
DATED THIS 23rd DAY OF MARCH 2015

DEVELOPMENT AGREEMENT

BETWEEN

NIKHIL RANJAN BASU AND OTHERS..... OWNERS

AND

SRIJAN GREENFIELD MANIKPUR LLP..... DEVELOPER

NISHANT KR. SARAF ADVOCATES
8, OLD POST OFFICE STREET,
2ND FLOOR, KOLKATA 700 001.
Phone: (033) 2262 3384
Email: nishantsaraf1976@gmail.com

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

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made on this 21st day of MARCH, 2015.

BETWEEN

(1) NIKHIL RANJAN BASU (PAN NO. AEGPB7274P) by occupation profession (2) AKHIL RANJAN BASU (PAN NO. ADVPB2547D) by occupation business (3) SUNIL RANJAN BASU (PAN NO. AHOPB4007F), by occupation business all sons of Late Sushil Kumar Basu (4) NIRVIK BASU (PAN NO. BFHPB0242J) by occupation service (5) MOUSUMI BASU (PAN NO- ANNPB9881G), by occupation service both son & daughter of Nikhil Ranjan Basu (6) SMT MANIKA BASU (PAN NO. ADVPB2548N), by occupation business wife of Nikhil Ranjan Basu (7) MOUTUSHI BASU (PAN NO- BFHPB0244Q) by occupation service (8) AVIK BASU (PAN NO- BFHPB0243K), by occupation business both daughter & son of Akhil Ranjan Basu (9) SMT ANJU BASU (PAN NO-AYTPB6304M), by occupation business wife of Sunil Ranjan Basu AND (10) SMT. CHHABI RANI BASU (PAN NO-APGPB2729G), by occupation business wife of Late Sushil Kumar Basu, all by faith Hindu, all residing at 8, K. P. Road, Malancha, Post Malancha, Mahinagar, Police Station Sonarpur, District- 24, Parganas South hereinafter collectively referred to as THE OWNERS, (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, executors, administrators and permitted assigns), of the ONE PART;

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Ranjana Basu

AND Basu

Basu

Basu

₹ 5,04,14,084/-

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SRIJAN GREENFIELD MANIKPUR LLP, (PAN No. ACSFS1474J), a limited liability Partnership firm having its office at 36/1A, Elgin Road, Kolkata 700 020, hereinafter referred to as **THE DEVELOPER** represented by its authorized representative **Mr. Prakash Bhimrajka**, (PAN - ADGPB7657M), son of Bajrang Lal Bhimrajka (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the partners for the time being of the said partnership business or such other person and/or persons who may be taken in and/or admitted as partner and/or partners of the said partnership firm or such other persons and/or persons who may carry on the business of the said partnership firm and their respective heirs, legal representatives, executors, administrators and assigns) of the **OTHER PART**.

The Owners and the Developer are collectively referred to as the "**Parties**" and individually as the "**Party**".

WHEREAS:

A. The Owners are jointly seized and possessed of or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 95 (Ninety Five) Decimals, be the same or little more or less lying and situated at Mouza Manickpur, J.L. No. 77, Re. Sa. No. 226, Touzi No. 412, comprises in C.S. & R.S. & L.R. Dag No. 639 and C. S. & R. S. Khatian No. 145, L.R. Khatian No. 568 and 296, under Ward No. 23, of Rajpur Sonarpur Municipality, Kolkata - 700 148, Police Station Sonarpur within the jurisdiction of Additional District Sub Registrar, Sonarpur, District South 24 Parganas morefully and particularly described in Part-1 of the **FIRST SCHEDULE** hereunder written and shown in the map or plan annexed hereto and coloured Red thereon (hereinafter referred to as the **Owner's Land**) the description of the title of the owners herein morefully described in the **EIGHT SCHEDULE** hereinafter written.

B. Another set of Owners (hereinafter referred to as the **ASSOCIATE COMPANIES**) who own adjacent lands measuring 137 decimals in the same Mouza have by an agreement dated 1st February, 2015, appointed M/s SGM as the Developer of their land.

C. The Owners herein have also decided to develop their land as described in the First Schedule along with the Associate Owners and integrate the same with the object of a common development of the respective lands.

D. To ensure an integrated development of the Owners herein have also approached M/s SGM for undertaking development of their land alongwith the land of the Associate Companies.

E. The Associate Companies and/or their other group companies are in the process of acquiring more land containing by estimate an area of about 148 decimal which alongwith the 137 decimal land presently held by the Associate Companies aggregating to 285 decimal more fully described in PART-2 of the **FIRST SCHEDULE** and hereinafter referred to as the said **Additional Land**.

F. The said **Additional Land** is in contiguity with the **Owner's land** and the said **Additional land** when amalgamated with the **Owner's land** shall aggregate to 380 decimal which shall be developed by M/S SGM and neither the Owners herein nor the Associate Companies have any objection to make the project bigger and better. The said Owners land described in Part-1 and the said **Additional Land** described in Part-2 of the First Schedule shall hereafter be commonly described as the **SAID LAND**.

G. The parties have mutually agreed and framed a Scheme for development as follows:

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- a) The Owner's land measuring 95 decimal, the Additional Land of the Associate Companies measuring 285 decimal in all aggregating to 380 decimal, be the same a little more or less shall constitute the Phase-I of Development.
- b) All the lands aggregating 380 decimal shall be exclusively developed by the Developer herein. The Developer shall at their own cost and expenses get the entire said land converted to 'Bastu' in the records of the BL & LRO.
- c) After sanction of the Plan, the separate allocation of constructed space between the Owner and Developer shall be identified by executing an Allocation Agreement.

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

ARTICLE I - DEFINITIONS

Unless in this Agreement there is something in the subject or context inconsistent therewith.

- 1.1 **ADVOCATES** shall mean Nishant Kr. Saraf Advocate of 8, Old Post Office Street, 2nd Floor, Kolkata 700001.
- 1.2 **ARCHITECT** shall mean such person or persons who may be appointed by the Developer as the Architect for the Complex (defined below).
- 1.3 **ASSOCIATION** shall mean any company incorporated under the Companies Act, 1956 or any Association or any Syndicate or a Committee or registered Society as may be formed by Developer for the Common Purposes (defined below) having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.
- 1.4 **BUILDING** shall mean the buildings to be constructed as per the Building Plan on the said Land and shall include the parking and other spaces intended or means for the enjoyment of the building.
- 1.5 **BUILDING PLAN** shall mean the plans for construction of the building duly submitted to the Rajpur Sonarpur Municipality for sanction and shall include any amendments thereto or modifications thereof made or caused by the Developer.
- 1.6 **CAR PARKING SPACE** shall mean all the spaces in the portions at the or ground floor level, whether open or covered, of the Complex expressed or intended to be reserved for parking of motor cars/scooters.
- 1.7 **COMMON AREAS, FACILITIES AND AMENITIES** shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, overhead water tank, water pump and motor, drive-ways, common lavatories, Generator, transformer, Effluent Treatment Plant, Fire Fighting systems, rain water harvesting areas and other facilities in the Complex, which may be decided by the Developer in its absolute discretion and provided by the Developer, and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Complex as are included in the Second Schedule hereunder written.
- 1.8 **COMMON EXPENSES** shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the transferees and all other expenses for the Common Purpose including those mentioned in the 3rd Schedule hereunder written to be contributed, borne, paid and shared by the transferees. Provided however the charges payable on account of Generator,

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Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-Charge.

- 1.9 **COMMON PURPOSES** shall mean and include the purpose of managing, maintaining and up keeping the Complex as a whole in particular the Common Areas, Facilities and Amenities, rendition of common services in common to the transferees and/or the occupants in any other capacity, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Facilities and Amenities in common.
- 1.10 **COMPLETION NOTICE** shall mean the possession notice as defined hereinafter. To be served by the developer upon the owners or the transferees.
- 1.11 **COMPLEX/PROJECT** shall mean collectively the building or buildings with open areas to be constructed, erected and completed by the Developer in accordance with the Building Plan.
- 1.12 **DATE OF COMMENCEMENT OF LIABILITY** shall mean the date on which Owners/transferees of the units take actual physical possession of their allocation after fulfilling all their liabilities and obligations in terms hereof or the date next after expiry of the period contained in the Completion Notice for taking over possession irrespective of whether Owners/transferees of the units take actual physical possession or not, whichever is earlier.
- 1.13 **DEPOSITS/EXTRA CHARGES/TAXES** shall mean the amounts specified in the **Fourth Schedule** hereunder to be deposited/paid by Owners/transferees of the units or their respective transferees as the case may be to the Developer.
- 1.14 **"DEVELOPMENT RIGHTS"** shall refer to the right, power, entitlement, authority, sanction and permission to:
- I. enter upon and take possession of the said Land for the purpose of development and construction of the Complex and to remain in such possession until the completion of the Project;
 - II. appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development and construction of the Project.
 - III. to carry out all the infrastructure and related work/ constructions for the Project, (excluding leveling of the Land), water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical sub-stations and all other common areas and facilities for the total built up area to be constructed on the Land as per the Building Plan;
 - IV. to launch the Project for booking, advances and/or sale of the Unit(s) (together with the undivided interests in the Land) and to exercise full, exclusive and irrevocable marketing, sale rights in respect of the super built up area on the Land forming the Project by way of sale, lease, license or any other manner of transfer or creation of third-party rights therein, and enter into agreements with such transferees, and on such marketing, leasing, licensing or sale, to receive proceeds as per the terms herein and give receipts and hand over ownership, possession, use or occupation of such super built up area on the Land; but such rights shall exclude the owners allocations in the complex.

