

Sl. No. :- 10020001641/2022

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भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

पश्चिम बंगाल WEST BENGAL

Certified that this document is admitted to registration. The signature sheet and the endorsement sheets attached here with are the parts of this document.

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District Sub-Registrar - II
Paschim Medinipur
01 APR 2022

Sargonda Ghosh
Samodita Pal
Arati Pal

DEED OF DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 01st day of April Two Thousand and Twenty Two(2022)

Shirbon Pal
Sanjivita Pal (Mondal)
Sharmistha Pal

MITRO DEVELOPERS LLP
Aniruddha
PARTNER

MITRO DEVELOPERS LLP
Kirti Bodo
PARTNER

ASW.



BETWEEN

1 PARTIES:

1.1 OWNERS:

1.1.1 SHARMISTHA PAL [AHPPP1237N; AADHAAR NO. 3042 4163 1807] wife of Soumitra Biswas residing at Abash, P.S.-Kotwali P.O. Abash, District Paschim Medinipur Pin 721101, West Bengal;

Sanghamitra Ghosal
Samadrita Pal
Anirban Pal

1.1.2 SANJUKTA PAL MONDAL [PAN:AMWPP6872D; AADHAAR NO. 9545 9412 2737] wife of Sabyasachi Mondal resident of Andal, P.S. Andal P.O- Andal, Dist-Paschim Bardhaman 713321

1.1.3 SANGHAMITRA GHOSAL [PAN: AMWPG7436Q; AADHAAR NO. 7480 6967 2314] wife of Sankar Prasad Ghosal, residing at Colonelgola, Midnapore, P.S. Kotwali, P.O. Midnapore District Paschim Medinipur, Pin 721101, West Bengal;

Anirban Pal
Sanjukta Pal (Mondal)
Sharmistha Pal

MITRO DEVELOPERS LLP
Anirban Pal
PARTNER

MITRO DEVELOPERS LLP
Kirti Ghosal
PARTNER

ADV.



1.1.4 SAMADRITA PAL [PAN: BSUPP1322D; AADHAAR NO. 4863 7661 5795] daughter of Late Sasanka Sekhar Pal, residing at Rajabazar, Medinipur, P.S. Kotwali, P.O. Midnapore, District Paschim Medinipur, Pin 721101, West Bengal;

Sanghamita Ghosal,
Samadrita Pal
Arati Pal

1.1.5 ARATI PAL [PAN: APCEP2821D; AADHAAR NO. 6173 1818 7799] wife of Late Mriganka Sekhar Pal alias Mriganka Pal, residing at Rajabazar, Medinipur, P.S. Kotwali, P.O. Midnapore, District Paschim Medinipur, Pin 721101, West Bengal;

Anirban Pal
Sanghamita Pal (Mrs)
Sharmistha Pal

1.1.6 ANIRBAN PAL [PAN: AKTPP6276A; AADHAAR NO. 6872 8413 8244] son of Late Mriganka Sekhar Pal alias Mriganka Pal, 30, Paryatan Vihar, B-4, Opposite Dharmshila Hospital, Vasundhara Enclave, East Delhi, Delhi, P.O. New Ashok Nagar Vasundhara Enclave, P.S.- New Ashok Nagar, Vasundhara Enclave, Pin 110096;

MITRO DEVELOPERS LLP
Kirti Wadga
PARTNER

Hereinafter collectively known as the **"OWNERS"** (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their heirs executors administrators legal representatives and/or assigns) of the **ONE PART;**

MITRO DEVELOPERS LLP
Anirban Pal
PARTNER

Adi.

The Owners named at serial number 1.1.1 to 1.1.4 are hereinafter referred to as the 'Sasanka Sekhar Pal Group' and the Owners named at serial number 1.1.5 and 1.1.6 as the 'Mriganka Sekhar Pal Group'.

AND

1.2 DEVELOPER:

- 2 M/S MITRO DEVELOPERS LLP**, Pan No-(ABKFM7449Q) a Limited Liability Partnership firm having office at Pragati Complex, P.O. & P.S. Midnapur, Dist. Paschim Medinipur-721101 represented by its Partner namely-

SRI ANKUR LODHA(Adhar - 5163 5499 3115 ,PAN No. ABYPL1796P) **S/o** Late Kamal Kishore Lodha.

SMT. KIRTI LODHA (Adhar -4062 2102 0372 , Pan No-AHLPL4441L) **W/o-** Sri Ankur Lodhaboth residing at Vill. & P.O. & P.S.- Salboni, Dist.- Paschim Medinipur.

carrying on Business under the name and style of 'Mitro Developers LLP' (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include hisheirs, legal representatives, executors, successors and/or assigns) of the **OTHER PART**.

SECTION-I # DEFINITIONS:

- 3 DEFINITIONS:** Unless in this Agreement there be something contrary or repugnant to the subject or context:-

3.1.1 "Appropriate Authorities" shall according to the context mean all or any of the Central or State Government or any department thereof and/or its officers and functionaries and also all other State, Executive, Judicial or Quasi-Judicial authorities, Local Authority, Government Company, Statutory Bodies and/or other authorities and include Collector, Municipal Engineering Directorate, Zilla

Ghoshal
Sanghamita Ghoshal
Samadrita Pal
Anali Pal

Ankur Pal
Sanghamita Pal (Mondal)
Sharmistha Pal

MITRO DEVELOPERS LLP
Kirti Lodha
PARTNER

MITRO DEVELOPERS LLP
Ankur Lodha
PARTNER

ADP

Parishad, Planning Authority, Development Authority, B.L.&L.R.O., D.L.&L.R.O., Collector, Real Estate Authorities, Fire Brigade, the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, Airport Authority, Police Authorities, Law Enforcement Authorities, Pollution Control Authorities, Fire Service Authorities, Insurance Companies, Income Tax Authorities, Goods and Service Tax Authorities, Courts, Tribunals, Judicial and Quasi-Judicial authorities and forums having jurisdiction over the relevant activity and include the concerned Service/Utility Providers for electricity, water, drainage, sewerage, lift, generator, telecom, television, wireless connectivity, digital and other utilities whatsoever or howsoever.

Ghesul,
Pal
Sanghvi
Samadhi
Pal
Prati Pal

3.1.2 "Building Complex" shall mean and include the Subject Property and the New Buildings thereat with the Common Areas and Installations and all other open and covered spaces thereat.

Shubhan Pal
Sanghvi Pal (Monsal)
Sharma Pal

3.1.3 "Building Plans" shall mean the plans for construction of the New Buildings to be caused to be sanctioned by the Developer from the Jhargram Municipality and/or other Appropriate Authorities and include all modifications and/or alterations as may be made thereto as also all extensions and/or renewals thereof.

3.1.4 "Common Areas and Installations" shall mean such parts, portions and areas in the Subject Property which the Developer may from time to time identify and earmark for common use by all or any one or more of the Transferees or any other person in common with the Owners and/or the Developer and include any variations or relocations thereof as may be made by the Developer. A list of tentative Common Areas and Installations is given in the **SECOND SCHEDULE** hereto.

ITRO DEVELOPERS LLP
Kirti Boda
PARTNER

ITRO DEVELOPERS LLP
Anu Sene
PARTNER

ADiv.

3.1.5 "Common Purposes" shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Building Complex and in particular the Common Areas and Installations; rendition of common services in common to the Transferees thereof; collection and disbursement of the Common Expenses; the purpose of regulating mutual rights, obligations and liabilities of the Transferees thereof; and dealing with all matters of common interest of the Transferees thereof.

Sanghamita Ghosh
Samadita Pal
Prati Pal

3.1.6 "Completion of Construction" in respect of any Unit or New Buildings or part thereof forming part of the Building Complex shall mean the compliance of requirements mentioned in clause 8.13.2 hereto.

3.1.7 "Developer's Allocation" shall mean and include all saleable areas in the Building Complex except the Owners' Allocation and include all other properties and rights belonging to the Developer in terms hereof.

Anirban Pal
Sanghamita Pal (Mondal)
Sharmistha Pal

3.1.8 "Encumbrances" shall include mortgages, charges, security interest, liens (including negative lien), lis pendens, hypothecations, attachments, leases, tenancies, bargadar, occupancy rights, licenses, uses, debutters, trusts, bankruptcy, insolvency, wakfs, acquisition, requisition, vesting, any other encumbrance, claims, demands and liabilities whatsoever or howsoever;

TRO DEVELOPERS LLP
Kirti Bora
PARTNER

3.1.9 "Force Majeure" shall mean any event or combination of events or circumstances beyond the control of a Party including (a) Acts of God i.e. fire, draught, flood, earthquake, storm, lightning, epidemics, pandemic and other natural disasters; (b) Explosions or accidents, air crashes; (c) General strikes and/or lock-outs, civil disturbances, curfew etc.; (d) Civil commotion, insurgency, war or enemy action or terrorist action; (e) Change in Law, Rules and Regulations,

TRO DEVELOPERS LLP
Anirban
PARTNER

Adin

injunctions, prohibitions, or stay granted by court of law, Arbitrator, Government; (f) Non-functioning of any existing or new Appropriate Authorities due to any reason whatsoever including any lockdown imposed by the Government of India or the Government of West Bengal.

3.1.10 "New Buildings" shall mean the one or more buildings and other structures to be constructed from time to time at or portion/s of the Subject Property.

3.1.11 "Owners' Allocation" shall mean and include those defined in the **FOURTH SCHEDULE** hereunder written.

3.1.12 "Parking Spaces" shall mean the spaces at the Building Complex including at covered space, open area or under a shade at the open area or mechanized multilevel systems at the open area for parking of motor cars and/or two-wheelers.

3.1.13 "Pass Through Charges" shall mean the Goods and Service Tax or any substitutes, additions or alterations thereof and any other impositions, levies or taxes (other than Income Tax) on the Transfer in favour of the Transferees.

3.1.14 "Real Estate Laws" shall mean Real Estate (Regulation and Development) Act, 2016, and include all the amendments and substitutes thereof and also all rules, regulations and byelaws framed there under.

3.1.15 "Shares in land" shall mean the proportionate undivided share in the land of whole or part of the Subject Property attributable to any Unit.

3.1.16 "Subject Property" shall mean the piece or parcel of land morefully and particularly described in the **FIRST SCHEDULE** hereunder written.

