

the undivided share in the land contained in the Said Property and the Building Plans as be attributable to the Developer's Allocation, in such part or parts as shall be required by the Developer. Such execution of conveyances shall be through the Developer exercising the powers and authorities mentioned in Clause 10.2 above.

- 13.5 No Objection to Allocation: The Parties confirm that neither Party has any objection with regard to their respective allocations.
- 13.6 Cost of Transfer: The Parties shall bear their respective costs for transfer of their respective allocations which includes costs towards stamp duty and registration fees and all other expenses.
14. Taxes and Outgoings:
- 14.1 Relating to Period Prior to Date of Sanction of Building Plans: All *panchayat* rates, taxes, penalty, interest and outgoings (collectively Rates) on the Said Property relating to the period prior to the date of sanction of the Building Plans shall be the liability of the Owners and the same shall be borne, paid and discharged by the Owners as and when called upon by the Developer, without raising any objection thereto.
- 14.2 Relating to Period After Sanction of Building Plans: As from the date of sanction of the Building Plans, the Developer shall be liable for the Rates in respect of the Said Property and from the Possession Date (defined in Clause 15.2 below), the Parties shall become liable and responsible for the Rates in the ratio of their sharing in the New Buildings.
- 14.3 Service Tax: The Owners and the Developer shall be liable to bear their respective share of service taxes, as applicable.
15. Possession and Post Completion Maintenance:
- 15.1 Possession of Owners' Allocation: The Developer shall intimate the Owners to take possession of Owners' Allocation and if within a period of 15 (fifteen) days of such intimation the Owners fail to take possession then it shall be deemed that the Developer has delivered possession to the Owners solely for the purposes of computation and payment of any Rates, charges for upkeep of any common facilities and Maintenance Charges.
- 15.2 Possession Date and Rates: On and from such date of the Owners taking physical possession or the aforementioned deemed possession, whichever be earlier (Possession Date), the Parties shall become liable and responsible for the Rates in respect of their respective Allocations.
- 15.3 Punctual Payment and Mutual Indemnity: The Parties shall punctually and regularly pay the Rates for their respective allocations to the concerned authorities and the Parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them, as the case may be, consequent upon a default by the other.
- 15.4 Maintenance: The Developer and the Owners shall jointly and mutually frame a scheme for the management and administration of the New Buildings. The Owners hereby agree to abide by all the rules and regulations to be so framed for the management and administration of the New Buildings.

- 15.3 **Maintenance Charge:** The Transferees and the Owners shall manage and maintain the Common Portions and services of the New Buildings (if necessary, by forming a body (Association)) and shall collect the costs and service charge therefor (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Buildings, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments. Advance/deposit towards Maintenance Charge shall also be collected, to ensure that funds are readily available for proper maintenance and upkeep of the New Buildings.
16. **Common Restrictions:**
- 16.1 **Applicable to Both:** The Owners' Allocation and the Developer's Allocation in the New Buildings shall be subject to the same restrictions as are applicable to multi-storied ownership buildings, intended for common benefit of all occupiers of the New Buildings.
17. **Obligations of Developer:**
- 17.1 **Completion of Development within Completion Time:** The Developer shall complete the development of the Said Property within the Completion Time.
- 17.2 **Compliance with Laws:** The execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure compliance.
- 17.3 **Planning, Designing and Development:** The Developer shall be responsible for planning, designing and development of the New Buildings with the help of the Architect, professional bodies, contractors, etc.
- 17.4 **Specifications:** The Developer shall construct the New Buildings as per the specifications given in the 4th Schedule attached hereto (Specifications).
- 17.5 **Commencement of Project:** The development of the Said Property shall commence as per the Specifications, Building Plans, Scheme, rules, regulations, bye-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, the Owners having no responsibility in respect thereof in any manner whatsoever.
- 17.6 **Construction at Developer's Cost:** The Developer shall construct the New Buildings at its own cost.
- 17.7 **Tax Liabilities:** All tax liabilities applicable in relation to the development, namely sales tax, value added tax, service tax, works contract tax and other dues shall be paid by the person liable to pay such tax in accordance with law.
- 17.8 **Permission for Construction:** It shall be the responsibility of the Developer to obtain all sanctions, permissions, clearances and approvals required from various Government authorities for sanction of the Building Plans and execution of the Project. The expenses to be incurred for obtaining all such sanctions, permissions, clearances and approvals shall be borne by the Developer.