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- V. execute all necessary, legal, and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with all the marketing, leasing, licensing or sale of the super built up area comprised in the Project and to be constructed on the Land as envisaged herein and appear before the jurisdictional Sub Registrar/Registrar towards registration of the documents and to admit execution and present such document for registration;
- VI. manage the Land and the built up areas and facilities/ common areas comprised in the project and constructed upon the Land and/ or to transfer/ assign such right of maintenance to any third party and to retain all benefits, consideration etc. accruing from such maintenance of the Project;
- VII. apply for and obtain any approvals in its name or in the name of the Owners, including any temporary connections of water, electricity, drainage and sewerage in the name of the Owners for the purpose of development and construction of the Project or for any other exploitation of the Development Rights in the Project; and
- VIII. generally any and all other acts, deeds and things that may be required for the exercise of the Development Rights, as more elaborately stated in this Agreement:
- 1.15 **DEVELOPER'S ALLOCATION** - shall mean the 65% (Sixty five per cent) of the total constructed area or saleable space of the complex to comprise in various flats, units, apartments, and/or constructed spaces of the buildings to be constructed on the said land **TOGETHER WITH** 65% of car parking spaces (open and covered), more fully and particularly described in Part I of the **FIFTH SCHEDULE** hereunder written **TOGETHER WITH** the 65% impartible part or share in the said land attributable thereto **AND TOGETHER WITH** 65% share in all Common Areas, Facilities and Amenities and in the signage space.
- 1.16 **MAINTENANCE-IN-CHARGE** - shall mean and include such agency or any outside agency to be appointed by the Developer under this Agreement for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.
- 1.17 **MARKETING** - shall mean marketing, advertisement and promotion of the Project to be undertaken by the Developer.
- 1.18 **OWNER & DEVELOPER** - shall include their respective transferees.
- 1.19 **OWNER'S ALLOCATION AND ASSOCIATE COMPANIES' ALLOCATION** shall mean combined 35% (thirty five per cent) of the total constructed area or saleable space to comprise of various flats, units, apartments, office blocks, show rooms, shop rooms and/or constructed spaces of the buildings to be constructed on the said land **TOGETHER WITH** 35% of parking spaces (open and covered), more fully and particularly described in Part II of the **FIFTH SCHEDULE** hereunder written **TOGETHER WITH** 35% share in impartible part or share in the said land attributable thereto **AND TOGETHER WITH** 35% share in all Common Areas, Facilities and Amenities and in the Signage Space.

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The total allocation shall be proportionately distributed amongst the Owners and the Associate Companies in proportion to their respective land holding.

- 1.20 **PROPORTIONATE OR PROPORTIONATELY** - according to the context shall mean the proportion in which the built up area of any Unit or Units may bear to the built-up area of all the Units in the Complex provided that where it refers to the share of the Owners in the Complex, shall mean 35% and where it refers to the share of the Developer in the Complex, shall mean remaining saleable area in the complex.
- 1.21 **SALEABLE SPACE** - shall mean the space in the building available for independent use and occupation after making due provisions for common facilities and the space required thereof.
- 1.22 **SAID SHARE** - shall mean the undivided proportionate indivisible part or share in the said land attributable to either Party's allocation as in the context would become applicable.
- 1.23 **SIGNAGE SPACE** - shall include all signage and display spaces outside all Units/ spaces in the common areas of the commercial area, if any, and in the Complex and the exterior of the Buildings including the roofs, car parking area and the open areas of the Buildings as also the boundary walls surrounding the Complex as deemed fit by the Developer.
- 1.24 **SPECIFICATION** - shall mean the specification for the said Complex as mentioned in the Sixth Schedule hereunder written subject to minor alterations or modifications.
- 1.25 **TITLE DEEDS** - shall mean the documents of title of the Owners in respect of the said Owners Land mentioned in the Seventh Schedule hereunder written.
- 1.26 **TRANSFER** - with its grammatical variations shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multi-storied building to purchasers thereof although the same may not amount to a transfer in law.
- 1.27 **TRANSFeree** - according to the context shall mean all the prospective or actual transferees who would agree to acquire or take on rent or lease or shall have acquired or taken on rent or lease any Unit in the Complex and for all unsold Unit and/or Units in the Owners' Allocation shall mean the Owners and for all unsold Unit and/or Units in the Developer's Allocation shall mean the Developer
- 1.28 **MASCULINE GENDER** - shall include feminine gender and vice versa.
- 1.29 **SINGULAR NUMBER** - shall include plural number and vice versa.
- 1.30 **"FORCE MAJEURE EVENTS"** shall mean flood, earthquake, riot, war, storm, tempest civil commotion, strike, lock out, prohibitory order and/or directions issued by the Court of competent jurisdiction, Municipal authority, Central or State Government or any other Local Body or Authority otherwise than due to default and/or negligence and/or violation of any law, rules and regulations by any of the Parties and/or its agents or sub-contractors, or employees or labourers and any act or commission beyond the control of the Party so prevented.
- 1.31 **"MARKETING COMMITTEE"** shall mean the committee to be formed by the Developer in accordance with this Agreement. It will consist of members from Developer Group.

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ARTICLE II – INTERPRETATION

In this agreement save and except as otherwise expressly provided:-

- I. all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.
- II. the division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.
- III. when calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
- IV. all references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.
- V. the words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or section thereof.
- VI. Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, terms or direction any time issued under it.
- VII. Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novated.

ARTICLE III - TITLE INDEMNITIES AND REPRESENTATIONS

The Owners doth hereby declare and covenant with the Developer as follows:

- 3.1 That the Owners as the absolute owners and are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to All That the said OWNERS LAND more fully described in the First Schedule.
- 3.2 That the said OWNERS LAND is free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments and trusts of any nature whatsoever or howsoever nature.
- 3.3 That excepting the Owners, no one else have any right, title, interest, claim or demand whatsoever or howsoever over and in respect of the said OWNERS LAND or any portion thereof.
- 3.4 That there is no attachment under the Income Tax Act or under any of the provisions of the Public Debt Recovery Act in respect of the said Land or any part thereof nor any proceedings in respect thereof is pending nor any notice in respect of any such proceedings have been received or served on the Owners to the knowledge of the Owners and further the said Owners Land is not affected by any requisition or acquisition or alignment of any authority or authorities under any law and/or

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otherwise and no notice or intimation about any such proceedings has been received or come to the notice of the Owners.

- 3.5 The Owners have the absolute right and authority to enter into this Agreement with the Developer in respect of their respective shares in the said Owners Land agreed to be developed and none of them are suffering from any legal incapacity and is not subject to any insolvency proceedings.
- 3.6 No part and portion of the Owners Land is affected by the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 and none of the Owners hold any excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976 and the Developers shall apply for and obtain necessary no objection certificate from the competent authority under the Urban Land (Ceiling & Regulations Act), 1976 at their own cost and expenses evidencing there being no excess vacant land within the meaning of the said Act in the entire Project.
- 3.7 It is agreed and undertaken by the Developer that within 60 days from the Effective Date (defined below) they shall, at their own costs and expenses but with the assistance of the Owners, apply for conversion of the character and/or use of the Land to residential use under the West Bengal Land Reforms Act, 1955 and obtain such conversion and permission from such authority.
- 3.8 The Owners shall be responsible for any litigation related to the title of the Owners to the said Land and shall bear all costs associated in that respect and shall, jointly and severally, be liable to the Developer to keep the Developer indemnified and harmless against any losses, claims, damages etc. the Developer may suffer in this regard.
- 3.9 The Owners shall not do not permit any one to do any act deed matter or thing which may affect the development, construction and marketability of the Complex or which may cause charge, encroachments, litigations, trusts, liens, lispendens, attachments and liabilities on the said Land/ or the Project nor shall the Owners do any act which may limit the Developer's sole and exclusive right to develop the Land.
- 3.10 The Owners shall obtain and co-operate with the Developer in obtaining all certificates and /or other documents which may be required for the purpose of completing the registration of sale deeds or other deeds and /or for transferring the title for undivided share of the Land attributable to the Developer's Allocation to itself and/or its nominees.
- 3.11 Simultaneously with the execution of this Agreement, the Owners shall execute Development Power of Attorney in favour of the Developer or its Nominee(s), as may be desired by the Developer, granting such powers as may facilitate the development of the Project.
- 3.12 The Owners shall render all assistance, co-operation and sign and execute or cause to be signed and executed all applications, plans, authorities and other writings as may be necessary or required for development of the Project.

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- 3.13. They shall not in any way obstruct the development work to be carried out and shall not do any act, matter or thing whereby the Developer will be prevented from carrying out the Development work envisaged under this Agreement.
- 3.14. If the Development be not completed due to any willful default on the part of the Owners, the Developer shall be entitled to specific performance of this Agreement.

The Developer doth hereby declare and covenant with the Owners as follows:

- 3.15 The Developer has represented and warranted to the Owners that the Developer is carrying on business of construction and development of real estate and have sufficient infrastructure and expertise in this field.
- 3.16 The Developer hereby undertakes to indemnify and keep indemnified the Owners from and against any and all actions, charges, liens, claims, encumbrances and mortgages or any third party possessory rights in the said Owners Land arising out of or due to the negligence or non-compliance of any law, bye-law, rules and regulations of the concerned authorities as the case may be and shall attend to answer and be responsible for any deviation, omission, violation and/or breach of any of the said laws, bye-laws, rules and regulations or any accident in or relative to the construction of the building. All costs and charges in this regard shall be paid by the Developer.
- 3.17 All sanctions, constructions, completion and delivery of the new building complex/project shall be done by the Developer upon due compliance of all laws and with good workmanship and good quality materials and at the sole risk of the Developer.

ARTICLE IV - COMMENCEMENT

This Agreement shall commence or shall be deemed to have commenced on and with effect from the date of execution of this Agreement ("Effective Date").

ARTICLE - V - GRANT OF DEVELOPMENT RIGHTS

- 5.1 Subject to the terms and conditions contained in this Agreement, on and from the Effective Date, the Owners irrevocably and exclusively grant to the Developer and the Developer hereby acquires from the Owner, all the Development Rights in respect of the Owners Land. The Parties agree that hereafter Project shall be implemented/ constructed/ developed by the Developer as per the terms contained in this Agreement. The Owners hereby agree not to disturb, interrupt or interfere with or commit any act or omission which would in any manner result in any detriment to the Development Rights of the Developer or delay or stoppage of the Project.
- 5.2 The Developer shall, at its costs and expenses, carry out the development and construction of the Project. Further the Developer shall, at its costs and expenses, obtain all requisite approvals for development and construction of the Project
- 5.3 The Developer shall prepare all applications, plans, undertakings, lay out plans, details, descriptions etc. that may be required for development and construction of the Project or for submission with any Government Authority for obtainment of any approval and all detailing, master planning, zoning, lay out, building plan and all other details and specification for development and construction of the Project shall be prepared and finalized by the Developer.
- 5.4. The Owners further agree that on and from the Effective Date the Developer shall have the right to enter upon the Owners Land directly or through its affiliates.

