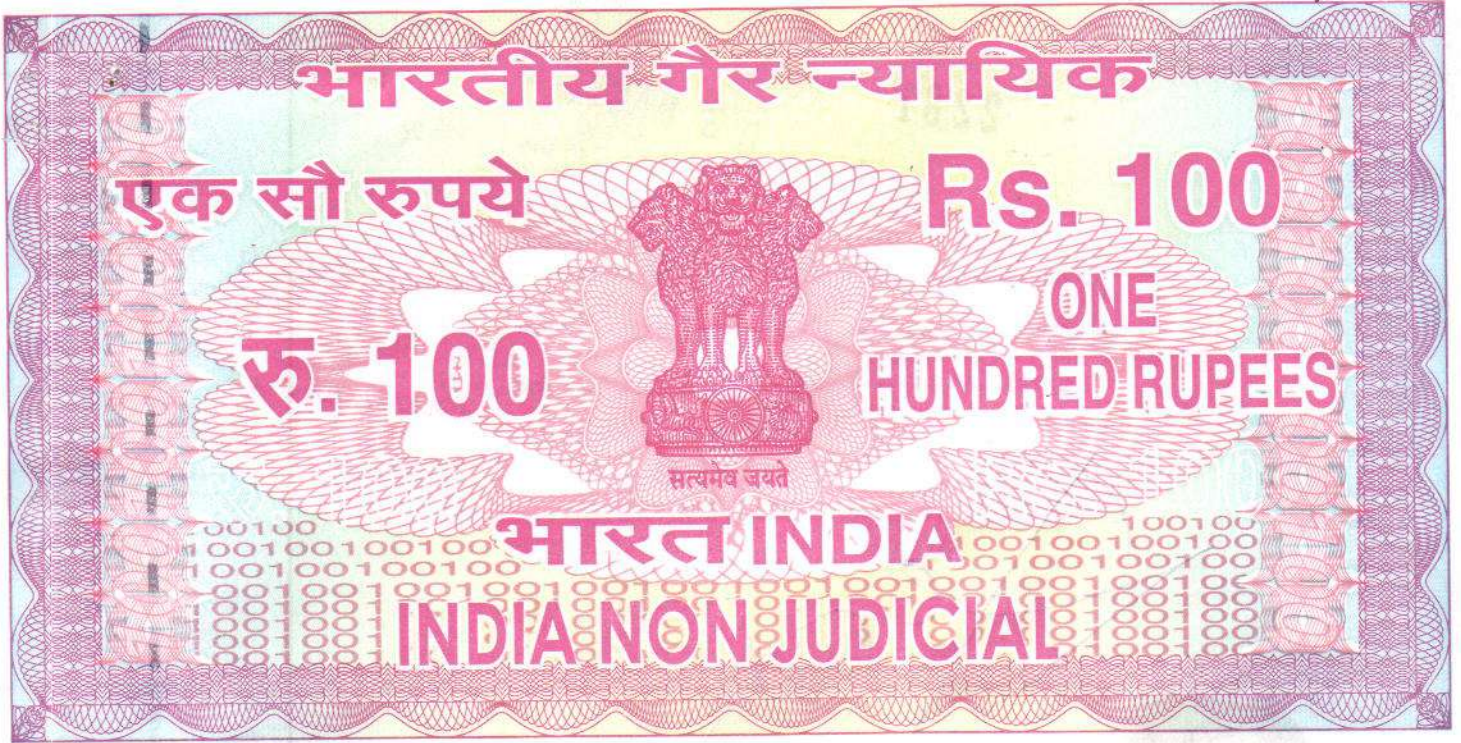


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Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the part of this document.

District Sub-Registrar-II
Alipore, South 24 Parganas

25 NOV 2021

THIS DEVELOPMENT AGREEMENT AND RELATED POWER OF
ATTORNEY IS EXECUTED ON THIS 24th Day of
NOVEMBER, 2021

- 2281

03 MAR 2021

No.....Rs.-100/- Date.....

Name:.....

Address:.....

Vendor:.....