- 17.9 Boundary Wall: The Developer at its own costs shall construct boundary wall in and around the Said Property.
- 17.10 Conversion: The Developer shall take all necessary steps in connection with change of the nature and character of land contained in the Said Property *inter alia* by way of approaching the concerned authorities and obtaining necessary orders for conversion of the Said Property to residential and thereafter paying fees and charges for the same.
- 17.11 Amalgamation: To take all necessary steps to amalgamate the Said Property from the concerned authority and to pay fees, costs and charges for that purpose.
18. Obligations of Owners:
- 18.1 Co-operation with Developer: The Owners undertake to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property.
- 18.2 Act in Good Faith: The Owners undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 18.3 Documentation and Information: The Owners undertake to provide the Developer with any and all documentation and information relating to the Said Property as may be required by the Developer from time to time.
- 18.4 No Obstruction in Dealing with Developer's Functions: The Owners covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- 18.5 No Obstruction in Construction: The Owners covenant not to cause any interference or hindrance in the construction of the New Buildings unless there is any dispute arises regarding the quality of construction.
- 18.6 No Dealing with Said Property: The Owners covenant not to let out, grant lease, mortgage and/or charge the Said Property or any portions thereof, save in the manner envisaged by this Agreement, during the tenure of the development of the Said Property.
19. Indemnity:
- 19.1 By the Developer: The Developer hereby indemnifies and agrees to keep the Owners saved harmless and indemnified of from and against any and all loss, damage or liability suffered by the Owners in relation to the construction of the New Buildings or violation of any permission, rules regulations or bye-laws.
- 19.2 By the Owners: The Owners hereby indemnify and agree to keep the Developer saved harmless and indemnified of from and against any and all loss, damage or liability suffered by Developer in the course of implementing the Project for any successful claim by any third party for any defect in title of the Said Property or any of the Representations of the Owners being incorrect.

20. Miscellaneous:

- 20.1 Parties Acting under Legal Advice: Each Party has taken and shall take its own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.
- 20.2 Title Certification: The Developer's advocate shall certify the title and his certificates/recommendations shall be accepted by the Parties, without question, according to law. As a condition precedent to title certification, the Owners shall fully co-operate and produce all relevant papers and documents for the satisfaction of the Developer's advocate.
- 20.3 Essence of Contract: In addition to time, the Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 20.4 Transaction Documentation: The Developer's Advocate shall draw all further documents pertaining to the future transaction of the Project, as has been mutually decided by the Owners and Developer herein.
- 20.5 Original Title Documents: All original documents shall be preserved by the Owners during the entire tenure of construction of the Project but the Owners shall be duty bound to produce all such original title documents as and when required by the Developer or any prospective purchasers, without any delay, at any time as per their request and also would be liable to furnish thereof to the Developer and the prospective purchasers of the Said Property. At the time of handing over of the Project, all original title documents of the Said Property shall be handed over by the Owners to the syndicate/committee/body corporate/company/association to be formed under the West Bengal Apartment Ownership Act, 1972 (Association).
- 20.6 Essence of Contract: In addition to time, the Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 20.7 Documentation: The Developer shall be responsible for meeting all costs and expenses towards execution and registration of any document for giving effect to all or any of the terms and conditions set out herein, including this Agreement.
- 20.8 Valid Receipt: The Owners shall pass valid receipts for all amounts paid under this Agreement.
- 20.9 No Partnership: The Owners and the Developer have entered into this Agreement on principal to principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 20.10 No Implied Waiver: Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 20.11 Additional Authority: It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owners. Further various applications and other documents may be required to be made or signed by the Owners relating to which specific provisions may not have been made herein

The Owners hereby undertake to do all such acts, deeds, matters and things and execute any additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer provided that all such acts, deeds, matters and things do not in any way infringe on the rights of the Owners in terms of this Agreement.