Sanghvi Gharal.
Samadita Pal
Arati Pal

Anish Pal
Sanghvi Pal (Mondal)
Sharmistha Pal

INTRO DEVELOPERS LLP
Anish Pal
PARTNER

INTRO DEVELOPERS LLP
Kirti Bolla
PARTNER

Adi

3.1.17 "Transfer" (with grammatical variations) shall insofar as the same relates to Units shall mean transaction of sale or lease or any other mode of transfer and insofar as the other Transferable Areas shall mean transaction by sale, grant or otherwise.

3.1.18 "Transferable Areas" shall mean the Units, Parking Spaces, private/reserved terraces/roofs with or without any facilities and all other areas at the Building Complex capable of being transferred independently or by being added to the area of any Unit or by making the same appurtenant to any Unit or otherwise and shall also include any area, right or privilege at the Building Complex capable of being commercially exploited or transferred for consideration in any manner and include the proportionate undivided shares in land and/or the Common Areas and Installations appurtenant to the Units but shall not include those forming part of the Owners Allocation.

3.1.19 "Transferees" shall mean the persons to whom any Transferable Areas in the Building Complex is Transferred or agreed to be Transferred by the Developer.

3.1.20 "Units" shall mean the independent and self-contained residential apartments and non-residential shops, offices and other spaces including any private/reserved terraces/roof scapable of being exclusively held used or occupied by a person.

3.2 INTERPRETATION:

3.2.1 Reference to any clause shall mean such clause of this Agreement and include any sub-clauses thereof. Reference to any Schedule shall mean such Schedule to this Agreement and include any parts of such Schedule.

Sanghamitra Ghosh
Samadrita Pal
Anali Pal

Anurupa Pal
Sanghamitra Pal (Monal)
Sharmista Pal

INTRO DEVELOPERS LLP
Kirti Lodha
PARTNER

INTRO DEVELOPERS LLP
Anurupa
PARTNER

- 3.2.2 Headings, Clause Titles, Capitalized expressions and Bold expressions are given for convenience only and shall not be used for or influence the interpretation of any clause or sub-clause hereof.
- 3.2.3 Words of any gender are deemed to include those of the other gender;
- 3.2.4 Words using the singular or plural number also include the plural or singular number, respectively;
- 3.2.5 The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified Articles of this Agreement, as the case may be;
- 3.2.6 Reference to the word "include" shall be construed without limitation;
- 3.2.7 The Schedules/Annexure and recitals hereto shall constitute an integral part of this Agreement and any breach of the stipulations contained in the Schedule shall be deemed to be a breach of this Agreement;
- 3.2.8 Reference to a document, instrument or agreement (including, without limitation, this Agreement) is a reference to any such document, instrument or agreement as modified, amended, varied, supplemented or novated in writing from time to time in accordance with the provisions.

Sanghvi
Samadhi
Pal

Shrinani
Sanghvi
Pal (Mondal)
Shrinani
Pal

SECTION-II # RECITALS AND REPRESENTATIONS:

4 RECITALS/REPRESENTATIONS:

4.1 RECITALS:

- 4.1.1 The Owners are the full and absolute Owners of the Subject Property. The mode and manner of acquisition of title by the Owners is more fully set out in the **FIFTH SCHEDULE** hereunder written.

UTRO DEVELOPERS LLP
Kirti Lodha
PARTNER

UTRO DEVELOPERS LLP
Anurag
PARTNER

Adi.

4.1.2 Pursuant to discussions between the parties and the representations as hereinafter contained, the Owners and the Developer have agreed to enter into this agreement whereby the Developer shall, inter alia, be entitled to the exclusive right to develop the Building Complex and Transfer the Transferable Areas to interested Transferees and be entitled to the Developer's Allocation and other benefits and the Owners shall, inter alia, be entitled to the Owners Allocation and other benefits herein stated.

4.2 REPRESENTATIONS:

4.2.1 The Owners made the following several representations, assurances and warranties to the Developer which have been completely relied upon and believed to be true and correct by the Developer for the purpose of entering upon this Agreement and the transaction envisaged herein:

- (i) That the Owners are presently the full and absolute Owners of the Subject Property with good marketable title free from all Encumbrances whatsoever and in khas vacant and peaceful possession thereof. The facts about the Owners deriving title to the Subject Property is represented and warranted by the Owners in the **FIFTH SCHEDULE** hereto and the same are all true and correct.
- (ii) The Subject Property is demarcated by proper physical and legal demarcations.
- (iii) There are proper boundary walls on the North, West, East and South of the Subject Property.
- (iv) That there is no notice of acquisition or requisition or alignment under the Land Acquisition Act or The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 received or pending in respect of the Subject Property or any part thereof and the Subject Property or any part thereof does not contain any excess vacant land under the Urban

Singhender Ghosal.
Samadita Pal
Anviti Pal

Anubam Pal
Sanjaya Pal (Monal)
Sharoni Pal

TRO DEVELOPERS LLP
PARTNER
Kirti Bodea

TRO DEVELOPERS LLP
PARTNER
Anubam Pal

Adv.

- 3.2.2 Headings, Clause Titles, Capitalized expressions and Bold expressions are given for convenience only and shall not be used for or influence the interpretation of any clause or sub-clause hereof.
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- 3.2.4 Words using the singular or plural number also include the plural or singular number, respectively;
- 3.2.5 The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified Articles of this Agreement, as the case may be;
- 3.2.6 Reference to the word "include" shall be construed without limitation;
- 3.2.7 The Schedules/Annexure and recitals hereto shall constitute an integral part of this Agreement and any breach of the stipulations contained in the Schedule shall be deemed to be a breach of this Agreement;
- 3.2.8 Reference to a document, instrument or agreement (including, without limitation, this Agreement) is a reference to any such document, instrument or agreement as modified, amended, varied, supplemented or novated in writing from time to time in accordance with the provisions.

Sorghowider Ghemal
Samadrita Pal
Parvati Pal

Anirban Pal
Sanyukta Pal (Mondal)
Sharmistha Pal

SECTION-II # RECITALS AND REPRESENTATIONS:

4 RECITALS/REPRESENTATIONS:

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ITRO DEVELOPERS LLP
Kirti Lodha
PARTNER

ITRO DEVELOPERS LLP
Anu Jha
PARTNER

Adi.

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- (i) That the Owners are presently the full and absolute Owners of the Subject Property with good marketable title free from all Encumbrances whatsoever and in khas vacant and peaceful possession thereof. The facts about the Owners deriving title to the Subject Property is represented and warranted by the Owners in the **FIFTH SCHEDULE** hereto and the same are all true and correct.
- (ii) The Subject Property is demarcated by proper physical and legal demarcations.
- (iii) There are proper boundary walls on the North, West, East and South of the Subject Property.
- (iv) That there is no notice of acquisition or requisition or alignment under the Land Acquisition Act or The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 received or pending in respect of the Subject Property or any part thereof and the Subject Property or any part thereof does not contain any excess vacant land under the Urban

Sanghmitra Pal
Samadita Pal
Anurag Pal

Anurag Pal
Sanghmitra Pal (Mondal)
Sharon's the Pal

TRO DEVELOPERS LLP
Anurag Pal
PARTNER

TRO DEVELOPERS LLP
Anurag Pal
PARTNER

ADV.

Land (Ceiling and Regulation) Act, 1976 or any other law whatsoever.

- (v) That neither the Subject Property nor any part thereof has been attached or forfeited and/or is liable to be attached or forfeited under any laws or order or decree of any authority or Court of Law or due to Income Tax, Foreign Exchange, Money Laundering or any other Statutory Dues or Public Demand.
- (vi) There is no impediment, obstruction, restriction or prohibition in the Owners entering upon this Agreement and/or in the development and transfer of the Subject Property.
- (vii) That the original documents of title in respect of the Subject Property are in the personal custody of the Owners and the same have not been deposited with anyone nor confiscated or seized by any authority nor used as security or collateral security or bond or otherwise in respect of any activity or transaction whatsoever.
- (viii) There is no suit, dispute, claim or other legal proceeding, civil, criminal or revenue is pending by or against the Owners and/or any other person affecting or in any way relating to the Subject Property and there is no legal proceeding, dispute or claim affecting the Subject Property and/or the Owners.
- (ix) That there is no injunction, status quo, prohibition or other order or condition in any way relating to or affecting the Subject Property in any manner.
- (x) That the Owners have not stood as Guarantor or Surety for any obligation, liability, bond or transaction whatsoever.
- (xi) That the Owners have not entered upon any agreement or contract with any other person in connection with the Subject Property or any part thereof or its development/sale/transfer nor have executed any power of attorney in favour of any person nor have otherwise dealt

Sanghermita Ghosh.
Sambadita Pal
Ananta Pal

Anubam Pal
Sangmita Pal (Mondal)
Sharmistha Pal

PRO DEVELOPERS LLP
Kirti Golla
PARTNER

PRO DEVELOPERS LLP
Srujan
PARTNER

ADV.

with the Subject Property or any part thereof prior to execution of this Agreement.

(xii) That the Owners have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Subject Property or any part thereof can or may be impeached, encumbered or affected in title or would in any way impair, hinder and/or restrict the development transfer and other activities envisaged under this Agreement.

(xiii) That the Owners or their predecessors in title have not mortgaged or charged or provided security interest in respect the Subject Property or any part thereof and there is no notice or proceeding for realization or recovery of the dues of the Bank nor is there any notice or proceeding of winding up or bankruptcy or insolvency proceedings under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 or the Companies Act or Insolvency and Bankruptcy Code or before the Debts Recovery Tribunal or before any Court or Tribunal filed or pending against the Owners.

(xiv) That there is no difficulty in the compliance of the obligations of the Owners hereunder.

3.3. REPRESENTATIONS OF DEVELOPERS: The Developer has represented and assured the Owners, inter alia, as follows:-

3.3.1. The Developer is carrying on business of construction and development of real estate and has infrastructure, expertise and resources in this field.

3.3.2. The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.

Ghosal.
Sanghera
Samadita
Arati Pal

Aruban Pal
Sanjivita Pal (Monsal)
Shamistha Pal

TRO DEVELOPERS LLP
Kirti Galla
PARTNER

TRO DEVELOPERS LLP
Anurag
PARTNER

ADW

3.3.3. The Developer has full power and authority and has all material governmental licenses, consents and approvals necessary to own its assets and properties and to carry on its business as now conducted.