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associates, nominees, agents, architects, consultants, representatives, contractors, and/or assigns, to do all such acts and deeds required and/or necessary for, exercising the Development Rights and for the implementation and development of the Project.

- 5.5 The Developer shall be entitled to structure the method of development of the said Land at its sole discretion.
- 5.6 The Developer shall at its own cost, submit the building plan or plans in the name of the Owners and Developer before the Rajpur Sonarpur Municipality and/or other Appropriate Government Authorities for sanction, permission, clearance or approval of the plans as may and shall be required for the construction of the building on the said Land. The Developer shall cause all such changes in the Building Plan as shall be required by the Government or any Authority aforesaid or to comply with any sanction, permission, clearance or approval as aforesaid and keep the Owners informed of all such developments.
- 5.7 Developer shall pay and bear all expenses for submission of plans, etc. and other like fees, charges and expenses required to be paid or deposited for sanction of the building plans for the building or otherwise to obtain sanction for the construction of a building thereon PROVIDED ALWAYS that the Developer shall be exclusively entitled to all refunds of any and all payments and/or deposits made by it.
- 5.8 Developer shall at its own costs and expenses be solely liable to do and comply with all acts deeds and things for obtaining all permissions and clearances and no objection for construction and development of the Project including pollution, fire, Airport Authority, BSNL Authority, Promoter's Act etc. and Construction of the Building Complex Project and making the same fit for construction and habitation and marketing and warranty and defect liability for at least one year from the statutory completion certificates..
- 5.9 Developer shall appoint all engineers, staffs, contractors and Architects etc., at its own costs and risks without any obligations or liability upon the Owners in respect thereof.
- 5.10 Specifications for construction shall be as per the SIXTH SCHEDULE; provided that the same can be altered by the Developer in the interest of the Project in consultation with the Owners.
- 5.11 The Developer may construct the Building Complex and hand over possession of the Units in phases.
- 5.12 The Developer will be entitled to seek financing for the Project (Project Finance) from any Bank/Financial Institution (Banker). Such Project Finance can be secured on the strength of Developer's Allocation in the said Land and all construction work-in-progress/receivables to the extent pertaining to the Developer's Allocation. For this purpose, the Owners shall execute necessary documents, including a General Power of Attorney in favour of the Developer, and the Owners, if necessary, shall join as consenting parties (if required by the funding institution) to create a charge in favour of Bankers for availing such Project Finance. In this regard, the Developer shall indemnify the Owners against any claim arising out of such borrowings. In any event no charge shall be created on the owners' allocation or the lands owned by the owners herein as described in 1st schedule part I hereunder.

ARTICLE VI - TITLE DEEDS

- 6.1 At the time of execution of this Agreement, the Owners shall hand over all the original title deeds in respect of the Land by keeping it deposited with the

Developers' Lawyers and Advocates at Kolkata who will keep them under "Escrow" till completion of Project. Inspections and productions shall be made available as per requirement of the Developer. Upon formation of Association/Society/Company of transferees and sale of all areas in the Complex, the title deeds shall be handed over to the Association/Society/Company against covenant of production. The developer or its advocate shall grant accountable receipt in favour of the owners in acknowledgement of land original documents..

- 6.2 The Owners shall make out the marketable title in respect of the said land free from all encumbrances, charges, liens, lispensens, attachments, trusts whatsoever or howsoever.
- 6.3 The Owners shall, sign and execute all papers, documents, plans, declarations, affidavits and other documentations required for such sanction and construction as and when reasonably required by the Developer without any objection of whatsoever nature within 7 days of the request being made and the documents being made available to the Owners. In addition to the aforesaid, the Owners shall sign, execute and register a General Power of Attorney authorizing the Developer or its officers to act, do and perform all or any of the obligations of the Owners mentioned herein.
- 6.4 The deed or deeds of conveyance relating to the part of the Land forming the Developer's Allocation shall be executed in favour of the Developer or its nominee(s) in such part or parts as the Developer shall require. The cost involved in doing so shall be borne by the Developer or its nominee(s).

ARTICLE VII - POSSESSION

- 7.1 Simultaneously with the execution of this Agreement, the Owners have allowed the Developer exclusive and irrevocable right to enter the said Land, to develop the same by constructing or causing to be constructed new buildings and to take all steps in terms of this Agreement.,
- 7.2 Upon sanction of the Building Plan, the Owners shall allow the Developer to commence and carry out and complete the construction of the proposed building on behalf of the Owners and the Developer as per the terms and conditions and as per the specifications as set out in these presents. All costs, charges and expenses incurred by the Developer for constructing and completing the said propose building shall be paid by the Developer.
- 7.3 The Owners shall allow the Developer to remain in occupation of the said Land for the purposes of construction and allied activities during the continuation of this Agreement and until such time the Project is completed in all respects. During such period the Owners shall not prevent the Developer or in any way interfere with its quiet and peaceful occupation of the said land except in such circumstances when the Owners have reasons to believe that the Developer and/or its Sub-Contractor are not carrying out their function in terms of the Agreement.
- 7.4 In as much as the construction on the said Land is concerned, the Developer shall act as the exclusive licensee of the Owners not revocable by the Owners under any circumstances subject to compliance of all obligations on the part of the developer in terms of this agreement and developer shall be entitled to be in occupation of the said Land as and by way of an exclusive licensee of the Owners to carry out the construction of the proposed building, save and except that the Developer shall not be entitled to create any possessory right over the said Land which could be construed as transfer of the property within the meaning of the Transfer of property Act. The Developer shall not be entitled to use the said Land for any other purposes other than the purpose of construction, nor would be entitled to part with the said

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Owners Land to anyone till the Owners Allocation, in the proposed building is handed over to the Owners.

- 7.5 The Developer hereby undertakes and agrees to pay the Municipal tax, water and all other taxes as being paid by the Owners presently, from the time of its obtaining vacant possession of the Land under this Agreement till the completion of the Project. The Owners shall clear Municipal tax, water tax and all other taxes prior to handing over of the said Land to the Developer. In the event if there is any case pending with regard to the mutation of the said Land the same shall be followed up by the Developer at the cost of the Owners and in this regard the Owners shall keep the Developer saved, harmless and indemnified against all such cost, charges and expenses.

ARTICLE VIII - SPACE ALLOCATION:

- 8.1 The Developer shall be entitled to takeover Developer's Allocation and is hereby allotted the Developer's Allocation and the Owner shall be entitled to takeover Owners' Allocation and are hereby allotted the Owners' Allocation.
- 8.2 The Developer will market its allocation either by itself or through any Marketing Agency appointed by it. The Owner shall retain its allocated space and in case they desire to sell any part or portion of their allocation prior to completion of the Project they may approach the Developer to sell the same through the Marketing Agency of Developer on the same terms as the Agency is selling space for the Developer.
- 8.3 In marketing the said project, name and logo of the Developer will figure in all marketing materials.
- 8.4 The price for sale or disposal of the spaces in the new building/s to be constructed by the Developer shall be decided by the Developer keeping in view the economics and market response of the project. None shall sell or market any Transferable Areas below such basic price.
- 8.5 All agreements, sale deeds and documents of transfer shall have both the owners and the developers as parties and signed by their respective authorized signatory, in separate.
- 8.6 The Developer shall also make over possession of the separate allocated area of the Owners or so much thereof as would be ready for possession in the concerned phase, subject however to the Owners fulfilling their obligations as provided herein.
- 8.7 The owners shall be allotted the flats/units in proportion to their share of allocation in all the blocks coming up on the said land or as agreed between the parties hereto.
- 8.8 The Developer and Owners shall execute and register with the appropriate registering authorities Deeds of Conveyance or other document for transferring and/or demising of any saleable space in the New Buildings as aforesaid unto and in favour of the intending purchasers/transferees and the cost for stamp duty and registration charges in respect thereof shall be borne by the intending purchasers/transferees as the case may be. For separate developer's allocations, the Owners shall execute the deeds of conveyance in respect of the land share attributable to any completed unit forming part of the developer's allocation in any phase only upon delivery of the completed separate owner's allocation in such phase by the Developer to the Owners. For separate owner's allocation, the Developer shall if so required by the Owners join in as party to any agreement or deed in favour of the Transferees.

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- 8.9 It is agreed and recorded that all Agreements, Deeds of Conveyance or any other papers and documents in respect of the transfer of any areas in the New Buildings shall maintain uniformity in respect of the restrictions, stipulations, covenants, terms and condition for the use and occupation thereof applicable to transferees together with amenities and facilities therein as are stipulated in this agreement or that would be drafted by the Developer's Advocates and vetted by the Owners and the parties hereby undertake to each other that neither of them shall deviate from the such restrictions stipulations, covenants, terms and conditions.
- 8.10 The Owners and the Developer agree to execute all such deeds and documents that may be required by their Purchasers of their respective allocation to enable them to obtain loan from Bank etc. without creating any liability or obligation upon them.
- 8.11 In case upon the sanction of the Building Plan for construction of the Buildings in phased manner any additional area and/or FAR becomes available in view of any amendment of any rules and regulations, in that event, the Developer may obtain a sanction of the Building Plan at its cost and expenses for such additional area and that both the Owners and the Developer shall be entitled to their respective allocations in the same percentage agreed herein.
- 8.12 All the transferees including those under the Owner's Allocation shall pay to or deposit with the Developer the extras and deposits ("EDC") mentioned in the **FOURTH** Schedule hereunder written for the Units to be acquired. If certain parts of Owner's allocation are retained by Owners then Owners will pay EDC as above to the Developers.
- 8.13 Extras and Deposits (EDC) shall be realized solely by the Developer from all the proposed buyers of the transferable areas including Owners Allocation.
- 8.14 The Owners shall punctually and regularly pay the said Rates to the concerned authorities or to the Developer or as otherwise specified by the Developer and shall keep the Developer indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered or incurred by the Developer as the case may be consequent upon a default by the Owners in this behalf.
- 8.15 As and from the date of service of notice of possession, the Owners shall also be responsible to pay and bear and shall forthwith pay on demand to the Developer service charges for the common facilities in the building payable with respect to the Owner's Allocation the said charges and taxes, light and sanitation charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical equipment switchgear, transformers, generators, pump motors and other electrical and mechanical installations appliances and equipments, stairways, corridors, halls, passageways, lifts, shafts gardens parkways and other common facilities whatsoever PROVIDED THAT if additional insurance premium is required to be paid for the insurance of the building by virtue of any particular use and/or storage or any additional maintenance or repair is required by virtue thereof in the Owners Allocation or any part thereof, the Owner shall be exclusively liable to pay and bear the additional premium and/or maintenance or repair charges as the case may be.
- 8.16 Upon transfer of any part of the Owners Allocation in the building, the Owners shall give notice of transfer to the Developer and the transferee(s) shall subject to the other provisions hereof be responsible in respect of the space transferred to pay the said rates and the service charges for the common facilities.

