

15445/2023

I-13318/23



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

2/2432844/23



12-33
26/09/23
ADDITIONAL REGISTRAR OF
ASSURANCES-II, KOLKATA

Documents admitted for registration. The endorser's check is to be returned to the party.

Additional Registrar of Assurances

26 SEP 2023

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 26th day of September Two Thousand Twenty Three

105758
AWANI KUMAR ROY
Advocate
10, K. S. Roy Street, Poy Road,
1st Floor, Calcutta-700 001

NAME _____
ADD _____
Rs. _____
31 JUL 2023
SURAJAN MUKHERJEE
Accession Stamp Vendor
C. C. Roy
22-B, K. S. Roy Street, Poy-1



26 SEP 2023



Govt. of West Bengal
Directorate of Registration & Stamp
Revenue
GRIPS eChallan



192023240234047221

GRN Details

GRN: 192023240234047221 Payment Mode: Online Payment
GRN Date: 25/09/2023 18:33:32 Bank/Gateway: HDFC Bank
BRN : 129249429 BRN Date: 25/09/2023 18:34:50
GRIPS Payment ID: 250920232023404721 Payment Init. Date: 25/09/2023 18:33:32
Payment Status: Successful Payment Ref. No: 2002432844/2/2023

[Query No*/Query Year]

Depositor Details

Depositor's Name: VISHAL GARG
Address: MERCANTILE BUILDING
Mobile: 9836621880
Depositor Status: Others
Query No: 2002432844
Applicant's Name: Mr PARTHA NANDY
Identification No: 2002432844/2/2023
Remarks: Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy): 25/09/2023
Period To (dd/mm/yyyy): 25/09/2023

Payment Details

S. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002432844/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	40071
2	2002432844/2/2023	Property Registration- Registration Fees	0030-03-104-001-16	30028
Total				70099

IN WORDS: SEVENTY THOUSAND NINETY NINE ONLY.

PAID



Government of West Bengal
GRIPS 2.0 Acknowledgement Receipt
Payment Summary



250920232023404721

GRIPS Payment Details

GRIPS Payment ID:	250920232023404721	Payment Init. Date:	25/09/2023 18:33:32
Total Amount:	70099	No of GRN:	1
Bank/Gateway:	HDFC Bank	Payment Mode:	Online Payment
BRN:	129249429	BRN Date:	25/09/2023 18:34:50
Payment Status:	Successful	Payment Init. From:	GRIPS Portal

Depositor Details

Depositor's Name: VISHAL GARG
Mobile: 9836621880

Payment/GRN Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240234047221	Directorate of Registration & Stamp Revenue	70099
Total			70099

IN WORDS: SEVENTY THOUSAND NINETY NINE ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.



BETWEEN

MR. PRIYAM CHOWDHURY (PAN : AHUPC9056B) son of Late Kalpataru Chowdhury by faith Hindu, occupation Business, residing at CL-210, Sector-2, CK Market, Salt lake, Bidhannagar, District-North 24 Parganas, WestBengal-700091, and **MR. PRITAM CHOWDHURY (PAN : AINPC9710C)**, son of Late Kalpataru Chowdhury, by faith Hindu, occupation Business, residing at CL-210, Sector-2, CK Market, Salt lake, Bidhannagar, District-North 24 Parganas, WestBengal-700091, hereinafter jointly 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, executors, administrators, legal representatives and assigns) of the **ONE PART**.

AND

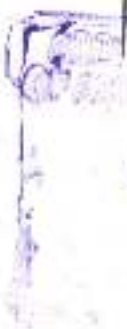
KVK CONSTRUCTIONS LLP. (PAN : AANFK9677Q), a Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act, 2008 and having its registered office at 9/12, Lal Bazar Street, 3rd Floor, Room No. 3049B, Kolkata-700001, P.O.-G.P.O., P.S.-Hare Street, represented by its Partner, **SRI KARAN KOCHAR (PAN : ALMPK8040M)**, son of Jagat Kochar, residing at 82, Ultadanga Main Road, Ultadanga Rail Station, Segment - II, Flat No. 13B, Natural View, Kolkata-700067, hereinafter referred to as the **DEVELOPER** (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include past or present partners, and/or persons to be inducted as partners and their respective heirs, successor, executors administrators, legal representatives) of the **OTHER PART**.

PART-I # DEFINITIONS AND INTERPRETATION:

1. **DEFINITIONS:** In this agreement unless there be something contrary or repugnant to the subject or context:

"Appropriate Authority" shall according to the context mean any government, semi government, judicial, quasi judicial and/or local authority or body or service provider connected with the sanctioning or approval of the Building Plans and giving permissions, no objections, clearances and other certificates in several matters referred to herein. Appropriate Authority shall also mean such authority and/or competent body from which all statutory compliances, permissions and No Objections are to be obtained in order to cause development of and over the First Schedule Property.

"Architect" shall mean such Architect who may be from time to time appointed by Developer for the Building Complex.



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"Building Complex" shall mean the said Property and the New Building to be constructed thereon and include all Transferable Areas therein and also include the Common Areas and Installations.

"Building Plans" shall mean the Building Permit and/or Plans issued and sanctioned by any Appropriate Authority for construction of New Building at said Property and shall include all modifications and/or additions and/or alterations thereto made in terms hereof as also all extensions and / or renewals thereof.

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

"Common Expenses" shall mean and include all expenses to be incurred for the management maintenance upkeep and administering of the New Building and the said Property and in particular the Common areas and Installations and rendition of services in common to the Transferees therein and other Common Purposes.

"Developer's Allocation" shall mean all Transferable Areas and all other areas spaces and rights, save and except the Owner's Allocation, in the Building Complex and the said Premises, including all Parking Spaces / Rights, **together with** remaining undivided proportionate share in the land of the said premises and also the undivided proportionate share in the Common Areas and Installations, on, over and with regard to the First Schedule Property.