- 20.12 **Taxation:** The Owners shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly the Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Owners' Allocation and the Owners shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 20.13 **Name of the Project:** The name of the Project shall be decided by the Developer.
- 20.14 **Charge on the Said Property:** All amounts paid by the Developer to the Owners shall have a proportionate charge on the Owners' Allocation portion of the Project to be developed on the Said Property till completion of the Project. Possession of the Owners' Allocation shall not be handed over until the Refundable Advance paid to the respective Owner is refunded in full to the Developer. However, handover of possession of the Owners' Allocation to any one Owner shall not be dependent upon the refund of the Refundable Advance by the other Owners. In case any of the Owners is unable to refund the Refundable Advance in full to the Developer, the unpaid amount shall be adjusted against the share of the said Owner only out of the Owners' Allocation. Such adjustment shall be made at the rate of Rs. 2000/- (Rupees two thousand) only per square foot.
- 20.15 **Supervision:** There should be joint supervision right between the Owners and the Developers in the development of the New Buildings.
- 20.15 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
21. **Defaults:**
- 21.1 **No Cancellation:** In the event of any default on the part of one Party, the other Party shall be entitled to sue the Party in default for specific performance of this Agreement and also for damages.
22. **Force Majeure:**
- 22.1 **Circumstances Of Force Majeure:** The Parties shall not be held responsible for any consequences or liabilities under this Agreement if the Parties are prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God, (2) acts of Nature, (3) acts of War, (4) fire, (5) insurrection, (6) terrorist action, (7) civil unrest, (8) riots, (9) strike by material suppliers, workers and employees, (10) delay on account of receiving statutory permissions, (11) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority, (12) any notice, order of injunction, litigation, attachments, etc. and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or

enactment of new law, restrictive Governmental laws or regulations and (14) abnormal rise in cost of construction inputs and scarcity/short supply thereof (collectively Circumstances Of Force Majeure).

22.2 No Default: The Parties shall not be deemed to have defaulted in the performance of their contractual obligations whilst the performance thereof is prevented by Circumstances Of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence and cessation of any event constituting Circumstances Of Force Majeure.

23. Entire Agreement:

23.1 Supercession: This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions/correspondence and agreements between the Parties, oral or implied or written.

24. Documents:

24.1 Originals: The original of this Agreement shall be retained by the Developer and the Owners will keep a certified copy of the same.

25. Severance:

25.1 Partial Invalidity: If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.

26. Amendment/Modification:

26.1 Express Documentation: No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.

27. Notice

27.1 Mode of Service: Notices under this Agreement shall be served by messenger or registered post/speed post with acknowledgment due at the above mentioned addresses of the Parties, unless the address is changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on the date of delivery, if sent by messenger and (2) on the 4th day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties. The Owners shall address all such notices and other written communications to the Director of the Developer and the Developer shall address all such notices and other written communications to each of the Owners.

28. Jurisdiction:

28.1 Courts: The District Court having territorial jurisdiction over the Said Property and the High Court at Calcutta only shall have jurisdiction to entertain all disputes and differences between the Parties hereto regarding the terms and conditions herein contained.

29. Rules of Interpretation:

29.1 Presumptions Rebutted: It is agreed that all presumptions which may arise in law at variance with the express provisions of this Agreement stand rebutted and that no presumptions shall arise adverse to the right, title and interest of Parties to the Said Property.

29.2 Statutes: Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.

29.3 Party: In this Agreement, a reference to a Party includes that Party's successors and permitted assigns.

29.4 Definitions: In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

29.5 Documents: A reference to a document includes an amendment or supplement or replacement or novation of that document.