DEBJYOTI GHOSH
ADVOCATE
SEALDAH CIVIL COURT
ROOM NO -411 (4TH FLOOR)
KOLKATA-700 014

All India Collectorate, 24 Pgs. (B)
SUBHANKAR DAS
STAMP VENDOR

Ranwan Agant



9188

For ZEN PROMOTERS LLP

Ranwan Agant

Authorised Signatory



9189

For ASHWGANDHA MERCHANTS PRIVATE LIMITED, PARAKASHTHA MERCHANTS PRIVATE LIMITED, KRITYA COMMERCIAL PRIVATE LIMITED, AACHAMAN VINIYOG PRIVATE LIMITED, TAPASWAT COMMERCIAL PRIVATE LIMITED, SRIJAN ENCLAVE PRIVATE LIMITED, SRIJAN INFRAREALTY PRIVATE LIMITED, SRIJAN LAND & BUILDING PRIVATE LIMITED, PANCHKOTI STOCKIST PRIVATE LIMITED, SUVRIDHI COMMOTRADE PRIVATE LIMITED,

Keshav Agant

Authorised Signatory



9190

For CORDIAL BUILDWELL LLP,
DECISIVE BUILDING SOULTIONS LLP

[Signature]

Authorised Signatory

District sub-Registrar-II

Allpore South 24 Parganas

24 NOV 2021

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9191

For ENDORSE BUILDWORTH LLP,

Kishan M. Agarwal
Kishan M. Agarwal.
Authorised Signatory



9192

For CARNATION NIRMAN PRIVATE LIMITED

Ayushi Kakarania

Authorised Signatory



9193

IDENTIFIED BY ME

Ayushi Kakarania

AYUSHI KAKARANIA

Daughter of KISHAN KAKARANIA
36/1 A, ELGIN ROAD
KOL - 700 020
SERVICE



District sub-Registrar

Allpore, South 24 Parganas

24 NOV 2021

District sub-Registrar

Allpore, South 24 Parganas

24 NOV 2021

THIS AGREEMENT made this theday of _____ Two Thousand and Twenty-one **BETWEEN** (1) **ASHWGANDHA MERCHANTS PVT LTD (PAN AAJCA9745Q)** a Company incorporated under the Companies Act, 1956 having its registered office at 12C, Chakraberia Road (N), Ground Floor, Kolkata 700020, (2) **PARAKASHTHA MERCHANTS PVT LTD (PAN AAGCP2272A)** a Company incorporated under the Companies Act, 1956 having its registered office at 12C, Chakraberia Road (N), Ground Floor, Kolkata 700020, (3) **KRITYA COMMERCIAL PVT LTD (PAN AAECK4825C)** a Company incorporated under the Companies Act, 1956 having its registered office at 12C, Chakraberia Road (N), Ground Floor, Kolkata 700020, (4) **AACHAMAN VINIYOG PVT LTD (PAN AAJCA3326P)** a Company incorporated under the Companies Act, 1956 having its registered office at 12C, Chakraberia Road (N), Ground Floor, Kolkata 700020, (5) **TAPASWAT COMMERCIAL PVT LTD (PAN AAECT2573L)** a Company incorporated under the Companies Act, 1956 having its registered office at 12C, Chakraberia Road (N), Ground Floor, Kolkata 700020, (6) **SRIJAN ENCLAVE PVT LTD (PAN AAQCS4061C)** a Company incorporated under the Companies Act, 1956 having its registered office at 36/1A, Elgin Road, Kolkata 700020, (7) **SRIJAN INFREAREALTY PVT LTD (PAN AAQCS4626M)** a Company incorporated under the Companies Act, 1956 having its registered office at 36/1A, Elgin Road, Kolkata 700020, (8) **SRIJAN LAND & BUILDING PVT LTD (PAN AAQCS4062B)** a Company incorporated under the Companies Act, 1956 having its registered office at 36/1A, Elgin Road, Kolkata 700020, (9) **PANCHKOTI STOCKIST PVT LTD (PAN AAGCP5305E)** a Company incorporated under the Companies Act, 1956 having its registered office at 36/1A, Elgin Road, Kolkata 700020, (10) **SUVRIDHI COMMOTRADE PVT LTD (PAN AARCS2648Q)** a Company incorporated under the Companies Act, 1956 having its registered