3.3.4. Subject to the terms hereof, there is no difficulty in compliance of the obligations of the Developer hereunder.

4.4 The parties are now entering upon this Agreement to put into writing all the terms and conditions agreed between them in connection with the development of the Subject Property and the administration and Transfer of the Building Complex and the respective rights and obligations of the parties in respect of the same as hereinafter contained.

SECTION-III # WITNESSETH:

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

5 AGREEMENT AND CONSIDERATION:

5.1 The Owners hereby agree to provide the entirety of the Subject Property and hereby grants to the Developer exclusive right and authority to develop the Subject Property as a Building Complex and to Transfer and administer the Building Complex on the terms and conditions hereinafter contained and in consideration thereof and further in consideration of the obligations, covenants, terms and conditions contained herein and on the part of the Owners to be observed, fulfilled and complied with, the Developer has agreed to the same on the terms and conditions hereinafter contained.

5.2 With effect from the date hereof, the Developer shall have the sole and exclusive rights, authorities and entitlements (a) to develop and construct or cause to be developed and constructed the Building Complex at the Subject Property, (b) to administer the Building Complex in the manner and until the period as morefully contained herein, (c) to Transfer all the

General.
Sanghvi
Samadita
Anali Pal

Anubam Pal
Sanghvi Pal (Mondal)
Sharonis Pal

PRO DEVELOPERS LLP
Kulr Lodha
PARTNER

PRO DEVELOPERS LLP
Anu Sene
PARTNER

ADW.

Transferable Areas, (d) to the Developer's Allocation, and (e) to all other properties benefits and rights of the Developer hereunder or to which the Developer is entitled hereunder; **And** the Owners shall be entitled (a) to the Owners' Allocation and (b) all other properties benefits and rights of the Owners hereunder or to which the Owners are entitled hereunder; on and subject to the terms and conditions hereinafter contained.

- 5.3 The New Buildings shall be constructed or caused to be constructed by the Developer at his own costs and expenses upon complying with all provisions of law. The Owners hereby agree to sell and transfer the Shares in land attributable to the Transferable Areas in the Developer's Allocation in favour of the concerned Transferees and the sale of the same shall be completed upon Completion of Construction of the concerned Unit.
- 5.4 The agreement and the rights of the Developer shall be and remain valid and subsisting at all times and cannot be cancelled except only in accordance with any specific terms and conditions mentioned herein.
- 5.5 Notwithstanding anything elsewhere to the contrary contained in this agreement it is expressly agreed and understood by and between the parties hereto that no obligation of the Developer shall commence till the complete lifting of any lock-down or restrictions due to Covid 19 and also the normal functioning of government departments and movement of people beginning thereafter.

6 OBLIGATIONS OF OWNERS:

- 6.1 **ATTRIBUTES REQUIRED FOR SUBJECT PROPERTY:** The Owners shall be wholly responsible and liable to cause and ensure the availability of the Subject Property towards the development and Transfer in terms hereof. In connection with the Subject Property, the Owners shall be bound to comply with and meet the following attributes:

Sanghamitra Ghoshal
Samadrita Pal
Anjali Pal

Anubam Pal
Sangamitra Pal (Mondal)
Sharminista Pal

TRO DEVELOPERS LLP
Kirti Challa
PARTNER

TRO DEVELOPERS LLP
Anshu
PARTNER

[Handwritten signature]

6.1.1 Marketable Title: The Subject Property and each part thereof shall be absolute freehold property with good and marketable title of the Owners. The Owners shall make out and keep and maintain, at his costs, good marketable title to the Subject Property. The Owners shall be liable for satisfying all buyers and bankers about marketable title and for all title and Ownership and possession related claims. Any objection or claim of any person due to any reason whatsoever shall be dealt with and settled and cleared by the Owners at their own costs. The Owners agree to answer and comply with all further Requisitions on title that may be raised by the Developer or its advocate (in addition to the requisition already raised and answered) upon them within 15 (fifteen) days of receipt thereof.

Sanghvi Ghorad.
Samadita Pal
Arati Pal

6.1.2 Free from Encumbrances: The Owners have agreed to provide the Subject Property free from all Encumbrances and with vacant and peaceful possession duly secured by boundary walls and gates and directly abutting public road. The Subject Property and each part thereof are and shall be free of and from all kinds of Encumbrances and/or any claims or disputes by any third party including predecessor in title of the Owners and there shall be no restriction or prohibition under any law for its development and/or Transfer in any manner. The Subject Property and each and every part thereof shall also be free from any vesting under the Estates Acquisition Act, the Land Reforms Act and/or the Urban Land (Ceiling & Regulation) Act or any other law and there shall be proper no lien custody of all original title deeds and government records in respect of the Subject Property and every part thereof.

Arati Pal
Sanghvi Ghorad (Mondal)
Shamshir Pal

TRO DEVELOPERS LLP
Kirti Lodha
PARTNER

6.1.3 Physical Possession: There is or shall be no claim or interference or obstruction of any other person as regards possession of the Subject Property or any part thereof.

TRO DEVELOPERS LLP
Kirti Lodha
PARTNER

Adi

- 6.1.4 Fit for Development:** The Subject Property is and shall continue to remain fit for development of the Building Complex and Transfer of the Transferable Areas in the Developer's Allocation therein.
- 6.1.5 Clearances:** The Owners shall apply for and obtain the necessary permissions, clearances or certificates from any Appropriate Authorities as may be required in respect of the land and/or title of the Subject Property or to make the same fit for Development. The Developer shall take lead in assistance with the Owners in taking out such certificates and permissions at the costs and expenses of the Owners.
- 6.1.6 Defects/deficiencies:** In case any Encumbrance arises or is detected in respect of the Subject Property or any part thereof at any time or in case any defect or deficiency in the title of the Subject Property arises or is detected at any time or there is any claim of possession or occupation by any person in respect of the Subject Property at any time, the same shall be rectified and cured by the Owners within 60 (sixty) days of the same arising.
- 6.1.7 Errors:** In case records of the B.L. & L.R.O., Municipality and/or any other Appropriate Authorities contain any error, defect, discrepancy, omission, inconsistency or mis-description in numbering, mutation, area, nature of use, share etc. or require any correction or rectification or change, the Owners shall also cause the same to be applied for correction and rectification within 30 (thirty) days from the date of execution hereof and pursued diligently to obtain the same at the earliest or within 30 (thirty) days of the detection thereof.

Sanghvi Ghasal.
Samadrita Pal
Anvita Pal

Shravan Pal
Sanjivita Pal (Mondal)
Sharmistha Pal

TRO DEVELOPERS LLP
Kirti Lodha
PARTNER

TRO DEVELOPERS LLP
Anu Jaiswal
PARTNER

Adi.

6.1.8 Dues on the Subject Property: The Owners shall pay and clear upto date land revenue, property tax and any other dues or taxes, if any outstanding in respect of the Subject Property until the date of commencement of construction of the New Buildings.

6.2 COMPLIANCE OF REAL ESTATE LAWS: The Owners shall comply with all requirements of Real Estate Laws as applicable to a Land Owner and/or pertaining to land and title.

6.3 TIME AND COSTS AND EXPENSES FOR OBLIGATIONS OF OWNERS: Unless otherwise expressly mentioned:-

6.3.1 Save as expressly mentioned herein, the Developer shall not be liable for any costs, charges, outgoings and expenses on any account whatsoever in respect of the several obligations of the Owners contained herein and the Owners shall be exclusively liable there for.

6.3.2 The time for compliance of the several obligations of the Owners shall be within 120 (one hundred twenty) days from the date of execution hereof or if the situation for the same arises later then within 120 (one hundred twenty) days of the situation arising or such further time as the Developer may allow as per the situation.

6.4 TITLE DEEDS & OTHER DOCUMENTS:

6.4.1 The Owners shall deliver all original records of rights and title deeds relating to the Subject Property in his custody particulars whereof are mentioned in the **SIXTH SCHEDULE** hereto and hereinafter referred to as "the said Documents", to the Developer, simultaneously with the execution hereof. Upon completion of sale and transfer of all the Units and/or Transferable Areas in the Building Complex, the Developer will have the right to obtain the originals of whatever documents handed over by the Owners to the Developer's Advocate and any further documents that may be deposited with the Developer's Advocate during the course of

Sanghamitra Pal
Sanghamitra Pal
Sanghamitra Pal
Sanghamitra Pal

Anurag Pal
Anurag Pal (Monsal)
Anurag Pal
Anurag Pal

INTRO DEVELOPERS LLP
Kirti Badda
PARTNER

INTRO DEVELOPERS LLP
Anurag Pal
PARTNER

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development, and to deliver the same to the Association of the Transferees of the New Buildings.

- 6.4.2** The Developer shall be entitled from time to time and at all times to produce, submit, deliver, give copies and extracts of and from the said Documents before government and semi government bodies and authorities, local authorities, statutory bodies, courts, tribunals, judicial and quasi-judicial forums, service providers and other persons and authorities as may be required. The Developer shall also be entitled to produce and give/deliver/deposit the said Documents or copies and extracts of and from the said Documents before banks or other financial institutions who would be providing finance/loans/advances to the Developer for development of the Subject Property and also provide inspection and give copies thereof to any financier giving loans or advances to any Transferee.

- 6.4.3** In the event of the Owners being required to produce the said Documents in terms of any covenant to such effect being contained in any title deed, the Owners shall be entitled to call upon the said Developer to cause the same to be produced for inspection or otherwise generally to produce the same as the Owners may be called upon to in terms of the covenants contained in the said title deeds forming part of the said Documents.

6.5 POSSESSION:

- 6.5.1** The Owners shall simultaneously with the execution hereof deliver vacant peaceful possession of the Subject Property to the Developer for the purpose of development envisaged herein.