"Developer's Named Representative" shall, unless changed by intimation in writing given by the Developer to the Owner hereafter shall mean **SRI KARAN KOCHAR** son of Sri Jagat Kochar, or in his absence Sri Kunal Kochar son of Sri Jagat Kochar who will be the Developer's authorized representative and all written communications made by or with him shall bind the Developer.

"Owner Allocation" shall mean all Transferable Areas and all other areas spaces and rights, save and except the Developer's Allocation, in the Building Complex and the said Premises, including all Parking Spaces/Rights, **together with** remaining undivided proportionate

share in the land of the said premises and also the undivided proportionate share in the Common Areas and Installations, on, over and with regard to the First Schedule Property.

"Owner's Named Representative" shall, unless changed by intimation in writing given by the Owner to the Developer hereafter shall mean **MR. PRIYAM CHOWDHURY** and **MR. PRITAM CHOWDHURY** both sons of Late Kalpataru Chowdhury or in their absence Mr. Rana Das son of Mr. Ratan Das who will be the Owner's authorized representative and all written communication made by or with him shall bind the Owner.

"Encumbrances" shall include but not limited to mortgages, charges, liens, hypothecations, lispendens, attachments, leases, tenancies, thika tenancies, alignment, occupancy rights, uses, debutters, trusts, wakf, acquisition, requisition, vesting, claims, demands and liabilities whatsoever or howsoever, on, over and with regard to the First Schedule Property.

"Force Majeure" shall mean the events and reasons specified below, resulting in delay in compliance of the obligations of the parties hereunder or arising out herefrom, i.e. to say :

- i. Fire, Flood, Earthquake, storm, lightning causing damage to the New Building or such other unforeseen natural calamities;
- ii. Riots, civil commotion and disturbances, insurgency, enemy action or war;
- iii. Non determination of appropriate authority having jurisdiction and functioning for according of sanction to building plans.
- iv. Injunctions/orders of any government, municipality, panchayet and other Appropriate Authorities restraining the construction of the New Building at the said Property;
- v. Covid-19 or any other pandemic which cause importation of total closure of all essential services.
- vi. Injunctions/restraint orders from any Court or Tribunal restraining the construction of the New Building at the said Property or any litigation which may affect the title of the said Property;

Provided That no reason shall be force majeure if the same is directly or indirectly attributable to any negligence or willful act or omission of the concerned party.

"New Building or Building/s" shall mean the building or buildings and other structures to be constructed at the said Property in pursuance hereof.

"said Premises/Property" shall mean the land comprised in several R.S. Dag numbers in several R.S. Khatian numbers as mentioned hereinafter, in the District of North 24 Parganas, (morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written).

"Proportionate" with its grammatical variation, in relation to any Unit shall mean the proportion which the built-up area of the concerned Unit bears to the built-up area of all the Units in the New Building.

"Security Deposit" shall mean the amount to be deposited by the Developer with the Owner for the purposes as hereinafter stated to be returned without interest and/or adjusted from the Owner allocation as per discretion of the respective Owner in terms of **clauses and sub-clauses**.

"Specifications" shall mean the specifications and/or materials to be used for construction of the New Building as mentioned in the **FOURTH SCHEDULE** hereunder written and in case of non-availability of the prescribed materials as mentioned in Forth Schedule, materials superior than whatever is mentioned to be used.

"Transfer" shall include transfer by sale or lease and/or by any other lawful means adopted to alienate or part with possession of the Transferable Areas or any part or share thereof.

"Transferable Areas" shall include Units, open and covered Parking Spaces and all other constructed and open areas thereat and all other properties, benefits rights and/or privileges at the Building Complex capable of being commercially exploited or transferred for consideration in any manner including by adding to the chargeable super built-up area or otherwise.

"Transferees" shall mean and include all such persons company, firm, body, corporate organization etc to whom any Transferable Areas are lawfully transferred or agreed to be so done.

"Units" shall mean all the saleable spaces and/or constructed areas in the building complex be it flats, apartments, spaces, covered spaces or the like for use as residence, or any other purpose capable of being independently and exclusively held used occupied and enjoyed by any person and shall include the open terrace if any attached to any unit.

"Parking Spaces" shall mean the spaces in the ground floor (and the basement, if any) of the new Building and also at the open space at the ground level in the said Property developed and built, by the Developer for parking of motor cars and other vehicle therein or thereat by the Owner, Developer and transferees (if they purchase) and parking space shall also include any Mechanized Parking System if erected or installed by the Developer at any part of the said Property, to be used by the above.

"Built-up Area" in respect of any unit shall mean the plinth area of such unit and include, interalia, the area of the balconies (if any) attached thereto, the thickness of the external and internal walls thereof and the columns therein **PROVIDED THAT** if any walls or column be common between two units then only one-half of the area under such walls or column be included in each such unit.

"Real Estate Laws" shall mean the Real Estate (Regulation and Development) Act, 2016 as applicable to West Bengal and include the amendments and substitutes thereof and also all rules, regulations and byelaws in respect thereof.

"Completion of Building" shall mean, imply and include not only completion of development and construction of building over, on and in respect of the First Schedule Property in respect of all the flats, units, saleable areas and the entire First Schedule Property. respect of the New Building or part thereof the developer shall obtaining of the Complete Certificate from the within the stipulated period mentioned in this agreement at its own cost and expenses.