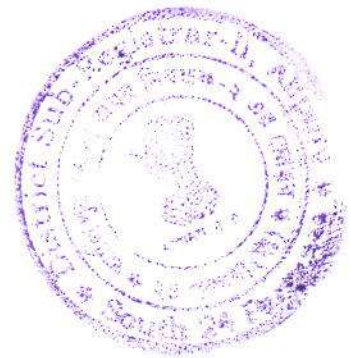
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District sub-Registrar-B

Allure, South 24 Parganas

24 NOV 2024

office at 36/1A, Elgin Road, Kolkata 700020, (1) to (10) represented by its Authorised Signatory, **SRI KESHAV AGARWAL** (Having PAN DBBPA3241L), (Having Aadhar no. 801501158057) son of Sri Shyam Sunder Agarwal, by occupation- Business, residing at 135G, S.P Mukherjee Road, Post Office- Kalighat, Police Station- Tollygunge, Kolkata- 700026, (11) **CORDIAL BUILDWELL LLP** (Formerly known as **CORDIAL BUILDWELL PVT LTD**) (**PAN::AAQFC3272N**) a Limited Liability Partnership Firm, incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 11A/1C, East Topsia Road, Kolkata 700046, (12) **DECISIVE BUILDING SOLUTIONS LLP** (Formerly Known as **DECISIVE BUILDING SOLUTIONS PVT LTD**) (**PAN::AASFD2158C**) a Limited Liability Partnership Firm, incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 11A/1C, East Topsia Road, Kolkata 700046, (11) & (12) represented by its Authorized Signatory namely **MR BISHAN M AGARWAL** (Having PAN AFJPA6544H) (having Aadhar No 992581547662) son of Rambilas Agarwal 36/1B, Lala Lajpat Rai Sarani, Post Office- Lala Lajpat Rai Sarani, Police Station- Bhowanipore, Kolkata- 700020 (13) **ENDORSE BUILDWORTH LLP** (Formerly known as **ENDORSE BUILDWORTH PVT LTD**) (**PAN::AAIFE8926H**) a Limited Liability Partnership Firm, incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 11A/1C, East Topsia Road, Kolkata 700046 represented by its Authorized Signatory namely **MR KISHAN MIRANIA AGARWAL** (Having PAN ADBPA8961E) (having Aadhar No 410800320762), son of Rambilas Agarwal, 36/1B, Lala Lajpat Rai Sarani, Post Office- Lala Lajpat Rai Sarani, Police Station- Bhowanipore, Kolkata- 700020 and (14) **CARNATION NIRMAN PVT LTD** (**PAN AFJPA6544H**) a Company incorporated under the Companies Act, 1956 having its registered office at 44/6, Hazra Road, Kolkata 700019, represented jointly/collectively by its Authorised Signatory, **SRI RAHUL**



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District sub-Registrar-III

Allpore South 24 Parganas

24 NOV 2011

CHOKHANY (Having PAN ACAPC2036Q), (Having Aadhar no. 723177183683) son of Rajendra Prasad Chokhany, by occupation-Business, residing at 14/2A, Mandeville Gardens, Post Office-Ballygunge, Police Station- Ballygunge, Kolkata- 700019, hereinafter jointly referred to as the **OWNER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their successor and/or successors-in-interest and assigns) of the **ONE PART**

AND

ZEN PROMOTERS LLP. (PAN AABFZ4008J) a Limited Liability Partnership Firm under the Limited Liability Partnership Act 2008 having its regd. Office at 36/1A, Elgin Road, Kolkata -700020 represented by its designated partner **SRI RAM NARESH AGARWAL** (Having PAN ACYPA1903G, Having Aadhar no. 5948 89630890), son of Late Nand Kishore Agarwal, residing at Flat no. 5A, 135G, S.P Mukherjee Road, Post Office- Kalighat, Police Station- Tollygunge, Kolkata- 700026 hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include successor and/or successors-in-interest and assigns) of the **OTHER PART**.