7 PLANNING:

- 7.1** The planning and layout for the development of the Subject Property including, inter alia, on the aspects mentioned herein below, shall be done by the Developer:

Sanghamitra Ghoshal.
Samadita Pal
Anati Pal

Anirban Pal
Sanjivita Pal (Monsal)
Shobanishtha Pal

INTRO DEVELOPERS LLP
Kirti Bodha
PARTNER

INTRO DEVELOPERS LLP
Vijay
PARTNER

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- (i) The design, concept and layout of the Building Complex and also of landscaping, plantation, walkways, driveways, etc., at the Subject Property, the number and area of Units, Parking Spaces in one or more New Buildings and other portions of the Subject Property and the nature of the constructions and developments at the Subject Property including any underground, ground level or above the ground developments and constructions;
- (ii) Club and/or sporting/entertainment/recreation/health centre, if any planned, for the Transferees and/or others and the composition, specifications, equipments, installations, services and facilities

7.2 The Developer shall be free to plan, commence and continue the construction and development of the Subject Property or any part thereof in multiple phases as the Developer may deem fit and proper.

8 SURVEY, SANCTION AND MODIFICATION OF BUILDING PLANS:

8.1 **SURVEY AND SOIL TESTING:** The Developer shall at its own costs and expenses carry out necessary survey and soil testing and other preparatory works in respect of the Subject Property.

8.2 **BUILDING PLANS PREPARATION AND APPROVAL:** Upon the Owners complying with his obligations hereunder, the Developer shall at its own cost and expenses from time to time cause to be prepared and sanctioned one or more plans for the constructions at the Building Complex. The Developer may prepare single or multiple building plans in respect of the Development of the Building Complex or any part/phase thereof and to apply for and obtain sanction on a phase wise manner from time to time, if necessary. The Developer shall send a copy of the proposed Building Plans to the Owners. In case there is any suggestion of the

Sanghvi & Co. General.
Samadita Pal
Arati Pal

Anirban Pal
Sanjivita Pal (Monal)
Shamika Pal

TRO DEVELOPERS LLP
Kirti Lodha
PARTNER

TRO DEVELOPERS LLP
Anirban Pal
PARTNER

[Signature]

Owners, the Owners shall inform the Developer thereabout within 10 (ten) days from the receipt of the plans. All points of discussion on the same between the Owners and the Developer shall be done in the presence of the Architect for the Building Complex. Any disagreement shall be mutually settled by the parties and the decision of the Architect on any point of disagreement would be final and binding upon both the parties.

Sanghvi & Co. General
Samadita Pal
Anjali Pal

8.3 MODIFICATIONS AND ALTERATIONS: The Developer shall also be entitled from time to time to cause modifications and alterations to the building plans in such manner and to such extent as the Developer may deem fit and proper.

8.4 SIGNATURE AND SUBMISSION: The Owners shall sign, execute, submit and deliver all applications, undertakings, declarations, affidavits, plans, letters, and other documents and do all acts deeds and things as may be required by the Developer in connection with the application and/or obtaining the sanction of the Building Plans and for obtaining any approvals required to be obtained by the Developer for commencing or carrying out the Development at the Subject Property.

Anurag Pal
Sanghvi & Co. (Mumbai)
Shamika & Co. Pal

8.5 APPROVALS FOR DEVELOPMENT: The Developer shall either in its own name or in the name of the Owners apply for and obtain all permissions, clearances, no objection certificates and other approvals required for carrying out the development at the Subject Property, including those required from Pollution Control Authority, Fire Service Authorities, Airport Authorities, Police Authorities, Municipal Authorities or any other Statutory Authorities, at its own costs and expenses but not those to be obtained by the Owners under clause 5.1.8 hereof.

TRO DEVELOPERS LLP
Kirti Lodha
PARTNER

TRO DEVELOPERS LLP
Anurag Pal
PARTNER

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9 CONSTRUCTION OF THE BUILDING COMPLEX:

9.1 CONSTRUCTION: The Developer shall at its own cost and expense construct and build the New Buildings and other constructions and developments at the Subject Property and erect and install the Common Areas and Installations in accordance with the Planning of the Developer and upon due compliance of the Building Plans and laws affecting the same. The Developer shall have the sole and complete rights and obligations in respect of all aspects of development and construction.

Abdul
Sanghamitra
Samadita
Arati Pal

9.2 GOOD CONSTRUCTION: The Developer shall construct erect and carry out the development at the Subject Property in a good and workman like manner with good quality of materials and specifications as mentioned in the **THIRD SCHEDULE** hereto or equivalent substitutes thereof. The Developer shall construct and build the New Buildings in accordance with the Building Plans and all sanctionable modifications and alterations thereof and do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules in force at the relevant time. The construction shall be done by the Developer in compliance of the legal requirements.

Anurag Pal
Sanyukt Pal (Housal)
Sharmistha Pal

9.3 TEAM: The Architect for the Building Complex and the entire team of people required for the execution of the Building Complex shall be such person as may be selected and appointed by the Developer in its sole discretion. All persons employed by the Developer for the purpose of construction such as architects, contractors, labourers, care-takers etc., shall be the persons under the appointment from and/or employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc. or their acts in any manner whatsoever and shall have no responsibility towards the architect and/or contractors labourers caretaker etc. or for the compliance of the provisions of labour laws, payment of wages, payment of P.F., E.S.I. etc., maintenance

TRO DEVELOPERS LLP
Kirti Lodha
PARTNER

TRO DEVELOPERS LLP
Anurag
PARTNER

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of records of labourers etc. and all the responsibilities in this regard shall be of the Developer and the Owners shall be kept protected and harmless against any action, if taken against the Owners for non-compliance or violation of the said requirements.

Sanghamitra Ghosh.
Samadita Pal
Anita Pal

- 9.4 UTILITIES:** The Developer shall be entitled to utilize the existing available and/or modify or alter or apply for and obtain new connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities (whether temporary or permanent) from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the proposed Complex.

- 9.5 COMMON AREAS AND INSTALLATIONS:** The Developer shall identify the Common Areas and Installations in the Subject Property meant jointly or individually for all or any of the individual New Buildings and/or the Subject Property as a whole and/or different phases thereof and also for all or some of the Transferees and/or Transferable Areas.

Anirban Pal
Sangjyoti Pal (Mondal)
Sharmistha Pal

- 9.5.1** The Developer shall provide for the availability of Common Areas and Installations on a phase wise basis providing for –

- (i) Passages, pathways and driveways for ingress and egress by users of the Subject Property as developed from time to time;
- (ii) Electricity, drainage and sewerage and water connections with necessary constructions and equipments thereof;
- (iii) Lifts/staircases/elevators wherever applicable in the New Buildings;
- (iv) Any other area, installation or facility that the Developer may provide at the Subject Property.

TRO DEVELOPERS LLP
Kirti Lodha
PARTNER

- 9.5.2** The Developer subject to compliance of existing laws shall be entitled to:-

- (i) Erect, install and/or operationalize the Common Areas and Installations in phases and gradually;

TRO DEVELOPERS LLP
Anirban Pal
PARTNER

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- (ii) Allow or permit only provisional and/or partial use of any of the Common Areas and Installations until Completion of Construction of the Building Complex or until such earlier time as the Developer may deem fit and proper;
- (iii) Change the location, dimension, capacity or any other physical or in-built specifications of any Common Areas and Installations in phases and from time to time to erect, install or shift any Portion into any new phase or other portions of the Subject Property;
- (iv) Erect temporary or permanent boundary between the different phases and to remove the same at any time or upon the completion of the later phase as the Developer may deem fit and proper;
- (v) Impose restrictions and conditions for the use of the Common Areas and Installations;
- (vi) Charge, demand, receive or realize any Extras or Deposits in connection with any Common Areas and Installations;
- (vii) Provide for separate entrances and other Common Areas and Installations for different groups of Transferees.

Sanghmitra Ghosh.
Sanghmitra Pal
Private Pal

Anirban Pal
Sanghmitra Pal (Mondal)
Sharmistha Pal

TRO DEVELOPERS LLP
Kirti Lodha
PARTNER

TRO DEVELOPERS LLP
Anirban Pal
PARTNER

9.6 AREAS: The carpet area and built-up area in respect of the all the Units shall be as per applicable Real Estate Laws and shall be provided by the Developer and the super built-up area in respect of all the Units and other Transferable Areas in the Building Complex shall be such as be determined by the Developer.

9.7 CALCULATION OF PROPORTIONATE SHARE: The proportionate share in land and in the Common Areas and Installations attributable to any Unit shall be determined by taking the ratio in which the carpet of such Unit bears to the total carpet area of all the Units for the time being to contain in the New Buildings Provided That insofar as proportionate share

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in the Common Areas and Installations of individual buildings are concerned the same shall be determined by taking the ratio in which the carpet area of any Unit bears to the total carpet area of all the Units in the concerned building. The parties shall by mutual consent or if required by law, be entitled to vary the basis of determination of proportionate share as aforesaid.

Sanghamitra Ghosh
Samadita Pal
Pratek Pal

9.8 MANAGEMENT, CONTROL & AUTHORITY: With effect from the date of execution of this Agreement, the Developer shall have exclusive and unobstructed right to administer Building Complex. The Owners hereby agrees and confirms that the Developer shall have all the authority to carry out the planning and development of the Building Complex fully and in all manner with sole and exclusive management, control and authority. The Developer may set up site office, put up the hoardings/boards, bring out brochures and to display the board/hoardings of its group companies at the Subject Property and the Building Complex.

Shravan Pal
Sangmita Pal (Monal)
Shammita Pal

9.9 NAME The name of the Building Complex shall be such as the Developer may decide. The names of each building thereof shall also be decided by the Developer.

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Kirti Lodha
PARTNER

9.10 For all or any of the purposes contained hereinabove and required by the Developer, the Owners shall render all assistance and co-operation to the Developer and sign execute submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time promptly and without any delay, failing which the time periods for construction by the Developer shall stand automatically extended by the periods of delay on the part of the Owners.

TRO DEVELOPERS LLP
Anurag
PARTNER

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9.11 TIME FOR CONSTRUCTION AND COSTS:

9.11.1 **TIME FOR CONSTRUCTION:** Subject to the Owners not being in default in compliance of their obligations hereunder, the Developer shall complete the construction of any New Buildings phase-wise and from time to time within **36(thirty-six) months** of the last of the date of sanction of the Building Plans and registration of the Building Complex as a project under the Real Estate Laws. There shall be an extended period of 6 (six) months beyond the time for construction mentioned above.