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- 8.17 Should the Owners fail to pay any amount payable in respect of the said rates or service charges for the common facilities within 15 days of demand, in that behalf the Owners shall be liable to pay interest on the outstanding at the rate of 18% per annum for the period from the last due date of payment up to payment in full. The Developer will also collect the service charges for the common facilities from its nominee(s) till such time the Association is formed.

ARTICLE IX - OBLIGATIONS OF THE DEVELOPER:

- 9.1 Execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies.
- 9.2 The Developer shall be responsible for planning, designing development and construction of the Project with the help of professional bodies, contractors, etc.
- 9.3 The Developer has assured the Owners that they shall implement the terms and conditions of this Agreement strictly without any violation.
- 9.4 The Developer shall construct the Project at its own cost and responsibility. The Developer shall alone be responsible and liable to Government, Municipality and other authorities concerned as also to all the labourers, staff and employees engaged by it and shall alone be liable for any loss or for any claim arising from such construction and shall indemnify the Owners against any claims, loss or damages for any default or failure or breach on the part of the Developer.
- 9.5 All tax liabilities in relation to the construction, namely sales tax, works contract tax and other dues shall be paid by the Developer subject to the condition that all statutory levies including Service Tax, and any other taxes as may be applicable for allocation of the Owners' Allocation in terms of the Agreement shall be entirely on account of the Owners.
- 9.6 The costs of marketing and publicity/advertisement campaigns shall be shared and borne by the developer and in the event the marketing is done for owners allocation the owners shall bear the cost of such marketing in proportionately as agreed herein but the marketing strategy, budget, selection of publicity material, media etc. shall be decided by the Developer.

ARTICLE X - OBLIGATIONS OF OWNERS:

- 10.1 The Owners undertake to fully co-operate with the Developer for obtaining all permissions required for development of the said Land.
- 10.2 The Owners undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 10.3 The Owners shall provide the Developer with any and all documentation and information relating to the said Land as may be required by the Developer from time to time.
- 10.4 The Developer shall mutate the land (95 Decimals) in the Owner's names in the records of BL & LRO and the owners shall give all sort of assistance to the Developer, however all government fees, out of pocket Expenses & other charges, if any shall be to the account of Developer.
- 10.5 The Developer shall undertake to obtain necessary permissions and clearances required under the Urban Land Ceiling Act and the West Bengal Land Reforms Act, wherein the owner shall cooperate.  

- 10.6 The Owners shall not do any act, deed or thing whereby the Developer may be prevented from discharging their functions under this Agreement.
- 10.7 The Owners hereby covenant not to cause any interference or hindrance in the construction and development of the Project.
- 10.8 The Owners hereby covenant not to transfer, grant lease, mortgage and/or charge the Land or any portions thereof save in the manner envisaged by this Agreement.
- 10.9 The Owners hereby agree and covenant with the Developer not to do any act deed or thing whereby the Developer is prevented from developing, constructing, completing, selling, assigning and/or disposing of any part or portion of the constructed area or saleable area.

ARTICLE XI - POWERS AND AUTHORITIES:

11.1 To enable the Developer to specifically perform its obligations arising out of this Agreement, the Owners hereby nominate, constitute and irrevocably appoint the Developer and persons nominated by the Developer to be the true and lawful attorneys of the Owners, to do, execute and perform all or any of the following acts, deeds, matters and things with respect to the said land:

- A) To obtain permission or approval from the Planning Authorities and other authorities as may be required for the development and construction of the New Buildings in accordance with this Agreement and for that purpose to sign such applications, papers, writings, undertakings, appeals, etc., as may be required.
- B) To enter upon the said land with men and material as may be required for the purpose of development work and erect the New Buildings as per the Building Plans to be sanctioned.
- C) To appoint architects, contractors, sub-contractors consultants, and surveyors as may be required and to supervise the development and construction work of the New Buildings on the said land.
- D) To apply for modifications of the Building Plans from time to time as may be required.
- E) To apply for obtaining quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Buildings but in no circumstances the Owners shall be responsible for the price/value, storage and quality of the building materials.
- F) To approach the concerned authorities for the purpose of obtaining permissions and service connections including water, sewerage and electricity for carrying out and completing the development of the said land.
- G) To make deposits with the Planning Authorities and other authorities for the purpose of carrying out the development work and construction of the New Buildings on the said land and to claim refunds of such deposits and to give valid and effectual receipt and discharge on behalf of the Owners in connection therewith.



- H) After completion of the construction of the New Buildings or any Phase of the Building Complex, to apply for and obtain occupation and completion certificate in respect thereof or parts thereof from the Planning Authorities.
- I) To enter into agreements for sale / lease / rent of the Developer's Allocation alongwith or without the corresponding undivided share in the said land, on such terms and conditions as the Developer may think fit and proper.
- J) To execute from time to time deeds of transfer of spaces comprised in the Developer's Allocation as well as Owners Allocation (if Owners are desired of selling their space) along with or without the corresponding undivided share in the said land, to receive consideration, rents, deposits therefore and present the above documents for registration and admit the execution of such documents before the appropriate authorities.
- K) To accept any service of writ of summons or other legal process on behalf of and in the name of the Owners and to appear in any court or authority as the Developer deem appropriate and to commence, prosecute and/or defend any action or legal proceedings relating to development of the said land in any court or before any authority as the Developer may think fit and proper and for such purpose to appoint any Solicitor, Advocate, Lawyer in the name and on behalf of the Owners or in the name of the Developer and pay the costs, expenses, fee and other outgoings. Further to depose in the court of law or authority, sign vakalatnama, sign and verify the plaint, written statement, affidavits, petitions, applications, appeals etc., and any other document or documents in furtherance of the said objective. Provided always that this authority shall be available to and exercised by the Developer strictly only in cases where such litigation would touch or concern the development of the project on the said land.
- L) To mortgage the Developer's Allocation in the new buildings to be constructed thereon, in favour of any Bank by deposit of title deeds of the said land (equitable mortgage) or by executing simple mortgage deed or creating English mortgage, to secure project finance required by the Developer and further to execute any further document or documents in furtherance of the above objective, including executing letter evidencing deposit of title deeds, confirmation of title deeds, deliver the title deeds and to receive back the title deeds and further to acknowledge the debt and security in terms of Sections 18 and 19 of Limitation Act. Provided however the mortgage to be created by the Developer shall be limited to the Developer's Allocation and shall not extend to the allocation of the Owners and the loan so obtained shall only be utilised for this project and the Owners shall not be required to furnish any Guarantee for such loan.
- M) To do and perform all acts, deeds, matters and things necessary for all or any of the purposes aforesaid and for giving full effect to the powers and authorities herein before contained, as fully and effectually as the Owners could do in person.

11.2 The Owners hereby ratify and confirm, and agree to ratify and confirm all acts, deeds and things lawfully done in the interest of the project by the Developer and persons nominated by the Developer in pursuance of the powers and authorities granted as aforesaid.

11.3 Notwithstanding grant of the aforesaid powers and authorities, the Owners shall grant to the Developer and/or its nominees a registered General Power of Attorney for the



purpose of doing all acts required for the Project simultaneously on execution of this Agreement and the costs on account thereof shall be borne by the Developer.

- 11.4 Notwithstanding grant of the aforesaid General Power of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. for the purpose of development of the said land within 7 (Seven) days of the request being made.

ARTICLE XII - MARKETING:

- 12.1 The Developer shall have the right and entitlement to market the Project in accordance with the policy and other decisions of the Developer and the Developer shall have the right to sell, transfer and otherwise dispose-off any Units and, or, spaces structures and other facilities comprised in the Project on such terms and conditions and at such price from time to time as may be decided by the Developer.
- 12.2 The price of the Units shall be fixed by the Developer and the same shall be revised on a periodical basis or as and when decided by the Developer, The Parties shall ensure that the advertising and marketing of the Project is carried out in a manner that is consistent with and not in derogation of or conflict with the decision of the Developer and any terms or provisions of this Agreement and the Applicable Laws.
- 12.3 The marketing costs, which include the advertisement and promotion costs of the Project, shall be shared by the Owners and the Developers in proportion to their respective allocations.
- 12.4 The Developer shall have representations from the Developer only. All decisions of the Developer shall be approved by the representatives of the Developer. The Developer shall meet at such intervals and on such occasions as may be mutually decided by the Parties.
- 12.5 The Developer shall be entitled to commence such marketing from the date when all approvals for development of the Project are in place and to accept advances, premia, booking amounts and other considerations from the intending transferees of the Developer Allocation from such date and subject to Clause 8.10 above.
- 12.6 All agreements out of developers allocation with the intending buyers shall be entered into by the Developer for themselves as well as the constituted attorney of the Owners and the Owners shall grant such power to the Developer in the Power of Attorney to be executed in favour of the Developer by the Owners.