"Parties" shall mean collectively the Owners and the Developer and **"Party"** means each of the Owners and the Developer individually.

WHEREAS:-

A. DEFINITIONS

Unless in this Development agreement there be something contrary or repugnant to the subject or context, the following words shall have the following meanings:-



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AGREED RATIO shall mean the ratio of sharing distributable revenues arising from sale of sellable areas in the Project between the Owners of the one part and the Developer of the other part which has been determined to be 50 % (Fifty per cent) to the Owner and 50 % (Fifty per cent) to the Developer.

ARCHITECT – shall mean any such person or persons who may be appointed by the Developer in consultation with the owners as the Architect for the Complex..

ASSOCIATION – shall mean an Association formed under the West Bengal Apartment Ownership Act 1972 or a company incorporated under the Companies Act, 2013 formed by the Developer for the Common Purposes having such by-laws, rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained for maintenance and /or management of the Complex.

APEX BODY /FEDERATION – shall mean the collective representative body of two or more individual Associations in any Building Complex formed under the West Bengal Apartment Ownership Act or under any other law and/or any other legal entity under whose superintendence each of the individual associations shall exist.

BUILDINGS - shall mean the buildings in the Complex/ Project to be constructed, erected and completed in accordance with the Sanctioned Building Plan/ Building permit on the said land.

CAR /TWO WHEELER PARKING SPACE – shall mean all the spaces, whether open or covered or mechanical multi-level, of the



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Allpore, South 24 Parganas

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Complex expressed or intended to be reserved for parking of motor cars /trucks/two wheelers.

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 Detection and 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 Provided That the Developer shall be liable to provide the minimum areas, installations and facilities as are included in the **SECOND SCHEDULE** hereunder written.

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 **THIRD SCHEDULE** hereunder written which shall arise after obtaining Completion Certificate and to be contributed, borne, paid and shared by the transferees. Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-charge.

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




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Alipore, South 24 Parganas

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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.

COMPLETION NOTICE – shall mean the possession notice to buyers after grant of Completion Certificate.

COMPLEX/ PROJECT – shall mean the residential cum commercial and/or mixed use building Complex comprising one or more phases with open areas to be constructed, erected and completed by the Developer in accordance with the Plan and would also include the adjoining area and/or adjoining land or added area which only and exclusively the Developer may permit to be a part of the Complex whomsoever such adjoining area and /or adjoining land may belong and all parties to these presents give their acceptance and consent to the above. .

CONSENTS shall mean the planning permission and all other consents, licenses, permissions and approvals (whether statutory or otherwise) necessary or desirable for the carrying out, completion use and occupation of the Development and the New Building and/or Buildings.

DISTRIBUTABLE REVENUE



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shall mean and include all amounts, considerations and receipts, whether one time or periodical, as may be received and collected from the Intending Purchasers for (a) transfer of the Unit(s) and proportional undivided interest in the Land to Intending Purchasers; (b) transfer of exclusive two-wheeler and car park areas/ spaces; (c) Floor rise escalation (d) PLC, (e) transfer of proportionate Common Areas and facilities; (f) leasing/ licensing/ renting of Unit(s) in the Project which are not transferred on outright sale basis and (g) Cancellation Charges;

but shall not include:

- (i) any GST or any other present or future taxes/cess;
- (ii) any electricity/ water or any other utility deposits;
- (iii) any moneys collected/ received from the Purchasers for providing facilities/ utilities including electricity, DG, legal charges etc;
- (iv) maintenance charges, contribution to corpus fund, legal charges, stamp duty, registration fee, society membership fee
- (v) any grants and/or subsidies to be received for or in connection or in relation with the development work.

DEPOSITS/EXTRA CHARGES/TAXES (EDC) – shall mean the amounts specified in the FOURTH SCHEDULE hereunder to be deposited/paid by various intending purchasers with the Developer at the end before grant of possession by a separate cheque and to be ultimately made over and/or held by the Association/Apex Body/Holding Organisation and/or Maintenance Company as the case may be .