2. INTERPRETATION:

- a) Reference to any Clause shall mean such Clause of this Agreement and include any sub-clauses thereof. Reference to any Schedule shall mean such Schedule to this deed and include any parts of such Schedule;
- b) Words of any gender are deemed to include those of the other gender;

- c) Words using the singular or plural number also include the plural or singular number, respectively;
- d) The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified Parts and Clauses of this Agreement, as the case may be;
- e) Reference to the word "include" shall be construed without limitation;
- f) The Schedules/Annexure and recitals hereto shall constitute an integral part of this Agreement and any breach of the stipulations contained in the Schedule shall be deemed to be a breach of this Agreement;
- g) Reference to a document, instrument or agreement (including, without limitation, this Agreement) is a reference to any such document, instrument or agreement as modified, amended, varied, supplemented or novated from time to time in accordance with the provisions; and
- h) Where any act is prohibited by the terms of this Agreement, none of the Parties will knowingly permit or omit to do anything, which will allow that act to be done;
- i) Where any notice, consent, approval, permission or certificate is required to be given by any party to this Agreement such notice, consent, approval, permission or certificate must (except where otherwise expressly specified), be in writing.

PART-II # RECITALS AND REPRESENTATIONS:

1. **OWNERHIP AND INTENT:** The Owner is the sole and absolute Owner of the Subject Property. Upon mutual discussions and negotiations between the parties, it was agreed and decided by and between them that the Owner would appoint Developer hereto as the Developer and grant to the Developer the sole and exclusive rights and authorities for causing to be developed the Building Complex at the Subject Property and the Owner would provide to the Developer the Subject Property with clear marketable title and the Developer would construct or cause to be constructed the Building Complex and would have the right to Transfer the Transferable Areas therein in the manner herein stated and to be entitled to the Developer's Allocation and other rights as morefully hereinafter contained; and further in consideration of the obligations, covenants, terms and conditions contained herein and on the part of the Owner to be observed, fulfilled and complied with, the Developer has agreed to the same on the terms and conditions hereinafter contained.

- 1.1. **OWNER' REPRESENTATIONS :** The Owner made the following several representations and assurances to the Developer which have been completely relied upon and believed to be true and correct by the Developer for the purpose of entering upon this Agreement and the transaction envisaged herein:
 - 1.1.1 The Owner are the sole and absolute Owner of the Subject Property;
 - 1.1.2 The Owner has good marketable title in respect of the Subject Property. The facts about the Owner deriving title to the respective portions and shares in the Subject Property as represented by the Owner are set out in the **SIXTH SCHEDULE** hereto and the same are all true and correct.
 - 1.1.3 That all original documents of title in respect of the Subject Property are in the custody of the Owner and Owner will hand over the same to the Developer on execution of this Agreement;
 - 1.1.4 There is no difficulty in the compliance of the obligations of the Owner hereunder.
- 1.2. **DEVELOPER'S REPRESENTATION:** The Developer made the following several representations and assurances to the Owner which have been completely relied upon and believed to be true and correct by the Owner for the purpose of entering upon this Agreement and the transaction envisaged herein:
 - 1.2.1 The Developer is a reputed real estate developer engaged, inter alia in undertaking or causing development of real estate in and around Kolkata by undertaking construction of various multistoried Building;
 - 1.2.2 There is no impediment, obstruction, restriction or prohibition in the Developer entering upon this Agreement and/or in developing the Subject Property in terms hereof;
 - 1.2.3 There is no difficulty in the compliance of the obligations of the Developer hereunder;
 - 1.2.4 The Developer has physically inspected and surveyed the said property. The Developer has satisfied about the physical condition of the said property.
 - 1.2.5 The Developer shall undertake and complete the development in the manner and as envisaged herein.
 - 1.2.6 The Developer has adequate financial resources at its command to undertake development of the said premises and has assured the Owner that the said project will not suffer because of lack of funds.
- 1.3. Each of the parties hereto do hereby represent to each other as follows:-

- 1.3.1 The Developer shall incur all costs, charges and expenses whatsoever for development of the said property as agreed to under the terms of this agreement, and conditions hereinafter appearing, including but not limited to costs charges fees expenses etc. for survey, sanction, construction, landscaping and completion, building elevation and common area interior and to complete in all respect a good quality apartment with all facilities and amenities all as mentioned under this agreement and the Owner shall not be put to any expense cost or charge whatsoever in respect thereof unless the same is expressly and categorically mentioned in this agreement
- 1.4. **RECORDING INTO WRITING:** The parties are now entering upon this Agreement to record into writing all the terms and conditions agreed between them in connection with the development of the Subject Property and the Transfer and administration of the Building Complex and the respective rights and obligations of the parties in respect of the same as hereinafter contained.

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

2. DEVELOPMENT AND CONSTRUCTION:

- 2.1. In the premises aforesaid, the Owner doth hereby provide and deliver the possession of the Subject Property exclusively for the purpose of the Project and the Owner and the Developer have agreed to get the Subject Property exclusively developed by the Developer, for the Project and hereby create and grant to the Developer an interest in the Subject Property with the exclusive rights and authority to develop or cause to be developed the Subject Property as a Building Complex and to Transfer the Transferable Areas therein in the manner herein stated and to be entitled to the Developer's Allocation and other rights as morefully hereinafter contained and further in consideration of the obligations, covenants, terms and conditions contained herein and on the part of the Owner to be observed, fulfilled and complied with, the Developer has agreed to the same and in consideration thereof the Developer shall carry out the development of the Project and deliver the Owner's Allocation unsold allocated area of the Owner in terms hereof and on the terms and conditions hereinafter contained.
- 2.2. With effect from the date of execution hereof, the Developer shall have the sole and exclusive rights, authorities and entitlements(a) to develop and construct or cause to be developed and constructed the Building Complex at the Subject Property in the manner as agreed with the Owner hereunder and (b) to administer the entire Building Complex in the manner and until the period as morefully contained herein and (c)

Transfer the Transferable Areas in the manner herein stated and (d) the Developer's Allocation and (e) entirety of the Extras and Deposits and (f) all other properties benefits and rights hereby agreed to be granted to the Developer or to which the Developer is entitled hereunder and the Owner shall be entitled (a) to the Owner's Allocation and (b) all other properties benefits and rights hereby agreed to be granted to the Owner or to which the Owner is entitled hereunder and subject to the terms and conditions hereinafter contained.

