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पश्चिम बंगाल WEST BENGAL

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certified that the Document is admitted to registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

*[Signature]*

Additional Registrar  
 of Assurances, Kolkata  
 28. 4. 15

DEVELOPMENT AGREEMENT

This Agreement entered into on this the 7<sup>th</sup> day of January 2015 at Kolkata

-:between:-

*Agush Id.*

Sourav Saha.

*[Signature]*



73315

Sl No..... Sold To.....

Rs. .... Addrs .....

P. K. DAS

(Govt) LICENSED STAMP VENDOR

11A, Mirza Ghalib Street, Kul-87

L. No-285, RS.....

Date..... Sign.....



5 AUG 2014



ADDITIONAL REGISTRAR  
OF ASSURANCES-I, KOLKATA  
27 APR 2015

Identified by me  
Timir Das  
40 Sukumar Das  
Vill. - Morjada, P.O. - Hotal  
P.S. - Mognrahat  
Dist. - South 24 Pgs.  
Pin - 743610  
Law Clerk



1. **Indraloke Tradelinks Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
2. **Panther Management Services Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
3. **Integrity Consultancy Services Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
4. **Welkin Dealers Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
5. **Sunfast Vinimay Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
6. **Monopoly Tradelinks Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
7. **Jackpot Advisory Services Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
8. **Octagon Tradelinks Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
9. **Butterfly Advisory Services Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
10. **Pankaj Management Services Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
11. **Fairland Suppliers Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,



12. **Mountview Advisory Services Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
13. **Everlink Vincom Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
14. **Daylight Distributors Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
15. **Aakav Devcon Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
16. **Amazing Residency Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
17. **Anandmayee Housing Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
18. **Balkrishan Infracon Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
19. **Bemishal Promoters Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
20. **Bhavsagar Niwas Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
21. **Goodside Realtors Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
22. **Dios Realtors Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,



34. **Hardsoft Realtors Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
35. **Pattern Nirman Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
36. **Queencity Complex Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
37. **Sagam Devcon Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
38. **Sarvlok Hirise Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
39. **Namchi Devcon Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
40. **Shivpariwar Developers Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
41. **Siddhibhumi Niwas Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
42. **Snowberry Buildtech Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
43. **Linton Towers Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
44. **Zaljog Complex Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,



45. **Topmost Complex Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700-104, P.S. Bishnupur,
46. **Seabird Niwas Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
47. **Viewline Hirise Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
48. **Katrina Realtors Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
49. **Amrit Realcon Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
50. **Lucky Hirise Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
51. **Jota Builders Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
52. **Quality Residency Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
53. **Premkunj Residency Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
54. **Prayas Residency Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
55. **Panchwati Infracon Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,



23. **Circular Realcon Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
24. **Vedvani Residency Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
25. **Winsher Realtors Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
26. **Everlink Residency Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
27. **Gajrup Complex Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
28. **Everrise Realtors Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
29. **Parrot Complex Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
30. **Bhootnath Housing Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
31. **ELK Devcon Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
32. **Hilmil Infracon Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
33. **Hence Promoters Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,



56. **Oversure Nirman Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
57. **Motilal Hirise Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
58. **Daava Realcon Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
59. **Meantime Buildcon Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
60. **Mangalmayee Realtors Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
61. **Anju Promoters Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
62. **Linkview Housing Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
63. **Linkplan Properties Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
64. **Likewise Construction Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
65. **Evertime Residency Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
66. **Kush Residency Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,



67. **Balmukund Marketing Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
68. **Clock Tradelink Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
69. **Desire Sales Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
70. **Lord Dealers Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
71. **Moonlight Dealtrade Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
72. **Orchid Infracon Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
73. **Orchid Realcon Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
74. **Queen Dealers Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
75. **Smile Dealcom Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur,
76. **Sunlight Dealtrade Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur

hereafter collectively called the "**Owners**" (which shall include their respective successors-in-interest and/or assigns) of the **One Part**, and all represented by their authorized signatory Mr. Sourav Seth, son of Sri Rabindra Nath Seth, residing at 32, Tili Sarak Lane, P.O. Bansberia, P.S. Mogra, District Hooghly, PIN-712502

AND



**DTC Projects Private Limited**, a company within the meaning of the Companies Act, 2013 and having its registered office at 1, Netaji Subhash Road, Kolkata - 700 001, hereafter called the "**Developer**" (which shall include its successors-in-interest and/or assigns) of the **Other Part**, and represented by one of its directors Mr. Ayush Jalan, son of Sri Dinesh Jalan, residing at 34, Ballygunge Circular Road, under P.S. Ballygunge, Kolkata-700019.