ARTICLE XIII- COLLECTION AND DEPOSIT

- 13.1 The Developer shall open two Bank Accounts with any Scheduled Bank where one Account shall be a 'Collection Account and the other a 'Disbursement Account.
- 13.2 All amounts receivable on sale of Flats and other charges shall be received by the Developer and deposited in the Collection Account
- 13.3 The Developer shall pay to all the Owners a total deposit amount of Rs. 45,00,000/- (Rupees Forty Five Laacs) only as refundable security deposit without interest which will be recovered from the owners before delivery of vacant possession of owners allocation in the project.

ARTICLE XIV - TIME FOR COMPLETION

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commencement of construction and development of the Project are obtained by the Developer, subject to Force Majeure Events, any delays owing to defaults of the Owners and there being no change in the applicable laws, building regulations, West Bengal building byelaws, parking regulations, height restriction, density, ground coverage, land acquisition, etc. or such other regulations which is impacting the planning/designing/execution of the Project. Any extension after the aforementioned period shall be mutually decided between the Parties.

ARTICLE XV-POST COMPLETION MAINTENANCE:

- 15.1 On completion of each phase of the Project, the Developer shall give a notice to the Owners in accordance with clause 8.7 above for taking over possession of the same (possession notice). On receipt of such notice the Owners shall within 15 (Fifteen) days thereafter take over possession of Owners Allocation in such completed phase.
- 15.2 On and from the date of expiry of the possession notice (Possession Date), the Owners shall be deemed to have taken over possession for the purpose of determination of liability and shall become liable and responsible for the payments of maintenance charges, Rates and taxes, land revenue, Municipal tax in the ratio of their respective allocations irrespective of the fact whether actual physical possession was taken or not.
- 15.3 The Parties and their respective nominees/transferees shall punctually and regularly pay the maintenance charges, Rates and taxes, land revenue, Municipal tax for their respective allocations to the concerned authorities/Maintenance in charge and the Parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequent upon a default by the other or others.
- 15.4 Till handing over of the Project to the Association the Developer shall be responsible for the management, maintenance and administration of the Complex or at its discretion appoint an agency to do the same. The Owners hereby agree to abide by all the rules and regulations to be framed for the management of the affairs of the Complex.
- 15.5 The Developer or the Agency to be appointed shall manage and maintain the Common Portions and services of the Complex and shall collect the costs and service charge therefore (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the Complex, land tax, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges and charges of capital nature for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments and all other expenses incurred for common purpose.

ARTICLE XVI-COMMON RESTRICTIONS:

- 16.1 The Complex shall be subject to the restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the Complex.
- 16.2 For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, all occupants of the Complex shall permit the agency to be appointed by the Developer and/or the Association, with or without workmen, at all reasonable time, to enter into and upon the concerned space and every part thereof.

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- 16.3 It is agreed between the Parties that the Developer shall frame a scheme for the management and administration of the Complex and all the occupiers of the Complex shall perpetually in succession abide by all the rules and regulations to be framed in connection with the management of the affairs of the Complex.

ARTICLE-XVII - INDEMNITY:

- 17.1 The Developer shall indemnify and keep the Owners saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owners in relation to the construction of the Complex including any act of neglect or default of the Developer's contractors, employees or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.
- 17.2 The Owners shall indemnify and keep the Developer saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Developer in the course of implementing the Project including marketing thereof for any successful claim by any third party for any defect in title of the said Land or any of their representations and the warranties being incorrect.
- 17.3 Each Party ("**Indemnifying Party**") shall indemnify and agrees to defend and to keep the other ("**Indemnified Party**") indemnified including its successors, officers, directors, agents and employees and save harmless against all costs, expenses (including attorneys' fees), charges, loss, damages, claims, demands or actions of whatsoever nature by reason of (i) the non-performance and non-observance of any of the terms and conditions of the Agreement by the Indemnifying Party; (ii) acts of negligence or intentional misconduct by the Indemnifying Party; (iii) breach of the provisions of this Agreement by the Indemnifying Party; (iv) any representation and warranty, express or implied, by the Indemnifying Party found to be misleading or untrue; and (v) failure by the Indemnifying Party to fulfill its obligations under any applicable law.

ARTICLE XVIII - MISCELLANEOUS

- 18.1 The Owners and the Developer have entered into this Agreement purely on the principal of exchange of the Owner's Allocation in the building to be constructed and completed by the Developer at its own cost against the undivided proportionate share of the Land attributable to the Developer's Allocation to be retained or sold to its nominees by the Developer in the said completed building. However, each Party shall keep the other indemnified from and against the same.
- 18.2 The Developer shall decide the name of the Complex.
- 18.3 The Owners and the Developer as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of a force majeure event with a view that obligation of the Party affected by the force majeure shall be suspended for the duration of the force majeure.
- 18.4 All the Agreements and the Deeds of Conveyance shall be as per a standard format to be drafted by the Developer's Advocates and Solicitors. But the owners shall be prepared at liberty to prepare such agreements and the deeds of the conveyances so that their advocates out of owner's allocations, however such draft could be at conformity with draft which will be prepared by Developer's Advocate in the project.

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18.5 It is understood that from time to time to enable the construction and development of the Project by the Developer, various deeds, matters and things not herein specifically referred to may be required to be done by the Developer for which the Developer may require the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners to which no specific provisions have been made herein, the Owners hereby authorizes the Developer to do all such acts, deeds, matters and things and undertake forthwith upon being required by the Developer in this behalf to execute any such additional powers of authorities or a Power of Attorney as may be required by the Developer for the purpose and also undertake to sign and execute all such additional applications and other documents as may be required for the purpose with prior approval of the Owners and by giving prior information.

18.6 Any notice required to be given by the Owners shall be without prejudice to any other mode of service available deemed to have been served on the Developer if delivered by hand or sent by prepaid registered post and shall be deemed to have been served on the Developer by the Owners. Similarly any notice required to be given by the Developer shall be without prejudice to any other mode of service available deemed to have been served on the Owners if delivered by hand or sent by prepaid paid registered post and shall be deemed to have been served on the Owners by the Developer.

Provided that serving of notice by the Developer to any one of the Owners shall be deemed to be serving of valid notice to all the Owners.

18.7 Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owners of the said Land or any part thereof to the Developer or as creating any right, title or interest in respect thereof, in favour of the Developer other than exclusive license to the Developer to commercially exploit the same in terms hereof.

18.8 As and from the date of completion of the Complex, the Developer and/or its transferee(s) and the Owners and/or their transferee(s) shall be liable to pay and bear proportionate charges on account of wealth and other taxes payable in respect of their respective spaces.

18.9 In the event of any liability of Service Tax or Works Contract or any other Tax liability which may arise or become payable on the Owners Allocation, the same would be payable by the owners or their nominees as the case may be to the Developer or to the respective authority directly.

18.10 The Developer shall make payment of appropriate stamp duty and registration charges of this Development Agreement including this Development Power of Attorney. The Owners shall however provide all co-operation to the Developer to do that including being present before the registering authorities as and when required by the Developer.

18.11 None of the Parties hereto shall do or cause to be done any act, deed or thing whereby the progress of construction of the Building(s) shall in any way be hindered or affected and if any of the Parties shall do or cause to be done any such act, deed or thing, then the Party doing so shall be liable to forthwith remove such hindrance or difficulty or obstructions or shall be liable to compensate the other Party for all losses and damages suffered by such other Party.

18.12 The Parties shall jointly constitute, organize and/or otherwise form or cause to be formed an association of the intending transferees of the Units. All costs, charges and expenses in constitution, formation, organization, management and operation of such association shall be borne by the respective intending transferees of the Units in the



Building(s) in such proportion to be decided and determined jointly by the Parties. The intending transferees of the Units in the Building(s) shall become members of the said association as and when constituted. Until the formation of the association, Owners and Developer and/or the intending transferees of the Units in the Building(s) shall pay, bear and discharge all common expenses on account of maintenance and preservation of the Project proportionately. Owners and Developer shall make such arrangements and frame such rules and regulations for rendering of common services and maintenance of the Project.

- 18.13 Notwithstanding the Owners appointing the Developer as its Constituted Attorney, the Owners shall be bound and liable to execute and register the Deed of Conveyance transferring undivided proportionate share of Land in favour of the intending transferees as and when called upon by the Developer.
- 18.14 The Parties have negotiated in good faith. It is the intent and agreement of the Parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of, and to satisfy their obligations under this Agreement in order to secure to themselves the mutual benefits created under this Agreement. The Parties agree to execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement.
- 18.15 The Parties agree that in the event of any breach of the provisions of this Agreement, the Parties shall suffer irreparable harm and injury and damages would not be an adequate remedy and each of the Parties (at its sole discretion) shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court or arbitral forum of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have under this Agreement or at law or in equity, including without limitation a right for damages.
- 18.16 The Developer and its other associate companies are contemplating to purchase further land in contiguity to the said land which will be phase - 2 of the project wherein the owners herein shall not have any right whatsoever.
- 18.17 In the event of extension of the Project to further phases, the common facilities and infrastructure, ingress and egress shall be shared and made available to the Developer and/or ultimate transferees.

ARTICLE XIX - DISPUTE RESOLUTION

- 19.1 The Parties shall attempt in good faith to resolve any dispute, difference, conflict or claim arising out of or in relation to the Agreement through negotiations. If the dispute has not been settled through negotiation within fourteen (14) days from the date on which either Party has served written notice on the other of the dispute ("Dispute Notice") then the following provisions shall apply.
- 19.2 In the event of a dispute arising out of or in connection with the Agreement not being resolved in accordance with the above provisions, either Party shall be entitled to, by notice in writing ("Arbitration Notice") to the other Party, refer such dispute for final resolution by binding arbitration in accordance with the provisions the Arbitration and Conciliation Act, 1996 or any statutory enactment or modification thereunder and such arbitration shall be before three arbitrators, one to be appointed by Owners and the other to be appointed by Developer and the two arbitrators thereafter by mutual consent appoint Umpire and/or the third arbitrator. The venue of such arbitration shall be at Kolkata and the arbitration shall be conducted in English language. The award of the arbitrators shall be binding on the Parties.

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19.3 The Parties hereby agree that until the award is given none of the Parties shall do any act deed or thing whereby the construction and development of the Project is in any way stopped or prevented provided the dispute is not relating to the quality of the material being used and/or relating to violation of the statutory provisions and/or deviation from the Building Plan.