Sanghamitra Ghoshal
Sanghamitra Pal
Anjali Pal

9.11.2 **COMPLETION OF CONSTRUCTION:**

- (i) For the purpose of "Completion" the construction of any New Building or block thereof shall be deemed to have been completed on the Developer causing to be constructed the same internally as per the agreed specifications together with ingress and egress there from by staircase and lift and together with availability of temporary or permanent water; electricity and drainage connections (if and to the extent applicable for such constructed area) and the issuance of Completion/Occupancy Certificate of the Architect in respect thereof;
- (ii) The elevation works and decoration and beautification works, relief and land layout works, pavements, permanent connections relating to the common amenities may be part of the last phase of construction of the Building Complex.

Anubam Pal
Sanghamitra Pal (Monsal)
Sharmistha Pal

TRO DEVELOPERS LLP
Kirti Lodha
PARTNER

9.11.3 **COSTS AND EXPENSES:** Unless otherwise expressly mentioned, all fees costs and charges payable for sanction, modification, alteration and/or revision of building plans, all costs of construction and development of the Subject Property and the activities mentioned above in clauses 6 to 8 above shall be borne and paid by the Developer.

TRO DEVELOPERS LLP
Anu Kishore
PARTNER



9.12 ADDITIONAL/FURTHER CONSTRUCTION: Upon sanction of the Building Plans, the Developer shall, if so and as is thereafter possible/permissible to be caused to be sanctioned and constructed, be entitled to apply for sanction of additional/further constructions (including any incremental parking spaces) beyond those sanctioned under the Building Plans. In case such additional area is sanctioned, the same shall form part of the Developer's Allocation. The sanction fee and cost of sanction of the same and the costs of construction of this additional area shall be borne and paid by the Developer.

Sargamitoo General.
Samadita Pal
Anati Pal

10 HANDING OVER OF OWNERS'S ALLOCATION, TRANSFER OF
DEVELOPER'S ALLOCATION AND MANNER:

10.1 HANDING OVER: The Owners Allocation (except that payable in money as per details in the **FOURTH SCHEDULE** hereunder written) shall be handed over by the Developer to the Owners on the receipt of Completion Certificate from the Appropriate Authorities certifying that the construction of the Building Complex is complete.

Shrinani Pal
Sangjanta Pal (Mondal)
Sharonista Pal

10.2 TRANSFER: The Transfer of the Building Complex and all Transferable Areas therein as forming part of the Developer's Allocation shall be under the control and management of the Developer. The parties shall Transfer the Transferable Areas forming part of the Developer's Allocation to the Transferees selected by the Developer wherein the proportionate undivided shares in the land attributable to the concerned Transferable Areas shall be Transferred or agreed to be Transferred by the Owners in the manner hereinafter provided and the constructed areas and all other rights, title or interest shall be Transferred or agreed to be so done by the Developer and the Owners collectively in the manner hereinafter provided. The Transfer of the proportionate share in the land shall be completed upon construction of the Transferable Areas or at such other time as the Developer may require

PRO DEVELOPERS LLP
Kirti Goela
PARTNER

PRO DEVELOPERS LLP
Jim the
PARTNER

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and the consideration for the same and any other right, title or interest there under transferred by the Owners shall be the allotment to the Owners of the Owners Allocation.

10.3 MANNER OF TRANSFER: The parties agree to the following terms and conditions in respect of the Transfer:-

10.3.1 Authority of Developer: The Developer shall have the sole and exclusive rights to conduct the day to day Transfer of the Developer's Allocation in respect of the Building Complex and all Transferable Areas therein but at the rates and subject to the conditions hereinafter contained.

10.3.2 Rate and Price for Transfer: The rates of booking shall be finalized by the Developer at its sole discretion.

10.3.3 Publicity and Branding: The Developer shall be entitled to advertise for Transfer of the Developer's Allocation in the Building Complex in all media. The branding in respect of the Building Complex shall be done by the Developer using its/group name and brand and those of the marketing agents and other connected persons.

10.3.4 Marketing Agents: The Developer may select, appoint or discontinue the Marketing Agents, brokers, sub-brokers and other agents for Transfer of the Transferable Areas in the Developer's Allocation at such charges and terms and conditions as they may deem fit and proper.

10.3.5 Bookings and Allotments: The Developer shall accept bookings and make allotments, in respect of any Unit, Parking Space or other Transferable Areas in the Developer's Allocation in favour of any Transferees and to cancel revoke or withdraw the same if the

Sanghermita Pal
Sanghermita Pal
Private Pal

Anubam Pal
Sanghermita Pal (Monsal)
Shamsher Pal

ITRO DEVELOPERS LLP
Kirti Lodha
PARTNER

ITRO DEVELOPERS LLP
Ajay Jaiswal
PARTNER

[Signature]

situation so warrants according to the Developer at the agreed rates and prices.

10.3.6 Signature to Agreements and Deeds: The agreements and final Transfer deeds or deeds relating to Transfer of the Units, Parking Spaces and other Transferable Areas in the Developer's Allocation shall be executed by the Developer for itself and the Owners. The Developer shall sign the concerned agreement and deed on behalf of the Owners pursuant to the power of attorney to be conferred to it hereunder or in pursuance hereof.

10.3.7 The Developer shall deliver possession of the Transferable Areas in the Developer's Allocation directly to the Transferees thereof.

10.4 ADVOCATES: All documents of transfer or otherwise shall be such as be drafted by Advocates to be appointed for such purpose by the Developer.

10.5 MARKETING AND ADVERTISEMENT COSTS: The marketing and publicity with related advertisements shall be done by the Developer at its own cost.

10.6 INTEREST ETC., TO TRANSFEREES ETC.: If any liability, interest, damage or compensation is payable to any Transferee or other person relating to the Building Complex, otherwise than due to delay or default on the part of the Developer or the Owners in compliance of their respective obligations towards them in accordance with the agreements to be entered with the Transferees, the same shall be payable by the Developer.

10.7 LOANS BY TRANSFEREES: The Transferees shall be entitled to take housing loans for the purpose of acquiring specific Units and Transferable Areas in the Developer's Allocation launched from banks, institutions and entities granting such loans. The Owners and the Developer shall render necessary assistance and sign and deliver such documents, papers, consents etc. as be required in this regard by such banks, institutions and entities Provided That there is no monetary liability for repayment of such loans or

Ghosh.
Pal

Sanghamitra
Samarita
Prati Pal

Anurupa Pal
Sanghamitra Pal (Monal)
Sharmistha Pal

TRO DEVELOPERS LLP
Kulr Lodha
PARTNER

TRO DEVELOPERS LLP
Anurupa
PARTNER

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Sanghermita Ghosh.
Samadita Tal
Prati Pal

FINANCE AND MORTGAGE: The Owners hereby agree and permit the Developer to obtain loans and finance for development of the Subject Property from any Banks and/or the Financial Institutions and/or Non-Banking Financial Companies and/or Recognized Foreign Direct Investors by mortgaging and charging the Subject Property without however creating any financial obligation upon the Owners and without creating any charge or lien on the Owners Allocation. The Developer shall indemnify and keep the Owners fully indemnified against any loss damage cost claim action or proceeding suffered by the Owners owing to any delay or default in repayment of the amounts and dues against any such mortgage by the Developer. The Owners agree from time to time to provide consents, confirmation and no objections or other documents as may be required for such mortgage or charge to be created by the Developer and also agrees to sign necessary loan and other agreements and power of attorney with the bankers or financiers in connection with the above.

Shrinubam Pal
Sanjyot Pal (Monsal)
Sharmista Pal

PRO DEVELOPERS LLP
Kirti Goalla
PARTNER

12.1 **COMMON PURPOSES:** The Owners and the Developer and all Transferees of their respective allocations shall be bound and obliged to pay the amounts and outgoings and comply with the rules, regulations, restrictions and conditions as may be framed by the Developer and adopted for or relating to the Common Purposes in consultation with the Owners. Furthermore, while dealing with and/or entering into any agreements and other documents of transfer of their respective allocations or any part thereof, the Owners and the Developer shall respectively necessarily incorporate all rules, regulations restrictions and conditions framed by the Developer as aforesaid.

INTRO DEVELOPERS LLP
Jim Sme
PARTNER

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12.2 MAINTENANCE IN-CHARGE:

12.2.1 The Developer shall upon Completion of Construction of the Building Complex form one or more Maintenance Company and/or Association for the Common Purposes and till then, the Developer or its nominee shall be in charge for the Common Purposes. It is expressly agreed and understood that so long as the Developer or its nominee be the Maintenance In-charge, the Owners and/or their nominees or transferees shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred. Further the Developer shall not be bound to continue with such responsibility of administration of the Common Purposes beyond 6 (six) months from the Completion of Construction of the Building Complex.

12.2.2 Until formation of the Association and handover of the charge of the Common Purposes or any aspect thereof to the Association, the Developer shall be free to appoint different agencies or organizations for any activities relating to Common Purposes at such consideration and on such terms and conditions as the Developer may deem fit and proper in consultation with the Owners. All charges of such agencies and organizations shall be part of the Common Expenses.

12.2.3 Notwithstanding any formation of Association or handover of charge to it, neither the Association nor the members thereof or any Transferee shall be entitled to frame any rule or regulation or decide any condition which may affect any right or privileges of the parties hereto.

Sargam Jha Ghosh,
Samadrita Pal
Anabi Pal

Anubam Pal
Sangjyoti Pal (Noida)
Sharmistha Pal

TRO DEVELOPERS LLP
Kirti Lodha
PARTNER

TRO DEVELOPERS LLP
Anirudh
PARTNER

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13 COVENANTS BY THE OWNERS:

13.1 The Owners do hereby covenant with the Developer as follows:-

13.1.1 That the Owners hereby covenant that each and every representation made by the Owners hereinabove are all true and correct and agree and covenant to perform each and every representation and covenant and the failure in such performance or detection of any representation as false (partially or wholly) or incorrect or misleading shall amount to breach and default of the terms and conditions of this Agreement by the Owners and all consequences in respect thereof shall be for and to the account of and borne and paid by the Owners.