**WHEREAS:**

- A. The Owners jointly are the absolute owners of the plot of land measuring about 9 Acres and 32 Decimals in Mouza Daulatpur under P.S. Bishnupur, District South 24-Parganas, more fully described in **Schedule-A** hereto and hereafter called the "**Land**", in undivided unequal shares.
- B. The Developer along with the Owner Nos.1 to 14, hereafter collectively called the "**Connecting Land Owners**", are jointly the absolute owners of the plot of land measuring about 20 Decimals in Mouza Hanspukuria under P.S. Thakurpukur, District South 24-Parganas, more fully described in **Schedule-B** hereto and hereafter called the "**Connecting Land**", in undivided unequal shares.
- C. The Owners were desirous of developing the Land. The Developer is a real estate developer of repute. The Parties mutually agreed to have a housing complex constructed at the Land on the terms and conditions as recorded hereunder.

**NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed by and between the Parties hereto as follows:-

**ARTICLE I - DEFINITIONS**

1. In this Agreement, unless otherwise specifically mentioned:
  - 1.1 "**Owners**" shall mean the owners of the Land as hereinbefore mentioned and includes their respective successors-in-interest and/or assigns.
  - 1.2 "**Connecting Land Owners**" shall mean and include the Owner Nos. 1 to 14 and the Developer.
  - 1.3 "**Developer**" shall mean DTC Projects Private Limited.
  - 1.4 "**Land**" shall mean the plot of land described in **Schedule-A** hereto and delineated in **RED** in the annexed plan.
  - 1.5 "**Connecting Land**" shall mean the plot of land described in **Schedule-B** hereto and delineated in **YELLOW** in the annexed plan.



- 1.6- **"Sanctioning Authority"** shall mean the authority having the power of sanctioning plans for construction in the territorial area where the Land and the Connecting Land, as the case may be, are situated.
- 1.7 **"Complex"** shall mean the housing complex to be constructed on the Land.
- 1.8 **"Blocks"** shall mean the buildings to be constructed within the Complex.
- 1.9 **"Units"** shall mean the self-contained portions of the Blocks that can be separately and exclusively used and enjoyed.
- 1.10 **"Parking Spaces"** shall mean the spaces meant for parking of cars or two wheelers within the Complex, whether covered or open.
- 1.11 **"Plan"** shall mean the plan or plans, elevations, designs, drawings and specifications of the entire Complex including modification or variation thereon which may be made from time to time and as shall be sanctioned by the Sanctioning Authority availing the maximum Floor Area Ratio (FAR) permissible under the applicable Acts and/or Rules of the Sanctioning Authority.
- 1.12 **"Architect"** shall mean any person or Firm or Company whom the Developer may appoint with the consent of the Owners from time to time as the Architect for the Complex.
- 1.13 **"Saleable Areas"** shall mean and include all areas that can be exclusively and separately sold and which will include without limitation the Units and the Parking Spaces.
- 1.14 **"Transferees"** shall mean the persons to whom any Saleable Area will be sold and include the Owners or the Developer, as the case may be, for the unsold Saleable Areas.
- 1.15 **"Sale Proceeds"** shall mean and include all amounts to be received from the Transferees towards price of the Saleable Areas and other fees and charges, but shall not include any deposits by whatsoever name called, and after deducting therefrom all charges and/or fees to be paid to the brokers.
- 1.16 **"Management Company"** shall mean a body of the Transferees to be formed by the Developer which will ultimately manage the affairs of the Complex.
- 1.17 **"Project"** shall mean and include all costs, charges and/or expenses in connection



with:

- 1.17.1 Conversion of the Land and the Connecting Land from "Sali" to "Bastu";
- 1.17.2 Appointment of the Architect;
- 1.17.3 Having the Plan prepared by the Architect;
- 1.17.4 Having the Plan sanctioned by the Sanctioning Authority upon paying the requisite fees;
- 1.17.5 Engaging requisite contractors;
- 1.17.6 Constructing the Complex, completing the same in all respects in accordance with the Plan and to make all the Blocks as also all the other portions of the Complex tenantable;
- 1.17.7 Obtaining Completion/Occupancy Certificate upon payment of all requisite fees.

## ARTICLE II – COMMENCEMENT

2. This Agreement shall be deemed to have been commenced on and with effect from the date of its execution.

## ARTICLE III- REPRESENTATIONS OF THE OWNERS AND CONNECTING LAND OWNERS

3. The Owners and the Connecting Land Owners represent and covenant that:
  - 3.1 They jointly are the absolute owners of the Land and the Connecting Land in the manner mentioned in Clauses 1.1 and 1.2, completely seized and possessed thereof and otherwise well and sufficiently entitled thereto.
  - 3.2 The Land and the Connecting Land are free from all encumbrances of every nature whatsoever.
  - 3.3 They shall sign all such forms and papers as shall be required by the Developer for the purpose of executing the Project.
  - 3.4 All municipal and/or panchayat rates, taxes, khazanas (land revenue), cess or any other outgoings in respect of the Land and the Connecting Land has been paid by them till the date hereof.



#### ARTICLE IV –THE RIGHTS & OBLIGATIONS OF THE DEVELOPER

- 4.1 The Owners and the Connecting Land Owners hereby grant the exclusive right to the Developer to execute the Project at its sole costs, expenses and risks. In the event any sum becomes refundable originally spent by the Developer on account of Plan sanction fee or any other, the Developer solely shall be entitled to such refund.
- 4.2 The developmental rights hereby granted shall not be construed as a demise or assignment creating any charge or conveyance of the Land or any part or portion thereof by the Owners to the Developer or as creating any right, title or interest in respect thereof to the Developer other than an exclusive license to the Developer to commercially exploit (make construction on the Land) in terms hereof and to deal with the Units.
- 4.3 The Owners and their authorized representatives shall at all times have the right to inspect the progress of the Project during its execution and offer suggestions for any modification or alterations, which the Developer shall be bound to carry out.
- 4.4 The Owners hereby authorize the Developer to sell the Saleable Areas to Transferees whether the continuance of the execution of the Project or after its total completion, as may be considered prudent by the Developer, but at the market rate prevailing as on the date of entering into agreements for sale with the Transferees as also to collect the entire Sale Proceeds from them.
- 4.5 The Developer shall be responsible and hereby guarantees that it shall rectify at its own cost, all constructional defects, if any, in any part or portion of the Complex including without limitation those leading to leakages, blockage, flooding, stagnation, relating to storm/rain water and which are intimated to the Developer by the Transferees but within three years from handing over possession of that part or portion of the Complex and ensure that none of the Owners are held liable for the same in any manner whatsoever.
- 4.6 The Developer shall be entitled to create charge /mortgage /lien over the Land and/or or any part thereof in favour of any banks or the financial institutions or private financiers, equity funds, insurance companies and/or any other financier for the purpose of raising funds for execution of the Project by way of deposit of title deeds or otherwise and for which the Owners shall be deemed to have hereby conferred their necessary consent.

#### ARTICLE V –DEPOSITAND ENTITLEMENTS

- 5.1 To guarantee the fulfillment of its obligations hereunder, the Developer shall deposit an interest free refundable Security Deposit of Rs.6,25,000/- (Rupees six lac and