DEVELOPMENT – shall mean the Real Estate Project to be implemented by the Developer on the land provided by the owners comprising several multi storied residential and/or partly residential and partly commercial building blocks with layout of open spaces,



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Alipore South 2a Pargana

24 NOV 1971

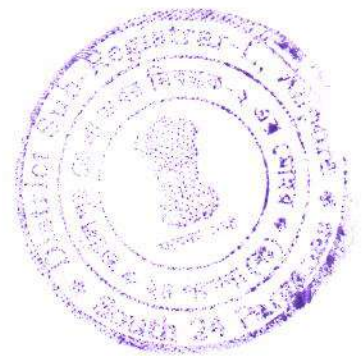
common pathways, landscaped gardens , other amenities and facilities in accordance with the plan to be sanctioned by the Municipal authorities.

DEVELOPER'S ALLOCATION – shall mean the agreed ratio to which the Developers are entitled to in respect of the total realization from sale of Saleable areas of the Complex to comprise in various flats, units, apartments in the buildings to be constructed on the Said Premises . Parking revenue will also be-shared with the Owner in the same ratio **TOGETHER WITH** the undivided proportionate impartible part or share in the entire project Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities more particularly described in the **Second Schedule**.

However, with regard to Club revenues, the Developer will be entitled to receive 50 % of the surplus of realizations remaining after meeting all expenditure for interiors and equipments.

DEVELOPMENT RIGHTS shall include (but not be limited to), *inter alia*, the right, power, entitlement, authority, sanction and permission to:

- (i) enter upon and take possession of the said land in accordance with this agreement for the purpose of development and construction of the project/ Complex and to remain in such possession until the completion of the project/ Complex;
- (ii) to demolish any existing structures on the project land;
- (iii) to put up a sign board at the Project site with brief description of the impending Project to be developed with the Developer's name "SRIJAN", "PS GROUP" and "Mirania".




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Alipore, South 24 Parganas

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- (iv) appoint, employ or engage architect, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the planning, design, development and construction of the project/ Complex;
- (v) to carry out planning, design, all the infrastructure and related work/ constructions for the project/ Complex, including leveling, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical sub-stations, landscaping and all other common areas and facilities for the total built up area to be constructed on the project/ said land as may be required by any approvals, layout plan, or order of any governmental authority; and to set up site offices, marketing offices and construct model sample homes/ apartments/ units;
- (vi) to launch the project for booking and in conformity with Section (4) sub-section (2) clause (i) sub clause (d) of West Bengal Industry Regulation Act, 2017 receive advances on sale of units in the project from the intending purchasers and to exercise full, exclusive marketing, leasing, licensing and sale rights in respect of the Apartment Units and related undivided interests in the project land;
- (vii) 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 Apartment units.;
- (viii) manage the entire project land and the common areas



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constructed upon the entire project land till the completion of the project/ complex and transfer/ assign such right of maintenance upon formation of the association/apex body ;

- (ix) apply for and obtain any approvals in the name of owners or wherever required under the applicable laws in the name of the developer, including any temporary connections of water, electricity, drainage and sewerage;

ENCUMBRANCE means any mortgage, lien, charge, non-disposal or other restrictive covenant or undertaking, right of pre-emption, easement, attachment or process of court, burdensome covenant or condition and/or any other arrangement which has the effect of constituting a charge or security interest or other third party interest or negative lien which could affect the construction and development and/or ownership of the Project;

FLOOR AREA RATIO(F.A.R) – shall mean the ratio between the Total Floor Area on all floors and the Area of the Plot.

ADDITIONAL F.A.R – shall mean the incentive available by way of additional F.A.R upon certification of a Green Building and other infrastructure like the Metro passing nearby.

MARKETING COST – shall mean all the marketing related costs such as advertisement and promotional expenses of the project, brokerage, commission and all other costs and expenses on any account whatsoever relating to marketing or sale of sellable areas.