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

13.1.3 That the Owners shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Developer.

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

13.1.5 That the Owners shall not cause any interference or hindrance in the sanction/modification/addition/alteration of Building Plans in terms hereof, construction and development at the Subject Property by the Developer and/or Transfer of the Developer's Allocation and not to

Sanghamitra Pal
Sanghamitra Pal
Anjali Pal

Anurag Pal
Sanghamitra Pal (Mortgage)
Sanghamitra Pal

TRO DEVELOPERS LLP
Kirti Coella
PARTNER

TRO DEVELOPERS LLP
Anurag Pal
PARTNER

Sardamitar Ghosh.
Sahadita Pal
Prati Pal

Shri Ram Pal
Sanyukt Pal (Mondal)
Sharmistha Pal

Shri Ram Pal
Sanghvi & Pal (M)
Sharma & Sharma

TRO DEVELOPERS LLP
Kirti Lodha
PARTNER

PRO DEVELOPERS LLP
Ami Patel
PARTNER

PRO DEVELOPERS LLP
Ami Patel
PARTNER

PRO DEVELOPERS LLP
Ami Patel
PARTNER

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

13.3.4 That the Developer shall be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Owners but may enter upon a LLP or Company and/or joint venture, collaboration, tie-up with any person and also to appoint sub-Developer as the Developer may deem fit and proper. However, the obligations of the Developer hereunder shall not be affected thereby.

13.4 GST AND TDS ETC.:

13.4.1 The parties shall respectively discharge statutory compliances in respect of TDS or Income Tax related compliances as well as Goods and Service Tax in respect of their respective rights, benefits, and obligations under or arising out of this agreement. As for the Transferable Areas other than the Contingent Residual Areas, the Developer shall be solely responsible for the compliances of collection and deposit of Goods and Service Tax. If there be any statutory requirement which obliges the Owners to register or pay, then the Owners shall comply with same.

13.4.2 The Owners will bear the GST or any other tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force pertaining to the Owners Allocation, if and as applicable. The Developer will bear the GST or any other tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force pertaining to the Developer's Allocation, if and as applicable.

Sanghamita Ghoshal.
Sanghamita Pal
Anurag Pal

Anurag Pal
Sanghamita Pal (Mou 2nd)
Sharmistha Pal

TRO DEVELOPERS LLP
Kirti Lodha
PARTNER

TRO DEVELOPERS LLP
Vishnu
PARTNER

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14 **FORCE MAJEURE:** Notwithstanding anything elsewhere to the contrary contained in this Agreement, the parties hereto shall not be considered to be in default in performance of the obligations or be liable for any obligation hereunder to the extent that the performance of the relative obligations are prevented by the existence of the force majeure and time for performance shall remain suspended during the duration of the force majeure.

15 **POWERS OF ATTORNEY:**

15.1 The Owners shall with the execution of these presents execute and/or register one or more Powers of Attorney in favour of 'MITRO DEVELOPERS LLP' represented by **Ankur Lodha** or such other person as may be nominated by the Developer from time to time granting all necessary powers and authorities to effectuate and implement this Agreement including for preparation/sanction/modification/alteration of Building Plans, construction and development of the Subject Property and for all temporary/permanent utilities thereat, sale or otherwise transfer of the Transferable Areas in the Developer's Allocation and shares in land, other than any portion of the Owners Allocation or any unilateral action resulting in modification of the agreement that affects the Owners along with the Developer and also otherwise under this Agreement and agree not to modify or alter the same and such power shall subsist during the subsistence of this Agreement.

15.2 If any further powers or authorities be required by the Developer at any time for or relating to the purposes mentioned herein, the Owners shall grant the same to the Developer and/or its nominees at the latter's costs and expenses and agree that the same shall also subsist during the subsistence of this Agreement.

15.3 **AUTHORITY AND ADDITIONAL POWERS:** It is understood that to facilitate the Building Complex, various acts deeds matters and things not herein specified may be required to be done by the Developer for which the

Sanghamita Ghoshal.
Sanghamita Ghoshal
Arati Pal

Ankur Lodha
Sanghamita Pal (Monsal)
Shamistha Pal

MITRO DEVELOPERS LLP
Ankur Lodha
PARTNER

MITRO DEVELOPERS LLP
Ankur Lodha
PARTNER

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Developer may need the authority of the Owners for making or signing of various applications and other documents relating to which specific provisions may not have been mentioned herein. The Owners hereby undertakes to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owners shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer.

Sargharam Das Ghoshal,
Samadrita Pal
Anvita Pal

- 15.4 The said power or powers of attorney to be so granted by the Owners to the Developer and/or its nominee/s shall form an integral part of this Agreement and the Owners shall not be entitled to modify or alter the same without the prior written consent of the Developer.

Anirban Pal
Sanjukta Pal (Monsal)
Sharmistha Pal

- 16 **PROPERTY TAXES AND OUTGOINGS:** Till the date of the commencement of construction of the New Buildings, all Khajana, taxes and outgoings (including arrears) on account of municipal/property tax, land tax and other outgoings shall be borne and paid by the Owners and those arising for the period thereafter and until Completion of Construction in such phase shall be borne and paid by the Developer. Provided That upon construction of any phase of Development at the Subject Property, all Khajana, taxes and outgoings shall be borne paid and discharged by the Transferees and for non-alienated areas by the parties hereto in the Agreed Ratio.

TRO DEVELOPERS LLP
Kirti Lodha
PARTNER

17 **ADDED AREAS**

- 17.1 The Developer may negotiate with the Owners or occupiers of any other property adjacent to the Subject Property for including the same within the Subject Property on such terms and conditions as the Developer may deem

TRO DEVELOPERS LLP
Anam Datta
PARTNER

[Handwritten signature]

Sanghmitra Ghoshal.
Samadrita Pal
Anali Pal

17.2 **INDEMNITY BY OWNERS:** At all times hereafter the Owners hereto shall indemnify and agree to keep the Developer, saved, harmless and indemnified in respect of gross negligence, mismanagement, fraud and otherwise in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Developer and arising due to any representation of the Owners being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Owners.

वृन्दिम पद
संयुक्ता पद (मण्डल)
शब्दविधा पद

17.3 INDEMNITY BY DEVELOPER: At all times hereafter the Developer hereto shall indemnify and agree to keep the Owners, saved, harmless and indemnified in respect of gross negligence, mismanagement, fraud and otherwise in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Owners and arising due to any representation of the Developer being found to be false or misleading and also due to any construction defect or deficiency on the part of the Developer, and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Developer.

PRO DEVELOPERS LLP
Killer Code
PARTNER

17.4 STAMP DUTY AND REGISTRATION CHARGES: All stamp duty, registration charges, legal expenses and other allied expenses in connection with the registration of this Agreement shall be borne and paid by the Developer.

INTRO DEVELOPERS LLP
Jeffrey S. Lee
PARTNER

Adm.

- 17.5 NO PARTNERSHIP OR AOP:** The Owners and the Developer has entered into this Agreement purely as a contract 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 (AOP).
- 17.6 NOT A PRESENT TRANSFER:** Nothing in this Agreement is intended to or shall be construed as a transfer of possession of the Subject Property at present in favour of the Developer.
- 17.7 WAIVERS:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights nor shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. A waiver on any occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a future occasion.
- 17.8 ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, correspondence and agreements between the Parties, written, oral or implied.
- 17.9 PART UNENFORCEABILITY:** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute any invalid or unenforceable provision with a valid or enforceable

Gheral.
Sanghamita Pal
Samadrita Pal
Anate Pal

Anubam Pal
Sanjyutha Pal (Monsal)
Sharmistha Pal

TRO DEVELOPERS LLP
Kirti Godea
PARTNER

TRO DEVELOPERS LLP
Anu Shree
PARTNER

Adi.

provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.

17.10 MODIFICATIONS: 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 the Owners and the Developer.

17.11 CUSTODY OF ORIGINAL AGREEMENT: The original shall be retained by the Developer.

18 DEFAULTS AND CONSEQUENCES:

18.1 DEFAULTS OF OWNERS: In case the Owners fails and/or neglects to make out and maintain a marketable title to the Subject Property or any part thereof or in case the Owners fail to comply with any of their obligations mentioned in this Agreement in the manner or within the period stipulated there for, the Developer shall give a notice, in writing, to the Owners giving time of 30 (thirty) days to remedy the default or breach and in case the Owners fail to remedy the same within such 30 (thirty) days, the Owners shall be liable to pay interest @ 18% (eighteen percent) per annum on all the amounts for the time being paid or incurred by the Developer on any account relating to the Building Complex and its development and Transfer, for the period of delay and without affecting the obligation to pay interest as above, the Developer shall be entitled to take any one or more of the following recourses in any priority or order as the Developer shall deem fit and proper:-

18.1.1 To itself try and attempt the compliance of the obligation under default, at the cost and expense of the Owners and by paying such amounts and in such manner and on such terms and conditions as the Developer may deem fit and proper and without being liable to the Owners for the result of such attempt. The period taken for such attempt or the compliance pursuant to such attempt shall

Sanghamitra Ghoshal.
Sangamitra Pal
Arati Pal

Anubam Pal
Sangjyoti Pal (Mondal)
Sharmistha Pal

TRO DEVELOPERS LLP
Killer Kodala
PARTNER

TRO DEVELOPERS LLP
Anurag Sune
PARTNER

Adm.

automatically be added to the Time for Construction granted to the Developer under clause 8.13.1 hereto.

18.1.2 To exclude the portion or portions as may be the subject matter of such default from being part of the Subject Property and to continue the Building Complex in the balance portion. In case of any such exclusion, the Subject Property shall be varied accordingly.

18.1.3 To sue the Owners for specific performance of the contract.

18.1.4 To cancel the contract envisaged herein in respect of whole or part of the Subject Property and in such event the consequences of Cancellation as envisaged in Clause 17.3 shall be followed.

18.2 EFFECTS OF THE DEVELOPERS CARRYING OUT THE OBLIGATIONS OF THE OWNERS: In case of the Developer attempting the compliance of the obligation of the Owners under default, the amounts, costs and expenses paid or incurred by the Developer together with interest @ 18% (eighteen percent) per annum thereof shall be the liability of the Owners exclusively and the Developer shall have a lien on the Owners' Allocation for such amount:

18.3 CONSEQUENCES OF CANCELLATION: In case the Developer cancels this Agreement, then notwithstanding anything elsewhere to the contrary contained in this Agreement the following consequences shall apply:

18.3.1 Any cancellation affecting part of the Subject Property shall not affect the continuance of this Agreement in respect of the remaining parts of the Subject Property.

18.3.2 Any Realization received by either party from the Transferees and required to be refunded owing to cancellation, shall be refunded by the recipient parties respectively and they each shall respectively be liable for any other claims of the Transferees.