29.6 Including: In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

29.7 Headings: The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.

1st Schedule
Part-I
(First Property)

Bagan land measuring 2 (two) *cottah* and 34 (thirty four) square feet, more or less, comprised in R.S/L.R. *Dag* No. 370, recorded in L.R *Khatian* 1484, *Mouza* Dasadrone, J.L No. 4, within the limits of Rajarhat-Gopalpur Municipality, Police Station Baguihati (formerly Rajarhat), District North 24 Parganas

Together With all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature in the First Property and appurtenances and inheritances for access and user thereof.

Part-II
(Second Property)

Bagan land measuring 2 (two) *cottah* 7 (seven) *chittack* and 34 (thirty four) square feet, more or less, comprised in R.S/L.R. *Dag* No.370, recorded in L.R. *Khatian* No. 1482, *Mouza* Dasadrone, J.L No. 4, being Holding No. R-G-M 4/372, Block B, Dasadrone, Kolkata -700136, within the limits of Ward No.7 of Rajarhat-Gopalpur Municipality, Police Station Baguihati (formerly Rajarhat), District North 24 Parganas

Together With all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature in the Second Property and appurtenances and inheritances for access and user thereof.

Part-III
(Third Property)

Bagan land measuring 2 (two) *cottah* 7 (seven) *chittack* and 32 (thirty two) square feet, more or less, comprised in R.S/L.R. *Dag* No.370, recorded in L.R. *Khatian* No. 1483, *Mouza* Dasadrone, J.L No. 4, being Holding No. R-G-M 4/374, Block B, Dasadrone, Kolkata -700136, within the limits of Ward No.7 of Rajarhat-Gopalpur Municipality, Police Station Baguihati (formerly Rajarhat), District North 24 Parganas

Together With all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature in the Third Property and appurtenances and inheritances for access and user thereof.

Part-IV
(Fourth Property)

Bagan land measuring 2 (two) *cottah* 7 (seven) *chittack* and 41 (forty) square feet, more or less, comprised in R.S/L.R. *Dag* No.370, recorded in L.R. *Khatian* No. 1511, *Mouza* Dasadrone, J.L No. 4, being Holding No. R-G-M 4/429, Block B, Dasadrone, Kolkata -7001369, within the limits of Ward No.7 (formerly 4) of Rajarhat-Gopalpur Municipality Police Station Baguihati (formerly Rajarhat), District North 24 Parganas

Together With all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature in the Fourth Property and appurtenances and inheritances for access and user thereof.

2nd Schedule
(Said Property)

Bagan land measuring 2 (two) *cottah* and 34 (thirty four) square feet, more or less, comprised in R.S/L.R. *Dag* No. 370, recorded in L.R. *Khatian* 1484, *Mouza* Dasadrone, J.L No. 4, within the limits of Rajarhat-Gopalpur Municipality, Police Station Baguihati (formerly Rajarhat), District North 24 Parganas

Bagan land measuring 2 (two) *cottah* 7 (seven) *chittack* and 34 (thirty four) square feet, more or less, comprised in R.S/L.R. *Dag* No.370, recorded in L.R. *Khatian* No. 1482, *Mouza* Dasadrone, J.L No. 4, being Holding No. R-G-M

4/372, Block B, Dasadrone, Kolkata -700136, within the limits of Ward No. 7 (formerly Rajarhat-Gopalpur Municipality, Police Station Baguihati (formerly Rajarhat) District North 24 Parganas)

Aggregating to land measuring 2 (two) cottah 7 (seven) chittack and 32 (thirty two) square feet, more or less, comprised in R.S./L.R. Dag No. 370, recorded in L.R. Khata No. 1483, Afouza Dasadrone, J.L. No. 4, being Holding No. R-G-M 4/374, Block B, Dasadrone, Kolkata -700136, within the limits of Ward No. 7 (formerly Rajarhat-Gopalpur Municipality, Police Station Baguihati (formerly Rajarhat) District North 24 Parganas)

Aggregating to land measuring 2 (two) cottah 7 (seven) chittack and 41 (forty one) square feet, more or less, comprised in R.S./L.R. Dag No. 370, recorded in L.R. Khata No. 1511, Afouza Dasadrone, J.L. No. 4, being Holding No. R-G-M 4/429, Block B, Dasadrone, Kolkata -700136, within the limits of Ward No. 7 (formerly Rajarhat-Gopalpur Municipality, Police Station Baguihati (formerly Rajarhat) District North 24 Parganas)

Aggregating to land measuring 9 (nine) cottah 8 (eight) chittack and 6 (six) square feet, more or less, and the Said Property.