19.4 No variation of this Agreement shall be binding on any Party unless such variation is in writing and signed by each Party.

19.5 This Agreement shall not be assigned by the Parties except with the prior written consent of the other Party.

Provided that no such permission will be required in case the Agreement is assigned by the Developer in favour of any of its group companies. Provided such assignment is made with prior notice to the owners.

19.6 No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorised representative of the waiving Party.

19.7 If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

ARTICLE XX - JURISDICTION

Courts at Baruipur, District 24 Parganas South alone shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents between the Parties.

THE FIRST SCHEDULE ABOVE REFERRED TO

PART - I

OWNERS LAND

All That piece and parcel of Sali land hereditaments admeasuring an area of 95 (Ninety Five) decimals, be the same or little more or less laying at in Mouza Manickpur, J.L. No. 77, Re. Sa. No. 226, Touzi No. 412, comprises in C.S. & R. S. & L. R. Dag No. 639 and C. S. & R. S. Khatian No. 145, L. R. Khatian No. 568 and 296, under Ward No. 23 of Rajpur Sonarpur Municipality Kolkata - 700 148, Police Station Sonarpur within the jurisdiction of Additional District Sub Registrar, Sonarpur, District South 24 Parganas bordered in RED on the plan attached.

On the North : By Plot of Land Being Dag No. 639 (P);
On the South : By Plot of Land Being Dag No. 674 (P) & Common Passage
On the East : By Plot of Land in Mouza Malancha;
On the West : By Plot of Land Being Dag No. 640 (P), 641 (P) & 644 (P).

PART-2

SAID ADDITIONAL LAND OF ASSOCIATE COMPANIES

All That piece and parcel of Sali land hereditaments admeasuring an area of 285 (Two hundred eighty five) decimals, be the same or little more or less laying at in Mouza Manickpur, J.L. No. 77, Re. Sa. No. 226, Touzi No. 412, comprises in C.S. & R.S. & L.R. Dag No. 640, 641, 642, 643, 644, 645, 648, 649, 669, 688, 627, 629, 630, 631, 646, 647, 674 and C.S. & R.S. Khatian No. 145, L.R. Khatian No. 568 and 296, and 1128, 1368, 1377 - 1380, 1435 - 1441, under Ward No. 23 of Rajpur Sonarpur Municipality Kolkata - 700148, Police Station Sonarpur within the jurisdiction of Additional District Sub Registrar, Sonarpur, District South 24 Parganas.

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The Part -1 and Part -2 lands together referred to as SAID LAND

THE SECOND SCHEDULE ABOVE REFERRED TO:
COMMON AREAS, FACILITIES AND AMENITIES

1. Swimming pool with changing rooms.
2. Air conditioned community hall and attached open lawn.
3. Health club with steam.
4. Games room with pool table, table tennis and other board games.
5. Children play zone.
6. Indoor toddler's zone.
7. Common roof.
8. Round the clock security.
9. Elevators in all blocks.
10. Generator facility.
11. Servant toilet on ground floor.
12. Cable TV wiring.
13. Visitors' car park.

THE THIRD SCHEDULE ABOVE REFERRED TO:
COMMON EXPENSES

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the respective buildings of the complex and decorating and colouring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tide condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the complex.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the complex.
9. Cleaning as necessary of the areas forming parts of the complex.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time for the maintenance of the complex.
11. Maintaining and operating the lifts. 



12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the various buildings of the complex or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.
15. Generally managing and administering the development and protecting the amenities in the new building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the complex excepting those which are the responsibility of the owner/occupier of any Unit/Unit.
18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as may from time to time be considered necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Holding Organisation it is reasonable to provide.
21. In such time to be fixed annually as shall be estimated by the Holding Organization (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Holding Organisation for the owners of the Units and shall only be applied in accordance with the decision of the Holding Organisation.
23. The charges/fees of any professional Company/Agency appointed to carry out maintenance and supervision of the complex.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
DEPOSITS/EXTRA CHARGES/TAXES

- Special Amenities/Facilities: provision of any special amenities/facilities in the common portions including Club Facilities and Development charges etc.

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- **Upgradation of fixtures and fittings:** improved specifications of construction of the said complex over and above the Specifications described.
- **Common Expenses/Maintenance Charges/Deposits:** proportionate share of the common expenses/maintenance charges as may be levied.
- **Sinking Fund:**
- **Transformer and allied installation:** Obtaining HT/LT electricity supply from the supply agency through transformers and allied equipments.
- Diesel Generator Charges.
- Formation of Association/Holding Organization
- Legal Charges
- Taxes: deposits towards Municipal rates and taxes, etc.
- Stamp Duty, Registration Fees, Service Tax, Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body payable on the transfer, acquisition and/or handing over of the Owners' allocation by the Developers to the Owners shall be paid by the Owners.
- **Electricity Meter:** Security deposit and all other billed charges of the supply agency for providing electricity meter to the Said Complex, at actual.
- **Internal Layout Change:** any internal change made in the layout of the Owner's Allocation and/or upgradation of fixtures and fittings.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

Part - I

(Developers' Allocation)

All That the saleable area other than Owner's Allocation as defined in clause 1.19 of the total Saleable area of the Complex to comprise in various flats, units, apartments, and/or constructed spaces of the buildings to be constructed on the said Land **TOGETHER WITH** the share in the same proportion in car parking spaces (open and covered), more fully and particularly described in Part-I of the Seventh Schedule hereunder written **TOGETHER WITH** the undivided proportionate impartible part or share in the said Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and the signage space.

Part - II

(Owners' & Associate Companies' Allocation)

35% of the total Saleable area of the Complex to comprise in various flats, units, apartments, and/or constructed spaces of the buildings to be constructed on the said land more fully described in the Third Schedule **TOGETHER WITH** the share in the same proportion in car parking spaces (open and covered), more fully and particularly described in Part-II of the Fifth Schedule hereunder written **TOGETHER WITH** the undivided proportionate impartible part or share in the said Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and the signage space.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

SPECIFICATIONS

FLOORING - Vitrified tiles in drawing, dining
BEDROOMS- Ceramic tiles.

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TOILETS AND KITCHEN - Ceramic tiles

GROUND FLOOR LOBBY - Marble/vitrified tiles

STAIRCASE -Kota stone

DOORS - Decorative main door, others wooden framed enamel painted flush doors.

WINDOWS - Alumunium sliding windows with clear glass and grills.

BATHROOM FITTINGS- Ceramic tiles upto door height. Sanitary wares and cp fittings of reputed make. Hot and cold water supply.

KITCHEN - Granite top counters with stainless steel sink. ceramic tiles upto 2 feet above kitchen platform.

ELECTRICAL - Concealed copper wiring. Semi modular switches of reputed brands.

WALLS - Plaster of paris finish.

LIFTS - Automatic Lifts.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

TITLE DEEDS

Owners

Deed of conveyance dated 24th November, 1954 registered before the Sub Registrar Baruipur and recorded in Book I, Volume 76, Pages 281 to 283, Being No. 7130 for the year 1954.

Deed of conveyance dated 5th May 1995 registered before the Additional District Sub Registrar at Sonarpur, South 24 Parganas and recorded in Book no. I, Volume no. 49, Page nos. 189 to 195, being no. 3219 for the year 1995.

Registered deed of exchange dated 21st July, 2006 which was registered before the Additional District Sub Registrar Sonarpur on 9th August, 2006 Being Exchange Deed No. 6269 for the year 2006.

Deed of Conveyance dated 3rd November, 2006 Registered before the Additional District Sub Registrar at Sonarpur, South 24 Parganas, duly recorded in Book No. I, Volume No. 62, at Pages 129 to 138, Being No. 3082 for the year 2007,

Deed of Gift dated 13th November, 2014 which was duly registered before Additional District Sub Registrar Sonarpur, 24 Parganas South and Duly recorded in Book I, CD Volume 23, Pages 6270 to 6287, Being No. 11319 for the year 2014, free from all encumbrances.

THE EIGHTH SCHEDULE ABOVE REFERRED TO:

TITLE OF OWNERS

WHEREAS originally One Smt. Monorama Devi, wife of Late Purna Chandra Bhattacharya purchased by registered deed of conveyance dated 17th November 1950, registered before the Sub Registrar Baruipur and recorded in Book No. 1, Volue NO. 63, Pages 259 to 260, being no. 5627 for the year 1950 ALL THAT peace and parcel of land admeasuring 94 decimals (14 in R. S. Dag No. 639 and 80 decimals in R. S. Dag No. 674), lying and situated at Mouza Manickpur, comprised in J.L. No. 77. Police Station Sonarpur.

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District: 24-Parganas (South) and subsequently recorded her name in the record of the B.L. & L.R.O and obtain L.R. Khatian No. 568.

AND WHEREAS the said Smt. Monorama Devi sold, transferred and conveyed the said land of 94 decimals (14 in R. S. Dag No. 639 and 80 decimals in R. S. Dag No. 674) lying and situated at Mouza Manickpur, comprised in J.L. No. 77, L.R. Khatian no. 568, Police Station Sonarpur, District: 24-Parganas (South) to Smt Bithee Das wife of Dr. Ashih Ranjan Das by a deed of conveyance dated 5th May 1995 registered before the Additional District Sub Registrar at Sonarpur, South 24 Parganas and recorded in Book no. I, Volume no. 49, Page nos. 189 to 195, being no. 3219 for the year 1995.

AND WHEREAS the said Smt. Bithee Das subsequently also executed a registered general power of attorney dated 10th June, 2005, Registered before the Additional District Sub Registrar at Sonarpur, South 24 Parganas, recorded in Book no. IV, Volume no. 7, Page nos. 377 to 380, being no. 636 for the year 2005 in favour of one Sri Swapan Kumar Sinha son of Sri Pulin Bihari Sinha and authorized him to sell out the Said land of 94 decimals (14 in R. S. Dag No. 639 and 80 decimals in R. S. Dag No. 674) lying and situated at Mouza Manickpur, comprised in J.L. No. 77, L. R. Khatian no. 568, Police Station Sonarpur, District: 24-Parganas (South) to the indenting Purchaser and/or Purchasers and/or also to execute necessary deed, sale agreement, deed of conveyances, etc. and/or also to receive consideration in respect thereto.