- 2.3. The Owner agrees to Transfer the Shares in land attributable to the Transferable Areas comprised in the Building Complex in favour of the concerned Transferees and the consideration for the same shall be the Owner's Realization Share.
- 2.4. Except in accordance with any specific terms and conditions mentioned elsewhere in this Agreement, this Agreement or any connected contracts, agency and/or powers shall not be cancelled or revoked by the Parties under any circumstances.
- 2.5. The Building Complex shall be constructed and completed by the Developer in the manner and as per the Building Plans and Specifications herein agreed to at the Developer's cost.

3. POSSESSION:

- 3.1. The Owner upon execution of this Agreement had handed over vacant possession to the Developer of the Said Property and place its security guards, carry out all development activity for the development of the project including but not limited to installing hoardings within and outside the subject land, give newspaper/media/advertisement/announcements/notices, cause survey, soil testing, and preparation of plans etc. construction and development of the said Project and jointly sale the same.

4. TITLE DEEDS:

- 4.1. Title Deeds shall include documents, instruments, orders, cause papers, etc., in respect of or evidencing ownership of the Owner and those forming part of the chain of title.
- 4.2. All original documents of title (including those mentioned in Annexure B hereto) relating to the Subject Property shall be kept in safe custody of the Developer. Such originals shall, at the request of the Developer, be delivered to the Bank and/or Financial Institution in case Developer desire to take construction loan after sanction of the building plan and the Owner shall cause and ensure execution of necessary document at the request of the Developer.

- 4.3. The Owner and the Developer shall be entitled from time to time and at all times to produce, give copies and extracts of and from the said original documents of title before government and semi government bodies and authorities, municipal and land authorities, local authorities, statutory bodies, courts, tribunals, judicial and quasi judicial forums, service providers, buyers/transferees of their respective areas in the Building Complex and banks and financial institutions providing finance to the Developer and buyers/ transferees and other persons and authorities as may be required.
- 4.4. Both parties shall ensure that the original title deeds are not used for any purpose other than for the Project and as agreed and permitted under this Agreement and the Developer shall ensure that the original documents are handed back to the Owner if deposited with the Bank or Financial Institution in the event of any termination of this Agreement and upon refund of the Security Deposit and compliance of other obligations and liabilities of the Owner hereunder including settlement of dues and claims of the Developer in terms hereof.
- 4.5. The Developer shall not claim or exercise any lien or right over and in respect of the documents of title relating to the Subject Property and shall not cause the title deeds to be used in any manner for the purpose of obtaining any loan which may affect the Owner's Realization Share or the Owner's allocation share if so allocated. The Developer can mortgage as to avail construction loan.
- 4.6. Upon completion of the Project and formation of the Association of Co-Owner thereof, the original title deeds of the Subject Property shall be delivered to the Association against proper receipts and acknowledgments thereof.

5. PLANNING:

- 5.1. The entire planning and layout for the development of the Subject Property shall be done by the Developer and the same will be shared with the Owner. In case there is any clarification/ suggestion by the Owner, the same will be dealt with in terms hereof and including, inter alia, on the following:-
 - 5.1.1 The planning of the Building Complex and all decision relating to same including on one or more New Building, uses, and the size and height thereof;
 - 5.1.2 The number and area of Units in one or more New Building and other portions of the Subject Property;

- 5.1.3 The identification and demarcation of portions of the Subject Property and/or the New Building thereon for the different uses including residential / commercial ;
- 5.1.4 Club/activity centre, if any and to the extent planned, for the Transferees and/or others and the composition, specifications, equipments, installations, services and facilities

6. SURVEY, MUTATION, SANCTION AND MODIFICATION OF BUILDING PLANS:

- 6.1. **SURVEY AND SOIL TEST:** With effect from the date of execution hereof the Developer shall be entitled at its own costs to cause survey and soil testing work at the Subject Property and other preparatory works relating to the sanction of plans for the New Building.
- 6.2. **BUILDING PLANS PREPARATION & SANCTION:**
- 6.3. The Developer shall at its own cost and expenses cause to be prepared the proposed building plans within three months hereof and send a copy of the same to the Owners Named Representative. The Developer may obtain one or more building plans or modified or revised plan in respect of the Subject Property as it may deem fit and proper and as the laws permit.
- 6.4. The Developer shall be at liberty (and not obliged) to apply for additional FAR on account of Green Building/Metro Corridor and include the same in the planning and preparation of Building Plans or in any modifications or alterations thereof. Any such inclusion shall be subject to sanction by the Appropriate Authorities. The additional fees and charges payable appropriate authority to sanction extra FAR on account of Green Building (sanction fee) shall be borne and paid by the Developer. The construction cost for extra FAR shall be borne and paid by the Developer.
- 6.5. The Developer shall finalise submit the plan for sanction to the appropriate Authorities after receiving clearances for fire, and other Appropriate Authorities. In case of planning for sanction on the basis of Green Building norms, the time required for obtaining the clearance of any appropriate authority shall also be added to the time for submission of plan for sanction.

The Developer shall be entitled from time to time to cause modifications and alterations to the Building plans in such manner and to such extent as the Developer may, deem fit and proper. All fees, costs, charges and expenses in respect of such modifications and alterations shall be borne and paid by the Developer, subject to prior information to the owners.

- 6.6. **SIGNATURE AND SUBMISSION:** The Owners shall sign, execute, submit and deliver all applications, undertaking, declaration, affidavit, plans, letters and other documents and do all acts deeds and things as may be required by the Developer in connection with the obtaining of sanctions and approvals required to be obtained by the Developer for commencing or carrying out the developments and constructions at the Subject Property.