OWNERS' ALLOCATION – shall mean the agreed ratio to which the owners are entitled in respect of the total realization from sale of



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District sub-Registrar - II

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24 NOV 2018

Saleable areas of the Complex to comprise in various flats, units, apartments in the buildings to be constructed on the Said Premises Parking revenue will also be shared with the Developer, **TOGETHER WITH** the undivided proportionate impartible part or share in the entire project Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities more particularly described in the **Second Schedule**.

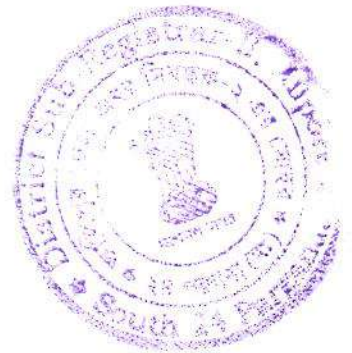
However, with regard to Club revenues, the Owners will be entitled to receive 50% of the surplus of realizations remaining after meeting all expenditure for interiors and equipments.

PLAN –means the building plan bearing No. 2021070012 dated 4th May, 2021 sanctioned by the Kolkata Municipal Corporation.

PHASE- A phase of a real estate project may consist of a building or a wing of the building and in case of a building with multiple wing each such wing.

PROPORTIONATE OR PROPORTIONATELY – according to the context shall mean the proportion in which the revenue from the sale of space and/or spaces, as the case may be, shall be shared between the owners and the Developer.

SAID PREMISES shall mean All That the pieces and parcels of land containing an area of 258.92 decimal equivalent to 156.65 Cottah **but on actual measurement the area works out to 135.58 Cottahs** be the same a little more or less situate lying at 47, Matheshwartala Road (formed after the amalgamation of 47, Matheshwartala Road, 24C, Matheshwartala Road, 24C/1, Matheshwartala Road) in KMC Ward No. 66, Kolkata 700046 more fully and particularly described in the **First Schedule** hereunder written and shown in the map or plan annexed hereto and verged in "Green" borders



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SPECIFICATION – shall mean the specification for the said Complex/ Project as mentioned in the **FIFTH SCHEDULE** hereunder written subject to minor alterations or modifications with the consent of the Architect.

TITLE DEEDS – shall mean the documents of title of the Owners in respect of the entire project/ Said Premises mentioned in the **SIXTH SCHEDULE** hereunder written and the documents of title of the Owners as available in respect of the said Land.

B. 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.



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24 NOV

- 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. all the aforesaid recitals shall form integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.

A. RECITAL

- 1 The Owners whose title documents are set out in the **SIXTH SCHEDULE** hereunder are presently seized and possessed of or otherwise well and sufficiently entitled to all that the Said Premises.



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District sub-Registrar-#

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2. The Owners and the Developer are entering into this development agreement for the development of a residential and/or commercial and/or mixed use real estate building complex (hereinafter referred to as " the Complex") in various phases on the Said Premises.

NOW THEREFORE, in consideration of the, terms, conditions, covenants, stipulations set forth in this Development agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby mutually acknowledged, the parties with the intent to be legally bound this Development agreement witnesseth and it is hereby agreed by and between the parties as follows:

1. OWNER'S REPRESENTATION

At or before entering into this Agreement the Owners and each one of them have assured and covenanted with the Developer as follows:

a) The Owners possess a clear, marketable, unfettered, absolute and unrestricted right, title and interest over the said property and are seized and possessed of and well and sufficiently entitled to the Said premises which is properly identified by metes and bounds.;

b) The Owners shall at their own costs and expenses make out marketable title, free from all encumbrances and further hand over vacant and peaceful possession of the said premises at or before the execution and registration of the Development Agreement for the purpose of development.