3rd Schedule (Owners' Allocation)

46% (forty six percent) of the total constructed area in the Project on the Said Property comprising of (a) residential units in the Project, (b) open and covered parking spaces in the Project (2) undivided proportionate share in the area for access to Common Portions and (3) a total refundable advance of Rs. 30,50,000/- (Rupees thirty lac and fifty thousand) only [Refundable Advance], out of which an amount of Rs. 15,25,000 (Rupees fifteen lac and twenty five thousand) only will be simultaneously paid herewith, receipt of which the Owners hereby admit & acknowledge.

4th Schedule (Specifications)

| | | |
|----------------------------------|---|---|
| Foundation | : | Piling. |
| Substructure & Superstructure | : | Reinforced concrete manufactured from Portland Cement and steel reinforcement bar. |
| Flooring | : | All rooms will be Vitrified tiles. Stairs & Lobby in marble. |
| Kitchen | : | Kitchen Top with green marble & stainless steel sink. Glazed tiles upto 2 feet dado. Anti-skid ceramic tiles. |

| | |
|--------------------|---|
| Toilets | : 6 feet dado made of ceramic tiles. CP bath fittings, Sanitary fittings, PVC cisterns of reputed make of ISI mark. Anti-skid ceramic tiles. |
| Windows | : Aluminum Sliding with clear glass panes. |
| Door & Door Frames | : Sal Wood Frame and Flush Doors. Main door teak wood finish. Synthetic doors and frame. |
| Power backup | : 24 hrs power backup. |
| Side Passage | : Will have pavement tiles. |
| Water Supply | : 24 hours water supply. |
| Electrical | : Separate meters for each flat will be provided upon payment of security deposit to the concerned agency. Concealed ISI copper wiring with reputed make switches. Area lighting will be provided at Common Areas and Driveway. |
| Walls | : Internal wall: Plaster of Paris finish External wall: External emulsion paint. |
| Roof | : Common roof with special treatment. |
| Lift | : 4 passenger automatic 2 (two) lift of reputed make. |
| Other Facilities | : Air conditioned, community hall, intercom, internal cable connectivity, CCTV and iron removal filter water plant shall be provided. |

§1. Execution and Delivery

§1.1 In Witness Whereof the Parties have executed and delivered this Agreement on the date mentioned above.

| | |
|--|---|
| <u>Debabrata Saha</u> (Debabrata Saha) | <u>Sakuntala Saha</u> (Sakuntala Saha) |
| <u>Subrata Saha</u> (Subrata Saha) | <u>Sudip Saha</u> (Sudip Saha) |
| [Owners] | |
| Red Square Realty Red Square Realty | |
| <u>Samarendra Saha</u> (SAMARENDR Saha) | <u>Gunesh Chandra</u> Twin Poddar |
| (Red Square Realty) [Developer] | |


Witnesses:

| | |
|--------------------------------------|--------------------------------|
| Signature <u>Debabrata Saha.</u> | Signature <u>Saptarshi Roy</u> |
| Name <u>Debabrata Saha.</u> | Name <u>Saptarshi Roy</u> |
| Father's Name <u>Debabrata Saha.</u> | Father's Name <u>S.K. Roy</u> |
| Address <u>Dadhdron P.O R/Gopal</u> | Address <u>513, M.G. Road</u> |
| <u>ANCV - KOL - 700136</u> | <u>Kolkata - 700082</u> |

Drafted by me:-
Naved A. Sarker
Advocate
High Court, Calcutta

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
CD Volume number 18
Page from 4366 to 4411
being No 03314 for the year 2015.




(Dulal chandra Saha) 26-March-2015
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A.R.A. - II KOLKATA
West Bengal