Sanghermdeo Ghosh
Samadita Pal
Arati Pal

Shurban Pal
Sangita Pal (Monsal)
Sharmista Pal

PRO DEVELOPERS LLP
Killer Goda
PARTNER

PRO DEVELOPERS LLP
Ami Sui
PARTNER

ADP

18.3.3 The entire amounts on any account paid or incurred by the Developer on the Subject Property including on its planning or development or otherwise together with all interest, compensation and damages payable by the Owners, shall immediately and in any event within 7 (seven) days of being demanded by the Developer, become refundable by the Owners to the Developer.

18.3.4 Nothing contained in the last preceding sub-clauses shall affect the other rights and remedies of the Developer.

18.4 DEFAULTS BY THE DEVELOPER: In case the Owners complies with and/or is ready and willing to carry out their obligations as stated herein and the Developer fails and/or neglects to construct the Building Complex within the stipulated period, the Developer shall be allowed a grace period of 6 (six) months for the same and in case the Developer still fails to so construct within the grace period in respect thereof and in which case the Developer shall pay to the Owners a sum of Rs. 25,000/- (Rupees Twenty Five Thousand) only per month as pre-determined compensation Provided That in case the delay extends beyond 12 (twelve) months from the stipulated date and grace period, then the Owners will be entitled to sue the Developer for specific performance of the contract and/or damages.

18.5 UNILATERAL CANCELLATION: Neither party hereto can unilaterally cancel or rescind this Agreement at any time unless such party is entitled to do so by express terms of this Agreement contained elsewhere herein upon default of the other party.

18.6 CHOICE OF REMEDIES: It is clarified that the exercise of any one or more remedy by any party shall not be or constitute a bar for the exercise of any other remedy by the concerned party at any time. Furthermore, the liability of the Owners to pay interest at the rate and in terms of the other clauses of this Agreement shall continue for the entire duration until payment/repayment of the entire dues irrespective of the exercise of the

Sangharitoo Ghosh.
Samadrita Pal
Anati Pal

Anubhai Pal
Sangharitoo Pal (Monsal)
Shamrita Pal

TRO DEVELOPERS LLP
Kirti Galla
PARTNER

TRO DEVELOPERS LLP
Vijay Singh
PARTNER

[Handwritten signature]

other remedies by the Developer and without affecting the other liabilities of the Developer hereunder.

19 ACQUISITION AND REQUISITION:

19.1 Except as contained in Clause 18.3 hereto, in case the Subject Property and/or any portion thereof is acquired or is requisitioned by the Government or any other Body or Authority hereafter but before the Completion of Construction of the Building Complex or the phase on such affected portion and issuance of Completion Certificate thereof by the Architect in respect thereof, then in that event the parties shall contest and challenge such acquisition. If however, acquisition or requisition becomes inevitable, then the parties shall have the following options:-

- (i) **Either** to exclude the portion or portions as may be the subject matter of such acquisition or requisition from being part of the Subject Property and to continue the Building Complex in the balance portion. In case of any such exclusion, the Subject Property shall be varied accordingly and the compensation received in respect of the acquisition or requisition of the acquired portion shall belong to the parties in the Agreed Ratio;
- (ii) **Or** to cancel this Agreement in its entirety in which event the Consequences of Cancellation mentioned in Clause 17.3 shall apply.

19.2 The Developer shall have a lien and first charge on the amount awarded in respect of such acquisition or requisition towards amounts receivable or recoverable by the Developer in either of the eventualities contemplated in Clause 18.1 above.

19.3 ACQUISITION AND REQUISITION AFTER COMPLETION OF THE BUILDING COMPLEX IN ANY PHASE: In case the Subject Property or any part thereof is acquired or requisitioned after Completion of Construction of the Building Complex in respect thereof or the Phase on the affected portion, then in that event the respective Transferees and allottee

General.
Pal
Sanghamitra
Samadita
Arati Red

Arinben Red
Sangmita Pal (Mondal)
Shammita Pal

TRO DEVELOPERS LLP
Kirti Lodha
PARTNER

TRO DEVELOPERS LLP
Anirudh
PARTNER

ADN

parties shall directly contest the acquisition or requisition proceeding and any compensation in respect of the respective areas shall belong to them respectively and otherwise proportionately.

Shardul
Pal

Sanghamitra
Samadita
Pal

Arati Pal

- 20 **NOTICES:** All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th day from the date of dispatch of such notice by prepaid registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered speed post without the same being served. None of the parties shall be entitled to raise any objection as to service of the notice deemed to have been served as aforesaid.

Shravan Pal
Sanghvi & Pal (Monsal)
Sharmista Pal

- 21 **ARBITRATION:** All disputes and differences between the parties hereto regarding the constructions or interpretation of any of the terms and conditions herein contained or touching these presents and/or the Subject Property or determination of any liability shall be referred to arbitration and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment for the time being in force. In connection with the said arbitration, the parties have agreed and declared as follows:

UTRO DEVELOPERS LLP
Killer Kodla
PARTNER

21.1.1 The Arbitration Tribunal shall have summary powers and will be entitled to lay down their own procedure.

21.1.2 The Arbitration Tribunal will be at liberty to give interim orders and/or directions.

21.1.3 The parties agree to abide by all their directions and/or awards and not to challenge the same in any manner whatsoever or howsoever.

21.1.4 The seat of the Arbitration shall be at a place within the Ordinary Original Jurisdiction of the Hon'ble High Court at Calcutta.

UTRO DEVELOPERS LLP
Anirban
PARTNER

Adi

- 22 JURISDICTION:** Only the Calcutta High Court and those having territorial jurisdiction over the Subject Property shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this Agreement or connected therewith including the arbitration as provided hereinabove.

SECTION-IV # SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:

(SUBJECT PROPERTY)

ALL THAT piece of land admeasuring 12.8 decimals (As per land records) and 12.50 Dec. (As per physical measurement) of **Bastu** land in L.R Plot No. 405 (corresponding to RS Plot No. 102/906 corresponding to C.S Dag No. 102) in L. R Khatians No. 3774, 3775, 3776 and 3777 (formerly in L.R Khatian No. 749 and corresponding to R.S. Khatian No. 390) and L. R. Khatians No. 3772 and 3773 (formerly in LR Khatian No. 608 and corresponding to R.S. Khatian No. 390) Mouza-Kamarara, J.L. No. 187, Police Station and Registration Office-Medinipur District-Paschim Medinipur within the local limits of Midnapore Municipality and in Ward No. 09 thereof and having being assigned Assessment No. 2310002326103, Old No. 14405, and Holding No. 1110 therein and delineated in the Plan annexed hereto duly shown thereon in **RED** wash and the same is butted and bounded as follows:

- On the **North** : By Two Storied house of Subrata Goswami and Asima Goswami
- On the **South** : By Two Storied House of Parimal Chowdhury
- On the **East** : By 23'.3" Municipal Road
- On the **West** : By Three Storied House of Sankar Kundu.

General.
Sanghmitra Pal
Samadita Pal
Anita Pal

Shirban Pal
Sanjukta Pal (Mondal)
Shamshirha Pal

TRO DEVELOPERS LLP
Kili Lolla
PARTNER

TRO DEVELOPERS LLP
Aniruddha
PARTNER

ASIN

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(TENTATIVE COMMON AREAS AND INSTALLATIONS)

1. Common Areas & Installations at any Block:

- 1.1 Concealed Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the installation of two lifts at the Designated Block.
- 1.2 Electrical installations with main switch and meter and space required therefore in the Building.
- 1.3 Overhead water tank with water distribution pipes from such Overhead water tank connecting to the different Units of the Building.
- 1.4 Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.

2. Common Areas & Installations at the Building Complex:

- 2.1 Electrical installations and the accessories and wirings in respect of the Building Complex and the space required therefore, if installed.
- 2.2 Underground water reservoir, water pump, with motor with water distribution pipes to the Overhead water tanks of Buildings.
- 2.3 Water waste and sewerage evacuation pipes and drains from the several buildings to the public drains.

THE THIRD SCHEDULE ABOVE REFERRED TO:

SPECIFICATIONS

1. **Structure:** RCC Superstructure.
2. **Internal walls:** Cement plastering overlaid with Plaster-of-Paris or AAC Block Brickwork overlaid with Putty or Punned Paris.
3. **Doors:** Wooden door frame with flush door.
4. **Windows:** Sliding Aluminum windows with large panes.

Ghesul.
Pal

Sanghambar
Samadita
Anate Pal

Anuram Pal
Sanyukt Pal (Mondal)
Shomistha Pal

PRO DEVELOPERS LLP
Kite to the
PARTNER

PRO DEVELOPERS LLP
Kite to the
PARTNER

5. **Flooring:**
- Vitrified tiles flooring in living/dining room and bedrooms.
 - Ceramic anti skit tiles in bathrooms.
6. **Balcony:**
- Decorative MS railings up to 3 Feet Height.
 - Provision for full balcony grill (as per design approved by the developer) at extra cost.
 - Anti-skid Ceramic Floor Tiles.
7. **Kitchen:**
- Granite top platform with stainless steel sink.
 - Ceramic tiles dado above platform.
8. **Toilets:**
- Ceramic wall tiles up to door height.
 - Stainless steel CP fittings.
 - Western style WC in all bathrooms.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

OWNERS'S ALLOCATION

Owner Allocation will be divided in two parts

THE FOURTH SCHEUDLE ABOVE REFERRED TO:

OWNER'S ALLOCATION

- One residential flat (2BHK) admeasuring 750 square feet super built up in the proposed Building complex to the Ms. Samadrita Pal in the Sasanka Sekhar Pal Group.
- One residential flat (2BHK) admeasuring 750 square feet super built up in the Building Complex to the Mriganka Sekhar Pal Group.

Sanghavi Shree
Samadrita Pal
Arati Pal

Shubham Pal
Sanghavi Pal (Mondal)
Sharmistha Pal

TRO DEVELOPERS LLP
Kirti Lodha
PARTNER

TRO DEVELOPERS LLP
Anu Shree
PARTNER

Adm

3. A sum of Rs. 1,25,00,000/- (Rupees One Crore Twenty Five Lakh lac) payable as follows:-

A. Sasanka Sekhar Pal Group:

Sharmistha Pal	Rs. 20,83,334/-
Sanjukta Pal Mondal	Rs. 20,83,333/-
Sanghamitra Ghosal	Rs. 20,83,333/-
Total-	Rs. 62,50,000/-

Out of the aforesaid sum of Rs. 62,50,000/- ; a sum of Rs. 6,25,000/- shall be paid by the Developer at the time of execution of this Development Agreement and each party of the Sasanka Sekhar Pal group shall be entitled to get a sum of Rs. 2,08,333/- out of the said sum.