AND WHEREAS by a registered deed of conveyance dated 18th December, 1942 one Kalidas Bhattacharya sold conveyed and transferred 81 decimal of land out of 162 decimal in R.S. Dag No. 639 and 80 decimal of land out of 160 decimal in R.S. Dag No. 674 lying and situated at Mouza Manickpur, comprised in J.L. No. 77, L. R. Khatian no. 568, Police Station Sonarpur, District: 24-Parganas (South) to one Sri Kangal Chandra Ghosh and Sri Hari Charan Ghosh which was registered before the Sub Registrar Baruipur and duly recorded in Book I, Volume 50, Pages 145 to 149, Being No. 5002 for the year 1942.

AND WHEREAS by a registered deed of conveyance dated 24th November, 1954 the said Kangal Chandra Ghosh and Sri Hari Charan Ghosh jointly sold conveyed and transferred all that piece and parcel of land admeasuring 81 decimal of land out of 162 decimal in R.S. Dag No. 639 and 80 decimal of land out of 160 decimal in R.S. Dag No. 674 lying and situated at Mouza Manickpur, comprised in J.L. No. 77, L.R. Khatian no. 568, Police Station Sonarpur, District: 24-Parganas (South) to Tasbanu Bibi, wife of Late Mir Mohammad Ali, the said deed was registered before the Sub Registrar Baruipur and recorded in Book I, Volume 76, Pages 281 to 283, Being No. 7130 for the year 1954 and subsequently the said Tasbanu Bibi mutated her name in the record of the concerned B.L & L.R.O and obtained a new Khatian No. 296.

AND WHEREAS the said Tasbanu Bibi and the said Bithi Das to enjoy their property more peacefully and comfortably agreed to exchange their land by a registered deed of exchange dated 21st July, 2006 which was registered before the Additional District Sub Registrar Sonarpur on 9th August, 2006 Being Exchange Deed No. 6269 for the year 2006 and under the said Exchange Deed the said Smt Bithi Das get 81 Decimal of land of R.S. & L.R. Dag No. 639 from Tasbanu Bibi and the said Tasbanu Bibi gets 80 decimal of land of R.S. & L.R. Dag No. 674 from Bithi Das. By the above said exchange Bithi Das obtained 81 decimal of land in R.S. & L.R. Dag No. 639 and her purchased land 14 decimal in R.S. & L.R. Dag No. 639, by the above way Bithi Das became the absolute owner of total land admeasuring about 95 Decimal in dag No.639.

AND WHEREAS by an Deed of Conveyance dated 3rd November, 2006 Registered before the Additional District Sub Registrar at Sonarpur, South 24 Parganas, duly recorded in Book No. I, Volume No. 62, at Pages 129 to 138, Being No. 3082 for the year 2007, for the consideration therein mentioned, sold, transferred and conveyed by the said Smt. Bithi Das through her attorney holder Sri Swapan Kumar Sinha All That piece or parcel of total land

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of 95 decimals, lying and situated at Mouza Manickpur, comprised in J.L. No. 77, R.S. & L.R. Dag No. 639, R.S Khatian no. 568, Police Station Sonarpur, District: 24-Parganas (South) hereinafter referred to as the Said land, free from all encumbrances to and in favour of 1) Sri Nikhil Ranjan Basu, 2) Sri Akhil Ranjan Basu and 3) Sri Sunil Basu.

AND WHEREAS when the said 1) Sri Nikhil Ranjan Basu, 2) Sri Akhil Ranjan Basu and 3) Sri Sunil Basu were in peaceful possession of the Said Land admeasuring about 95 decimals in R.S & L.R Dag No. 639 out of their natural love and affection gifted 66.5 decimal of land unto and in favour of their son, daughter, wife and mother namely (1) NIRVIK BASU (2) MOUSUMI BASU, both son and daughter of Nikhil Ranjan Basu (3) SMT MANIKA BASU, wife of Nikhil Ranjan Basu (4) MOUTUSHI BASU (5) AVIK BASU, both son and daughter of Akhil Ranjan Basu (6) SMT ANJU BASU, wife of Sunil Ranjan Basu AND (7) SMT. CHHABI RANI BASU, wife of Late Sushil Kumar Basu by a registered Deed of Gift dated 13th November, 2014 which was duly registered before Additional District Sub Registrar Sonarpur, 24 Parganas South and Duly recorded in Book I, CD Volume 23, Pages 6270 to 6287, Being No. 11319 for the year 2014, free from all encumbrances.

AND WHEREAS by the above said purchase and gift the said Sri Nikhil Ranjan Basu, Sri Akhil Ranjan Basu, Sri Sunil Basu, Nirvik Basu, Mousumi Basu, both son and daughter of Nikhil Ranjan Basu, Smt. Manika Basu, wife of Nikhil Ranjan Basu, Moutushi Basu, Avik Basu, both son and daughter of Akhil Ranjan Basu, Smt Anju Basu, wife of Sunil Ranjan Basu and Smt Chhabi Rani Basu, wife of Late Sushil Kumar Basu (the owners herein) became the absolute joint owner of total Land admeasuring about 95 decimals lying and situated at Mouza Manickpur, comprised in J.L. No. 77, in R.S & L.R Dag No. 639, L. R. Khatian no. 568, Police Station Sonarpur, District: 24-Parganas (South) free from all encumbrances.

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

SIGNED, SEALED and DELIVERED by the within named OWNERS at Kolkata in the presence of:

1. *Suman Chakrabarty*
2. *Mayank Chakraborty*
3. *British India Street Kolkata*

Sunil Ranjan Basu
Nikhil Ranjan Basu

Anik Basu
Manika Basu
Anju Basu

মৌসুমী বসু
Mousumi Basu
Nirvik Basu

Arun Ranjan Basu
for self and as Counselor Attorney
for Mousumi Basu

BRIJAN GREENFIELD MANIKPUR LLP

Rama Bhunia
Designated Partner/authorized Signatory

SIGNED, SEALED and DELIVERED by the within named DEVELOPER at Kolkata in the presence of:

1. *Suman Chakrabarty*
2. *Mayank Chakraborty*
3. *British India Street Kolkata*

Banu

MEMO OF CONSIDERATION

RECEIVED from the within named Developer the sum of Rs. 45,00,000/- (Rupees Forty Five Lacs) only as refundable interest free security deposit as mentioned herein above in the manner mentioned below:

Name	Date	Cheque No.	Bank	Amount (Rs.)
Nikhil Ranjan Basu	27/2/2015	530527	Punjab & Sind Bank	450,000.00
Akhil Ranjan Basu	27/2/2015	530528	Punjab & Sind Bank	450,000.00
Sunil Ranjan Basu	27/2/2015	530529	Punjab & Sind Bank	450,000.00
Nirvik Basu	27/2/2015	530530	Punjab & Sind Bank	450,000.00
Mousumi Basu	11/3/2015	530540	Punjab & Sind Bank	450,000.00
Smt Manika Basu	11/3/2015	530539	Punjab & Sind Bank	450,000.00
Moutushi Basu	11/3/2015	530541	Punjab & Sind Bank	450,000.00
Avik Basu	27/2/2015	530534	Punjab & Sind Bank	450,000.00
Smt Anju Basu	27/2/2015	530535	Punjab & Sind Bank	450,000.00
Smt. Chhabi rani Basu	11/3/2015	530542	Punjab & Sind Bank	450,000.00

Sunil Ranjan Basu
Nikhil Ranjan Basu

Anu Basu

Manika Basu

Anju Basu

मौसमी बेसु

Mousumi Basu

Nirvik Basu

Akhil Ranjan Basu

for self and as constituted
attorney for Moutushi Basu

WITNESSES:

1. Sumit Chatterjee

2. Mayank Chakraborty

Drafted by me, Nishant Kr. Saraf
Mr. Nishant Kr. Saraf, Advocate
Nishant Kr. Saraf Advocates
8, Old Post Office Street,
2nd Floor, Kolkata 700 001.
Email: nishantsaraf1976@gmail.com

Advocate

E.No. 314/F/02

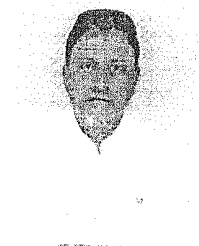
Banu

SPECIMEN FORM FOR TEN FINGERPRINTS



Amal Sharma

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Santosh Kumar

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Arvind Kumar

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Prakash

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

SPECIMEN FORM FOR TEN FINGERPRINTS



Stonika Basu

Index Finger	Middle Finger	Ring Finger	Little Finger	Thumb
Index Finger	Middle Finger	Ring Finger	Little Finger	Thumb



Anja Basu

Index Finger	Middle Finger	Ring Finger	Little Finger	Thumb
Index Finger	Middle Finger	Ring Finger	Little Finger	Thumb



Srinivas Reddy

Index Finger	Middle Finger	Ring Finger	Little Finger	Thumb
Index Finger	Middle Finger	Ring Finger	Little Finger	Thumb

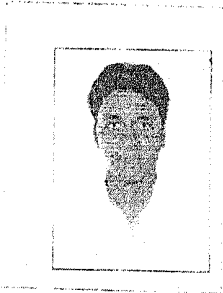


Alankar Basu

Index Finger	Middle Finger	Ring Finger	Little Finger	Thumb
Index Finger	Middle Finger	Ring Finger	Little Finger	Thumb