7. CONSTRUCTION OF THE BUILDING COMPLEX:

- 7.1. **CONSTRUCTION:** The Developer shall construct and build the Building Complex at the Subject Property in accordance with the Building Plans and to do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules of the Appropriate Authority in force at the relevant time. The Owners or any other person authorized by the Owners shall be allowed to inspect the construction and development activity during the normal working hours and give suggestion to the Developer.
- 7.1.1 With effect from the date of execution hereof, the Developer shall be free to set up site office, put up the hoardings/boards, bring out brochures and commence the preparatory works for marketing of the proposed Building Complex at the Developer's cost.
- 7.1.2 The Developer shall be entitled to display its brand in the board/hoardings at the site of the Subject Property at any time after execution of this Agreement.
- 7.1.3 The name/names of the Building/buildings and the Complex shall carry the brand of the developer and the name/names will be such as be decided by the Developer and owners.
- 7.2. **SPECIFICATION AND QUALITY:** The Developer shall construct erect and complete the Building Complex in a good and workman like manner with good quality of materials and shall construct and finish the same.
- 7.3. **UTILITIES:** The Developer shall apply for and obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from all Appropriate Authorities and service providers, at its own cost.
- 7.4. **REAL ESTATE LAWS:** The Developer shall comply with all necessary requirements under the Real Estate Laws and required to be complied for development of a building complex. The Owners shall co-operate and assist the Developer in respect thereof and shall also comply with all necessary requirements under the Real Estate Laws required to be

- complied with by a landowner and/or as and being the Owners hereunder, at the cost of the Developer.
- 7.5. **COMMON AREAS AND INSTALLATIONS:** The Developer shall erect and install the necessary Common Areas and Installations on a phase wise basis providing for passages, pathways and driveways for ingress and egress by users of the Subject Property as developed from time to time; electricity, drainage and sewerage and water connections with necessary constructions and equipments therefor; lifts/staircases/elevators wherever applicable in the New Building; any other area, installation or facility that the Developer may provide at the Subject Property.
- 7.5.1 The Developer shall be entitled to erect, install and/or operationalize the Common Areas and Installations for the Building Complex in phases and gradually and until completion of the Building Complex, to allow or permit only provisional and/or partial use of any of the Common Areas and Installations and also to impose restrictions and conditions for the use of the Common Areas and Installations and to charge, demand, receive or realize any Extras or Deposits in connection with any Common Areas and Installations and provide for separate entrances for different areas/uses and provide for segregation of Common Areas and Installations for different spaces/Transferees save and except from the Owners and Developer whose right in all Common Areas and Installations shall remain free and perpetual till they hold any allocation.
- 7.6. **CALCULATION OF AREAS:** The carpet area shall be as per applicable Real Estate Laws and the built-up and super built-up area in respect of all the Units and other Transferable Areas in the Building Complex shall be such as be determined by the Developer.
- 7.7. **CLEARANCES :** The Developer at its own cost shall be authorised and empowered in its own name and also in the name of the Owner, insofar as may be necessary, to apply for and obtain all permissions, approvals and clearances from any authority whether local, state or central for the construction of the Building Complex and also to sign and execute all plans sketches papers and applications and get the same submitted to and sanctioned by the appropriate authority or authorities from time to time for demolition, making additions and/or alterations, constructions and/or reconstructions on the Subject Property or any portion thereof and/or for obtaining any utilities and permissions.
- 7.8. **PROCUREMENT OF EQUIPMENTS & MATERIALS:** The Developer shall be entitled to procure at its own cost) all building and construction materials, fittings, fixtures, common installations etc. (viz. steel, cement, sand, bricks, lift, water pump, sanitary fittings etc.),

construction equipments and/or any type of machinery required (viz. crusher, mixer, tools etc.) for construction of the Building Complex and to return the same upon completion of the necessary works or if it is found to be defective or procured in excess. However, Owners in no circumstances will be liable for the same.

- 7.9. **TEAM:** The Architects and the entire team of people required for execution of the Building Complex shall be such person as may be selected and appointed by the Developer in its sole discretion. The Developer shall be entitled from time to time to appoint engineers, consultants, planners, advisors, designers, experts and other persons of its choice as may be necessary. The Developer shall also appoint engage and employ such contractors, sub-contractors, engineers, labourers, mistries, caretakers, guards and other staff and employees and at such remuneration and on such terms and conditions as be deemed necessary by the Developer and wherever required, to revoke such appointments from time to time or at any point of time. All persons employed by the Developer for the purpose of construction shall be the persons under appointment from and/or employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc.
- 7.10. **PHASES:** The construction work shall be carried out in phases as per the discretion of the Developer.
- 7.11. **AUTHORITY IN GENERAL:**
- 7.11.1 The Developer shall have all necessary authorities for undertaking and carrying out works for and incidental to the construction and completion of the Building Complex and obtaining inputs, utilities and facilities therein in terms hereof.
- 7.11.2 The Developer shall have all necessary authority to deal with the all the Appropriate Authorities and also local authority, Fire Brigade, the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, Pollution Control Authorities, B.L.& L.R.O., and other authorities under the West Bengal Land Reforms Act, Insurance Companies and authorities, Police Authorities, WBSEDCL Limited and also all other authorities and Government Departments and/or its officers and also all other State Executives Judicial or Quasi Judicial, Municipal, Gram Panchayat, Zilla Parisad and other authorities and persons in all manner and for all purposes connected with the development or Transfer of the Building Complex or anyway connected therewith.
- 7.11.3 To sign and execute all plans sketches papers and applications and get the same submitted to and sanctioned by the Appropriate Authority or authorities from time to time for demolition, making additions and/or

