other documents as may be required for the said purpose. All costs in this connection including legal costs and stamp duties and registration fees if any, including the legal expenses shall be paid and borne by the Developer.
- IV) The Owner hereby further agree and covenant with the Developer as follows :-
- a) The certificate of the Architect/Engineer in the matter of determining/calculating size of 5 (five) flats in Owner's Allocation or certificate regarding completion of the Owner's Allocation in terms of the sanctioned building plan, shall be final and binding on both the parties herein and none of the parties shall be entitled to dispute the calculation.
 - b) The Developer shall be entitled to use materials, articles and things of such specifications in the said building as shall be decided by them, but shall be of such standard as are used for the construction of a prestigious building.
- V) The Developer shall be entitled to frame scheme for the management and administration of the said building and/or common areas and facilities thereof. The parties hereto agree to abide by all such rules and regulations of such management, society, association, holding organization and hereby give their consent to abide by the same.
- VI) Any notice required to be given by the Developer shall without prejudice to any other mode of service available be deemed to have been served on the Owner



Additional Director, Sub-Registrar,
Gariahat, 24 Park Street

30 NOV 2011