Arrested at New Delhi during the operation in the year 2000

SPECIMEN FORM FOR TEN FINGERPRINTS



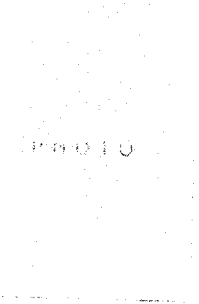
Markus Lopez

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb



Amir S. M. Khan

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb



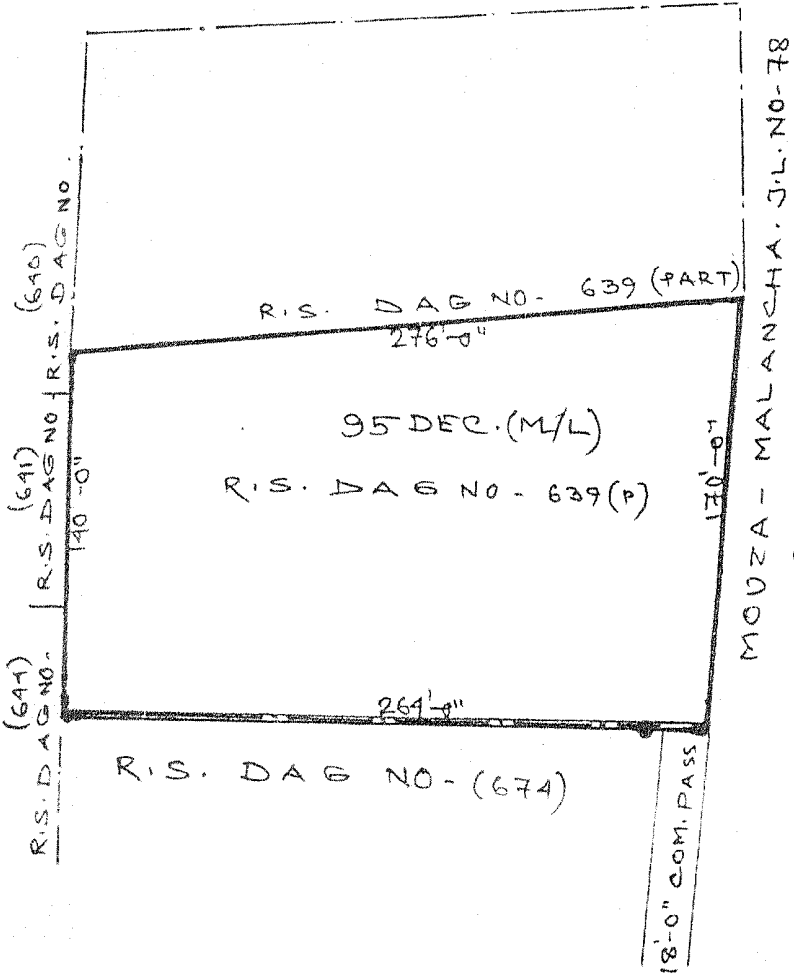
Amir S. M. Khan

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb

SITE PLAN OF THE LAND AT MOUZA - MANIKPUR,
 J.L. NO-77, R.S. DAG NO-639(P), P.S- SONARPUR
 DIST. 24 PGS(S), UNDER RAJPUR - SONARPUR
 MUNICIPALITY, SHOWN IN RED BOUNDARY
 SCALE - 1" = 66' F.



SCHEDULE OF LAND	
R.S. DAG NO	AREA
639(P)	95 DEC. (M/L)



Sunil Ranjan Basu
 Nikhil Ranjan Basu
 Anik Basu
 Manika Basu
 Anju Basu
 Mousumi Basu
 Nirvik Basu
 Atul Ranjan Basu
 for self and as
 constituted attorney
 for. Manushi Basu

Ismail Khan,
 SURVEYOR
Ismail Khan
 Vill. - Bade Hooghly
 P.O. - Malancha-Mahnagar
 R. No. - 038

SRIJAN GREENFIELD MANIKPUR LLP

 Designated Partner/authorised Signatory



Government Of West Bengal
Office Of the A.R.A. - I KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 02544 of 2015
(Serial No. 02461 of 2015 and Query No. 1901L000004315 of 2015)

On 21/03/2015

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 16.00 hrs on :21/03/2015, at the Private residence by Prakash Bhimrajka
Claimant.

Admission of Execution(Under Section 58,W.B.Registration Rules,1962)

Execution is admitted on 21/03/2015 by

1. Nikhil Ranjan Basu, son of Lt. Sushil Kumar Basu , 8, K. P. Road, Malancha, Mahinagar, Kolkata.
Thana:-Sonarpur, P.O. :-Malancha, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700145
By Caste Hindu, By Profession : Professionals
2. Akhil Ranjan Basu, son of Lt. Sushil Kumar Basu , 8, K. P. Road, Malancha, Mahinagar, Kolkata.
Thana:-Sonarpur, P.O. :-Malancha, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700145
By Caste Hindu, By Profession : Business
3. Sunil Ranjan Basu, son of Lt. Sushil Kumar Basu , 8, K. P. Road, Malancha, Mahinagar, Kolkata.
Thana:-Sonarpur, P.O. :-Malancha, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700145
By Caste Hindu, By Profession : Business
4. Nirvik Basu, son of Lt. Sushil Kumar Basu , 8, K. P. Road, Malancha, Mahinagar, Kolkata.
Thana:-Sonarpur, P.O. :-Malancha, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700145
By Caste Hindu, By Profession : Service
5. Manika Basu, wife of Nikhil Ranjan Basu , 8, K. P. Road, Malancha, Mahinagar, Kolkata.
Thana:-Sonarpur, P.O. :-Malancha, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700145
By Caste Hindu, By Profession : House wife
6. Mousumi Basu, daughter of Nikhil Ranjan Basu , 8, K. P. Road, Malancha, Mahinagar, Kolkata.
Thana:-Sonarpur, P.O. :-Malancha, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700145
By Caste Hindu, By Profession : Service
7. Avik Basu, son of Akhil Ranjan Basu , 8, K. P. Road, Malancha, Mahinagar, Kolkata.
Thana:-Sonarpur, P.O. :-Malancha, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700145
By Profession : Business
8. Anju Basu, wife of Sunil Ranjan Basu , 8, K. P. Road, Malancha, Mahinagar, Kolkata.
Thana:-Sonarpur, P.O. :-Malancha, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700145
By Caste Hindu, By Profession : House wife
9. Chhabi Rani Basu, wife of Lt. Sushil Ranjan Basu , 8, K. P. Road, Malancha, Mahinagar, Kolkata.
Thana:-Sonarpur, P.O. :-Malancha, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700145
By Caste Hindu, By Profession : House wife
10. Prakash Bhimrajka
Partner, Srijan Greenfield Manikpur L L P, 36/1 A, Elgin Road(Lala Lajpat Ray Sarani), Kolkata.
Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020
By Profession : Others

ADDITIONAL REGISTRAR
OF ASSURANCE-I OF KOLKATA
24 MAR 2015
(Dinabandhu Roy)

24/03/2015 11:51:00

ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



**Government Of West Bengal
Office Of the A.R.A. - I KOLKATA
District:-Kolkata**

**Endorsement For Deed Number : I - 02544 of 2015
(Serial No. 02461 of 2015 and Query No. 1901L000004315 of 2015)**

Identified By Soumen Chowdhury, son of Santosh Kumar Chowdury, 19/8, Purbachal Bidhan Road, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700078, By Caste Hindu, By Profession: Service.

Executed by Attorney

Execution by

- 1 Akhil Ranjan Basu, son of Lt. Sushil Kumar Basu, 8, K. P. Road, Malancha, Mahinagar, Kolkata, Thana:-Sonarpur, P.O. :-Malancha, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700044, By Caste Hindu By Profession: Business, as the constituted attorney of Moutushi Basu is admitted to him.

Identified By Soumen Chowdhury, son of Santosh Kumar Chowdury, 19/8, Purbachal Bidhan Road, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700078, By Caste Hindu, By Profession: Service

(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

On 23/03/2015

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-5,94,14,086/-

Certified that the required stamp duty of this document is Rs.- 75071 /- and the Stamp duty paid an Impressive Rs.- 10/-

(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

On 24/03/2015

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number : 48(d), 5, 5(f), 53 of Indian Stamp Act 1899.

Payment of Fees:

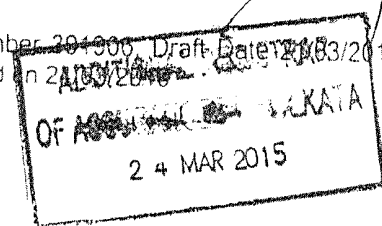
Amount by Draft

Rs. 49601/- is paid, by the draft number 391908, Draft Date 21/03/2015, Bank Name: State Bank of India, Specialised Insti Bkg Kolkata, received on 24/03/2015

(Under Article : B = 49489/- , E = 28/- , I = 55/- , M(a) = 25/- , M(b) = 4/- on 24/03/2015)

Deficit stamp duty

Deficit stamp duty Rs. 75061/- is paid, by the draft number 391900, Draft Date 24/03/2015, Bank State Bank of India, Specialised Insti Bkg Kolkata, received on 24/03/2015



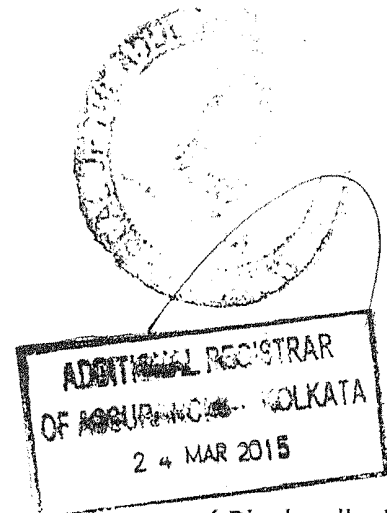
(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



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Office Of the A.R.A. - I KOLKATA
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Endorsement For Deed Number : I - 02544 of 2015
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(Dinabandhu Roy)
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(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



ভারতের নির্বাচন কমিশন
পরিচয় পত্র
ELECTION COMMISSION OF INDIA
IDENTITY CARD

LMVV1863323



ভুক্তকের নাম : সৌমেন চৌধুরী

Name : Soumen Chowdhury

পত্নীর নাম : সন্তোষকুমার চৌধুরী

Wife's Name : Santoshkumar Chowdhury

লিঙ্গ / Sex : পুরুষ / M

জন্ম তারিখ / Date of Birth : 08/09/1980

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 7
Page from 3322 to 3361
being No 02544 for the year 2015.



(Dinabandhu Roy) 24-March-2015
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
Office of the A.R.A. - I KOLKATA
West Bengal