- alterations, constructions and/or reconstructions on the Subject Property or any portion thereof and/or for obtaining any utilities and permissions.
- 7.11.4 To use its own name as the Developer in respect of the Building Complex.
- 7.11.5 To supervise the construction work in respect of the Building Complex to be carried out in accordance with the Building Plans with all necessary and/or permissible and/or sanctionable additions or alterations and in accordance with all the applicable rules and regulations made by the Appropriate Authority in its own name.
- 7.11.6 To represent the Owners before all Appropriate Authorities and Government and also all electricity, water, drainage, sewerage, technology driven and other service providers.
- 7.11.7 To pay various fees, costs and charges to concerned authorities as may be necessary for the purpose of carrying out the development work on the Subject Property and to claim refund of such deposits so paid and to give valid and effectual receipts in connection with the refund of such deposits in its own name or in the name of the Owners or in the joint name, as may be required.
- 7.12. **CALCULATION OF PROPORTIONATE SHARE:** The proportionate share in land and in the Common Areas and Installations attributable to any Unit shall be determined by taking the ratio in which the carpet of such Unit bears to the total carpet area of all the Units for the time being to contain in the New Building Provided That insofar as proportionate share in the Common Areas and Installations of individual Building are concerned the same shall be determined by taking the ratio in which the carpet area of any Unit bears to the total carpet area of all the Units in the concerned building. The parties shall by mutual consent or if required by law, be entitled to vary the basis of determination of proportionate share as aforesaid.
- 7.13. **COMPLIANCE OF LAWS:** The Developer shall not violate any Municipal or other statutory rules and laws and always abide by and observe all the rules and procedures and practices usually followed in making construction of Building. The Owners shall not be responsible for any laches and/or lapses on the part of the Developer.
- 7.14. **TIME FOR CONSTRUCTION AND COSTS:**
- 7.14.1 **TIME:** Subject to the Owners not being in default in compliance of their major obligations hereunder and subject to Force Majeure:
- (i) the Developer shall construct the New Building within 18th months with a grace period of 6 (six) months (hereinafter referred to as "the

Grace Period") to be computed from the date of sanction of Building Plans and receipt of all clearances required for commencing construction from the Appropriate Authorities and registration of the project with Real Estate Authorities.

- 7.14.2 In addition to the above it is expressly agreed and provided that in case of there being any restrain order or injunction in relation to any dispute or litigation or claim pertaining to the Owners hip or title of the Project Land or any non-compliance of the obligation of the Owners, then until vacating such injunction or restrain order by the Owners the time for compliance of its obligations by the Developer shall not be counted and ipso facto stand added to the time granted to the Developer. This shall be without prejudice to the other rights and remedies of the Developer hereunder.
- 7.14.3 It is the responsibility of the Owners to defend and contest all the claims, suit, litigation relating to ownership and title of the said property and the Developer shall provide all possible co-operation required by the Owner in respect thereof. However, in case of any litigation or dispute by any third party concerning violations in the construction or development activity etc., possession encroachment trespassing (after this day) the Developer at its own cost and effort will resolve the same within the same time and on same manner and responsibility and liabilities as provided to the Owner herein.
- 7.14.4 **COSTS AND EXPENSES:** Unless otherwise expressly mentioned herein all costs and expenses for entire construction and completion of the Building Complex including sanctioning of plans (including fees of the Architects and all fees costs and charges payable for sanction, modification, alteration and/or revision of building plans), all costs of construction and development of the Subject Property in terms hereof shall be borne and paid by the Developer and the Owners shall not be required to pay or contribute any amount on such account.
- 7.15. **COMPLETION OF CONSTRUCTION:** The construction of New Building shall be deemed to have been completed if certified by the Competent Authority. The Developer will apply for Completion Certificate (CC) with the local authority or Govt. Agencies and ensure that it obtain at the earliest.
- 7.16. **POST CC:** After such Completion of Construction, the Developer shall complete all the works in respect of the project with common area and facilities including amongst other, the following:
- 7.17. **CO-OPERATION BY OWNER:** The Owners shall fully cooperate with and assist the Developer and shall sign execute register and deliver all papers, plans, affidavits, indemnities, undertakings, declarations,

powers etc., as may be required by the Developer therefor and do all acts deeds and things as may be required by the Developer therefor and also for the purposes herein contained.

8. TRANSFER AND MANNER:

- 8.1. **TRANSFER:** The Transfer of the Building Complex and all Transferable Areas therein shall be under the control and management of the Developer with minimum rates being finalized in consultation with the Owners. The parties shall Transfer the Transferable Areas to the Transferees wherein the proportionate undivided shares in the land attributable to the concerned Transferable Areas shall be Transferred or agreed to be Transferred by the Owners in the manner hereinafter provided and the constructed areas together with proportionate share and all other rights, title or interest shall be Transferred or agreed to be so done by the Developer and the Owners collectively in the manner hereinafter provided.
- 8.2. **MANNER OF TRANSFER:** The parties agree to the following terms and conditions in respect of the Transfer:-
- 8.2.1 **Authority of Developer:** The Developer shall have the sole and exclusive rights to conduct the day to day Transfer in respect of the Building Complex and all Transferable Areas therein but at the rates and subject to the conditions as the Owners and Developer have agreed under the following sub-clauses.
- 8.2.2 **Rate and Price for Transfer :** The minimum rates of booking shall be finalized by the Developer and intimate to the Owners within 7 days of the Building Plans being approved by the Municipal Building Committee. The Developer will not be entitled to book any Unit below this minimum rate unless mutually agreed to by the parties in writing. Thereafter from time to time Developer may revise the rate by mutual consent in writing.
- 8.2.3 **Publicity and Branding:** The Developer shall be entitled to advertise for the marketing of the Project and for Transfer of the Transferable Areas. The branding in respect of the Building Complex shall be done by the Developer using its/group name and brand and those of the marketing agents and other connected persons.
- 8.2.4 **Marketing Agents:** The Developer may select, appoint or discontinue the Marketing Agents, brokers, sub-brokers and other agents for marketing and for Transfer of the Transferable Areas of the Project at such charges and terms and conditions as they may deem fit and proper.