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Allipore, South 24 Parganas

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- c) The Owners have full right, power and authority to enter into this Agreement.
- d) The owners have got the said premises mutated and amalgamated as per the requirement of the KMC for the purpose of the Development of the Complex.
- e) No suits and/or proceedings and/or litigations is pending in respect of the said Premises or any part thereof and the said Premises is not involved in any civil, criminal or arbitration proceedings and in case of any litigation related to the title of the Owners arising the Owners shall be responsible for dealing with the same and shall bear all costs in that respect.
- f) The Owners have made all material disclosures in respect of the Said Premises and have provided all information in relation to the transactions contemplated herein and agree to deposit original title deeds in the custody of the Developer, to be held in Escrow and after formation of the Association/Apex Body, hand over the documents to the Association of Apartment owners. For the purpose of due diligence by the Developer if any further documents are required, the Owners undertake to provide the same, if available.
- g)The Owners have not entered into any MOU, Term Sheet, Agreement for sale or transfer or development or lease etc in respect of the said premises or any part thereof.
- h) None of the plots within the said premises either wholly or partly are affected by vesting under the Urban Land (Ceiling



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and Regulation) Act 1976 and if required the shall obtain no objection certificate from the Competent Authority.

i) There are no structures on the Said Premises which are recorded as 'Heritage' Property.

j) There are no thika tenants on any part or portion of the said premises.

k) The said premises or any part thereof is, not affected by any requisition or acquisition of the Govt or any other statutory body such as the WBHIDCO, WB Housing Board, PWD or National Highway Authority of India and the said land is not attached under any decree or order of any Court of Law or dues of the Income Tax, Revenue or any other Public Demand.

l) There are no prohibitory orders, notices of any nature whatsoever of any Municipal Authority or Statutory Body concerning or relating to or involving the Said Premises or the Owners pertaining to the Said Premises

m) There is no outstanding property taxes, khazna, rates, duties, cess, levies etc under any applicable Law, Revenue or any other Authority or department of the State or Central Government., However, if at any stage any demand/notice is received from the Municipal Corporation for the period prior to signing of this agreement the same shall be borne/settled solely by the Owners with the co-operation of the Developer.



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- n) The Owners hereby give their consent to the Developer to publish appropriate notices of the development of the Project land in the leading news papers at its cost and expenses, .
- o) The Owners have not stood as Guarantor or Surety for any obligation, liability, bond or transaction whatsoever;
- p) Owners represent and confirm that ingress/ access to and egress from the Said Premises is unconditionally and absolutely available for all purposes from the main road and the Owners have not entered into any arrangement or agreement of any nature with any Person/ third party which in any manner restricts the access/ egress to the Said Property from the road and may give rise to any dispute for access.
- q) There is no legal bar or impediment in the Owners granting the right of development in respect of the said Premises unto and in favour of the Developer.
- r) The Owners are in absolute compliance of the Applicable Laws, statutes , land ceiling laws, regulations, ordinances, rules, judgments, notifications, court - order, decree, government approval, mandatory directive, guideline, other governmental restriction including rules and regulations prescribed by the Kolkata Improvement Trust (KIT) as well as the Land Use & Control Development Plan of the KMDA or WBHIDCO, having the force of law of any of the foregoing, by any authority having jurisdiction over the matter in question as in effect as of the date of this Agreement;

Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof the Developer has agreed to enter into this agreement and to part with the amounts as hereinafter stated. It is hereby made expressly clear that in the event of there being any defect in title, it shall be the obligation and responsibility of the Owners to remedy and/or cure the same at their own cost and shall keep the Developer and its Directors and Officers and each one of them saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings including litigation costs.

2. **DEVELOPER'S REPRESENTATION:**

- i) That it has prima facie satisfied itself as to the Title of the Owners as narrated and as per the documents provided by the Owners.
- ii) That the Developer has inspected the site and has acquainted itself about the Said Premises which is presently vacant .
- iii) Satisfied itself as to the location of the said Premises
- iv) Assured the Owners that they have adequate financial resources and an experienced professional team at their command to undertake the development of the said Premises.
- v) That they shall make their best endeavor to achieve optimum FAR utilisation with incremental benefit resulting from Services and the Metro railway passing by near the vicinity of the said premises or as a result of any Green Building



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District sub-Registrar -*

Alipore South 2A Pargana

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