Balance Amount of Rs 18,75,000/- (divided to each 3 above party of the Sasanka Sekhar Pal group in equal share) will be paid on 6th month after the date of sanction of the Building Plans and next amount Rs 18,75,000/-(divided equally to each 3 above party of the Sasanka Sekhar Pal group in equal share) will be paid on 12th month after the date of sanction of the Building Plans and next balance amount Rs.18,75,000/- will be paid after completion of sale in respect of Developer's allocation within stipulated time period of 36 months.

Each disbursement by the Developer for the Sasanka Sekhar pal Group shall be divided equally between the above noted three parties and one 2BHK flat shall be given to **Samadrita Pal** of the Sasanka Sekhar Pal Group.

B. Mriganka Sekhar Pal Group:

Arati Pal	Rs. 31,25,000/-
Anirban Pal	Rs. 31,25,000/-
Total	Rs. 62,50,000/-

Sanghamitra Ghosal.
Samadrita Pal
Arati Pal

Anirban Pal
Sanjukta Pal (Mondal)
Sharmistha Pal

PRO DEVELOPERS LLP
Kirti Choudhary
PARTNER

PRO DEVELOPERS LLP
Anirban Pal
PARTNER

Out of the aforesaid sum of Rs. 62,50,000/- ; a sum of Rs 6,25,000/- shall be paid by the Developer at the time of execution of this Development Agreement and each party of the Mriganka Sekhar Pal group shall be entitled to a sum of Rs. 3,12,500/- out of the said sum.

Balance Amount of Rs 18,75,000/-, (divided equally to each 2 above party of the Mriganka Sekhar Pal group) will be paid on 6th month after the date of sanction of the Building Plans and next amount Rs 18,75,000/- (divided equally to each 2 above party of the Mriganka Sekhar Pal group) will be paid on 12th month after the date of sanction of the Building Plans and next balance amount Rs.18,75,000/- will be paid after completion of sale in respect of Developer's allocation within stipulated time period of 36 months. Each disbursement by the Developer for the Mriganka Sekhar pal Group shall be divided equally between the above two parties and one 2BHK flat will be given to Mriganka Sekhar Pal Group. The owners allocated flats will be specified after getting sanctioned building plan from the Municipality mutually.

** One 2 BHK Flat will be given to Mriganka Sekhar Pal Group in nearby Projected area for living purpose till their allocated residential flat handover to Mriganka Sekhar Pal Group. The required rent will be paid by said developer , the rented Flat or House will be searched or arranged by Mriganka Sekhar Pal Group or Developer mutually.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(CHAIN OF TITLE)

A. At all material times Raja Amarendra Lal Khan son of Raja Debendralal Khan was absolutely entitled to hold and occupy as tenure holder 11 acres 53 decimals of land comprised in CS Dag No. 102 situate and lying at Mouza Kamarara, Police Station and Pargana Midnapore, in the district of Midnapore and within the local limits of the Midnapore Municipality, J. L.

Sarghonda Ghosal.
Samadita Pal
Anali Pal

Arinban Pal
Sanjaya Pal (Mondal)
Sharmista Pal

TRO DEVELOPERS LLP
Kirti Choudhary
PARTNER

TRO DEVELOPERS LLP
Anirban Pal
PARTNER

Adin

No. 187, Revenue Survey No. 6937 and recorded in Khatian (Sattwa) No. 225 (hereinafter referred to as the said 'tenure land') upon payment of land revenue to the superior landlord Sri Braja Kishore De Sarkar, Sebait of the Deity Sree Sree Lakshmi Baraha Jew Thakur having inherited the same from his father the said Raja Debendralal Khan who in turn had inherited the said tenure from his father Raja Narendra Lal Khan.

B. While having been in possession per his own right to remain in possession of the said tenure land and adverse to all rival claims thereto the said Raja Amarendra Lal Khan sold and conveyed unto and in favour of Sasanka Sekhar Pal and Mriganka Sekhar Pal both sons of Fakir Chandra Pal by a Bengali Kobala, executed on 6th August, 1954, 12 decimals of land out of the said tenure land at and for the consideration mentioned therein. The said Bengali Kobala was registered on 12th August, 1954 in the Office of the Sub-Registrar Midnapore and recorded in Book No. I, Volume No. 79 at pages 138 to 140 and numbered as Deed No. 4993 of 1954;

C. Upon the promulgation of the West Bengal Estates Acquisition Act and the final framing and publication of the Record of Rights under Sub-Section (2) of Section 44 of the West Bengal Estates Acquisition Act, 1953 the names of the said Sri Sasanka Sekhar Pal and Sri Mriganka Sekhar Pal were recorded as 'Dakhalkar' in respect of the said portion of the tenure land sold and transferred unto them by the said Raja Amarendra Lal Khan under the superior landlord Sri Braja Kishore De Sarkar, Sebait of the Deity Sree Sree Lakshmi Baraha Jew Thakur. In the said R.S Record of Rights as finally published the area of land under occupation of the said Sri Sasanka Sekhar Pal and Sri Mriganka Sekhar Pal was recorded as 17 decimals and as being comprised in R.S Plot No. 102/906 in Mouza- Kamarara, Police Station and Pargana Midnapore, in the district of Midnapore, J. L. No. 187, Revenue Survey No. 6937 and recorded in R.S Khatian No. 390.

Sanghamita Ghoshal.
Sanghamita Pal
Arati Pal

Mriganku Pal
Sanghamita Pal (Monal)
Sharmistha Pal

PRO DEVELOPERS LLP
Kishore De Sarkar
PARTNER

PRO DEVELOPERS LLP
Arati Pal
PARTNER

Adm.

- D. Subsequently upon completion of LR Survey the said land was recorded as being comprised in LR Plots No. 405 in place of R.S Plot No.102/906 and recorded in LR Khatians No. 749 (Sasanka Sekhar Pal) and 608 (Mriganka Sekhar Pal). It was further stated that the total quantum of the land measuring area of 12.80 Dec. was recorded by the settlement office in respect of L.R Plot No.405 against their khatians.
- E. The said Sasanka Sekhar Pal and Mriganka Sekhar Pal therefore became well and truly entitled to and otherwise well and sufficiently entitled to the Subject Property being **ALL THAT** the 12.8 decimals of Bastu land in L.R. Plot No. 405 (corresponding to RS Plot No. 102/906 corresponding to CS Dag No. 102) in L. R. Khatians No. 3774, 3775, 3776 and 3777 (formerly in LR Khatian No. 749 and corresponding to R.S. Khatian No.390) and L. R. Khatians No. 3772 and 3773 (formerly in LR Khatian No. 608 and corresponding to R.S. Khatian No.390) Mouza - Kamarara, J.L. No. 187, Police Station and Registration Office Medinipur District Paschim Medinipur within the local limits of Midnapore Municipality and in Ward No. 09 thereof and having been assigned Assessment No. 2310002326103, Old No. 14405, and Holding No. 1110.
- F. While being seized and possessed of the Subject Property more fully described in the First Schedule hereof, the said Sasanka Sekhar Pal died intestate on 12th April, 2021 leaving behind him surviving his four married daughters Sharmistha Pal, Sanjukta Pal Mondal, Sanghamitra Ghosal and Samadrita Pal as his only heirs and legal representatives in terms of the Hindu Succession Act, 1956 his wife Smt. Arati Pal having predeceased him on 7th July, 2019.
- G. Mriganka Sekhar Pal also died intestate on 19th April, 2021 leaving behind him surviving his widow Smt. Arati Pal and his son Anirban Pal as his only heirs and legal representatives in terms of the Hindu Succession Act, 1956.

Sanghamitra Ghosal
Samadrita Pal
Arati Pal

Anirban Pal
Sanjukta Pal (Mondal)
Sharmistha Pal

TRO DEVELOPERS LLP
KATE CODE
PARTNER

TRO DEVELOPERS LLP
Sanghamitra
PARTNER

[Handwritten signature]

H. The Owners are thus now absolutely seized and possessed of the Subject Property and have mutated accordingly their names in the record of rights in respect of the said land and the respective holding of each individual owner is recorded in Khatians No. 3772 (Arati Pal), 3773 (Anirban Pal), 3774 (Samadrita Pal), 3775 (Sanjukta Pal Mondal), 3776 (Sharmistha Pal) and 3777 (Sanghamitra Ghosal) i.e the Present Land Owners and they are enjoying jointly the schedule properties by paying Khajnas and municipal taxes against receipts.

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

General.
Sanghamitra
Samadrita
Arati Pal

Anirban Pal
Sanjukta Pal (Mondal)
Sharmistha Pal

INTRO DEVELOPERS LLP
Kirti Chatterjee
PARTNER

INTRO DEVELOPERS LLP
Vandana
PARTNER

Arati

Drafted by me:

Sudip K. Chakraborty

(Advocate)

District Judges Court
Midnapore,

Enrolment No. WB-2498/1999

Gheral.
Pal
Sanghamita
Samadita
Anati PalWitnesses

Subrata Ban.

Host Kanti Lal Ban
Nitin Ban
Midnapore

Tamasranjan Datta.

3/0-1. Tamasranjan Datta
Saradapally.
Midnapore.Shrinan Pal
Sanjukta Pal (Mondal)
Shashonistha PalComputerised:

Pradip Sen.

(Pradip Sen). M/s. Medini Infotech, Old LIC More, Midnapore.

TRO DEVELOPERS LLP
Pradip Sen
PARTNER

This Agreement contained in 51 pages including one Stamp paper. And 50demy paper Three extra pages for Finger prints of Owners and Developers. This page Treated as one part of this deed.

TRO DEVELOPERS LLP
Pradip Sen
PARTNERShrinan Pal
Sanjukta Pal (Mondal)
Shashonistha Pal
Sanghamita Gheral.
Samadita Pal
Anati PalTRO DEVELOPERS LLP
Pradip Sen
PARTNERTRO DEVELOPERS LLP
Pradip Sen
PARTNER