- 8.2.5 **Bookings and Allotments:** The Developer shall accept bookings and make allotments, in respect of any Unit, Parking Space or other Transferable Areas in favour of any Transferees and to cancel revoke or withdraw the same if the situation so warrants according to the Developer.
- 8.2.6 **Signature to Agreements and Deeds:** The agreements and final Transfer deeds or deeds relating to Transfer of the Units, Parking Spaces and other Transferable Areas shall be executed by the Developer and if so required by the Developer and by the Owners. The Developer shall be at liberty to sign the concerned agreement and/or Transfer deed on behalf of the Owners pursuant to the power of attorney to be conferred to it hereunder or in pursuance hereof.
- 8.3. The Developer shall deliver possession of the Transferable Areas directly to the Transferees thereof.
- 8.4. **ADVOCATES:** All documents of transfer or otherwise shall be such as be drafted by Advocate appointed by the Developer.
- 8.5. **MARKETING AND BROKERAGE COSTS:** The Developer may select, appoint or discontinue the Marketing Agents/brokers, sub-brokers and other agents for Transfer of the Transferable Areas at such charges and terms and conditions as they may deem fit and proper the cost and charges whereof be shared between the parties in accordance with their shares.
- 8.6. **INTEREST ETC., TO TRANSFEREES ETC.:** If any liability, interest, damage, refund or compensation is payable to any Transferee or other person relating to the Building Complex, otherwise than due to delay or default on the part of the Developer or the Owner in compliance of their respective obligations towards them in accordance with the agreements to be entered with the Transferees, the same shall be payable by the parties in the Agreed Ratio. If any liability, interest, damage or compensation is payable to any Transferee or other person relating to the Building Complex due to delay or default on the part of the Owner or its predecessors-in-title then the Owner shall bear and pay the same and if payable solely due to delay or default of the Developer, the same shall be borne and paid by the Developer.
- 8.7. **LOANS BY TRANSFEREES:** The Transferees shall be entitled to take housing loans for the purpose of acquiring specific Units and Transferable Areas launched from banks, institutions and entities granting such loans. The Owner and the Developer shall render necessary assistance and sign and deliver such documents, papers, consents etc. as may be required in this regard by such banks,

institutions and entities Provided That there is no monetary liability for repayment of such loans or interest upon them or any of them nor any charge or lien on the Subject Property except the Unit and appurtenances under Transfer and save those occasioned due to cancellation of the agreement with the Transferee.

9. SECURITY DEPOSIT:

9.1.1 The Developer duly deposited with the Owner a refundable sum of Rs.30,00,000/- (Rupees Thirty Lacs) only as and by way of Security Deposit (hereinafter referred to as "**Security Deposit**") which the Owner hereby admit and acknowledge.

9.1.2 Except as otherwise specifically provided herein, the said Security Deposit shall be interest free.

9.2. Refund of Security Deposit:

9.2.1 The said Security Deposit Amount shall be refunded by the Owner on completion of the Project or from the sale proceed of the Owner's Allocation and after deduction of any payables on behalf of the Developer borne by the owner for completion certificate from Government Agencies.

10. REALIZATIONS, EXTRAS AND DEPOSITS AND DISTRIBUTION:

10.1. The Owner shall be entitled to 42% (Forty Two percent) of the total Realizations and the Developer shall be entitled to (a) 58% (Fifty Eight percent) of the total Realizations and (b) the entirety of all Extras and Deposits and G.S.T.

10.2. MODUS OF DISTRIBUTION:

10.3. The Developer shall be entitled to receive the Realizations (including booking amounts, earnest money, part payments, consideration), Extras, Deposits and other amounts on any account receivable from the Transferees and other persons in respect of the Building Complex in the Account of the Developer to be operated under instruction of both by the Owner and Developer jointly as per escrow mandate (hereinafter referred to as "**the Special Escrow Account**"). All pass through charges, Extras and Deposits shall belong to the Developer alone. All amounts receivable on account of pass through charges shall be transferred in a separate Bank account of the Developer. All other Realizations, booking amount, part payment, Extras and Deposits shall be deposited in the Special Escrow Account to be operated as per joint written instruction of Owner and Developer. If purchaser paid by single payment including pass through charges in that event the pass through charges will be transferred to the Developer Account. There shall be standing instructions to the bank holding the Special Escrow Account

about transfer of the funds therein to the respective bank accounts of the Owner and the Developer as follows :

10.3.1 **THE ENTIRE EXTRAS AND Deposits** and Pass Through Charges brokerage and advertisement cost shall be transferred to a specified bank account of the Developer.

10.3.2 After disbursal of the amount of Extras and Deposits and Pass Through Charges as herein above, the following transactions shall simultaneously take place from the balance amount lying in the Separate Account: -

- (i) 58% (Fifty Eight percent) of the balance amount shall be remitted to a separate bank account of the Developer and belong to the Developer.
- (ii) Simultaneously 42% (Forty Two percent) of the said balance amount (after deduction if any) as mentioned above shall be remitted to the specified bank account of the Owners to belong to the Owners.
- (iii) The remittances to the parties hereunder shall be subject to Tax Deduction at Source (TDS) as applicable under the laws for the time being in force.

10.3.3 It is further clarified that the distribution as above shall be subject to the provisions of the laws for the time being in force including the Real Estate Laws and the distribution in the ratios above shall apply only to the amounts permitted to be withdrawn under such laws. The parties shall enter upon supplementary agreement/s in writing to give effect to the same which shall form part of this agreement for all intents and purposes.

10.4. **EXTRAS AND DEPOSITS :** All Extras and Deposits that may be agreed to be charged by the Developer directly from any Transferee shall be taken by the Developer exclusively and deposited in the said Separate Account. The Developer shall be free to add or alter the particulars of Extras and Deposits as mentioned in the **FIFTH SCHEDULE** hereunder written. The residue remaining with the Developer on account of Deposits shall upon formation of the Association in respect of the Building Complex be handed over to such Association by the Developer after adjusting the dues and arrears receivable by the Developer from the transferees.

10.5. **ACKNOWLEDGMENTS:** The Developer shall be and is hereby authorized to issue receipts on behalf of itself and the Owners for the amounts so received which shall fully bind both the Owners and the Developer.

- 10.6. **REPORTS:** The Developer shall send to the Owners monthly account statements in respect of debits and credits pertaining to Transfer of Transferable Areas relating to the accounts maintained by the Developer and the Separate Account as contemplated above.
- 10.7. **ERRORS AND OMISSIONS:** All payments made by the parties to each other shall be subject to any errors or omissions and the consequent accounting and settlement when detected.
- 10.8. **CONSEQUENCES OF CANCELLATION:** In case due to cancellation of any booking or agreements/contracts or any other reason, any part of the amount so received becomes refundable or payable to any Transferee, the Owners and the Developer shall refund and pay the same in the Agreed Ratio.
- 10.9. **ACCOUNTS:** The Developer shall maintain proper separate accounts pertaining to all the transactions relating to Transfer of the Building Complex received by the Developer in connection therewith. The Developer shall as soon as possible inform the booking of the flats and amount received from the intending purchasers by email.
- 10.10. **RECORDS AND INSPECTION:** The records of Transfer (including Marketing Costs) of the Complex shall be kept at the place of business of the Developer's office and the Developer shall not change the same without giving advance **15 (fifteen) days'** notice to the Owners in respect of the new place so fixed by the Developer. The Owners shall have at all times full and free access and liberty to inspect the records relating to transactions for Transfer of the Building Complex. For the purpose of accounting and settlement, the parties shall, if so required by the Developer or found necessary, make all necessary entries and adjustments in their respective books of accounts in respect of their respective shares arising from the Transfer of the Complex.
- 10.11. **FINAL ACCOUNTS:** After fulfillment of this Agreement or at such time as the parties mutually agree, the final accounts pertaining to the entire period of continuance of this Agreement shall be made and finalized by the parties.
- 10.12. **ACCEPTANCE OF ACCOUNTS:** The accounts as on any given date shall be deemed to be final and accepted (save for any errors or omissions on the face of the record) if no objection from any party is received in respect thereon within **45 (forty five) days** of such given date along with should be shared every month by the 7th unit wise of the entire project.
- 10.13. **ADDITIONAL BANK ACCOUNTS :** In case the Developer so requires, one or more additional bank accounts may be opened in the same or any other bank for which the signatory on behalf of the Owners shall

sign all and submit necessary documents and provide all necessary co-operation.

- 10.14. **FINALITY OF MODUS OF DISTRIBUTION:** The modus of distribution mentioned above shall not be challenged or disputed by the Owners or the Developer without the prior mutual written consent of the parties and in case the same is required to be changed, the principles contained herein shall be implemented unless any alternative modus mutually agreed to by and between the parties hereto.

11. **OWNER'S LIABILITIES TOWARDS EXTRAS AND DEPOSITS:** The Owners shall not be liable to make any contribution on account of Extras and Deposits in respect of the Transferable Areas that are agreed to be sold/transferred in as much as the same would be collected from the Transferees thereof. The Owners shall however pay the Extras and Deposits in respect of unsold areas falling to its share or at the same rates as the Transferees are liable to pay the same within 15 days of obtaining Completion Certificate from the date of Construction and, if applicable, simultaneously with the Owner taking possession of any unsold Owners' allocation allocated to it after C.C. or if the Owners' refuse/fails to take possession within 15 days of the Developer offering the Owners to take possession of the unsold Owners' allocation allocated to it.

12. **FORCE MAJEURE:**

- 12.1. Notwithstanding anything elsewhere to the contrary contained in this Agreement, the parties hereto shall not be considered to be in default in performance of the obligations or be liable for any obligation hereunder to the extent that the performance of the relative obligations are prevented by the existence of the force majeure as defined above and shall only be considered (a) act of God i.e., fire, draught, flood, earthquake, storm, lightening, pandemic, epidemic and other natural disasters (b) Explosions or air crashes (c) General Strike, Lockout, civil disturbances, curfew (d) Civil connection, in surgery, war or enemy act or terrorist act (e) change in law, Rules and Regulation, injunction, prohibitions or stay granted by Court of Law, Government (f) Non functioning of any existing or new Appropriate Authorities due to which development work of the project cannot commence or be carried or completed and time for performance shall remain suspended during the duration of the force majeure. Provided however notice of such force majeure is given to the other parties not later than 30 days thereof.

13. **DEFAULTS:**

- 13.1. **DEFAULTS OF DEVELOPER:** In case the Owners comply with and/or are ready and willing to carry out their obligations as stated herein

and without being prevented by any Force Majeure event Developer fails and/or neglects to carry out the Completion of Construction within the time periods (including grace periods) mentioned in this Agreement then and in that event, the Developer shall, without prejudice to any other payment or relief that the Owners are or shall be entitled to, be liable to compensate the Owners as mentioned herein) for such period as the default remains unremedied for 6 months and without affecting the obligation to pay as above if such period exceeds 6 months then, the Owner shall be entitled to take any one or more of the following recourses in any priority or order as the Owner shall deem fit and proper:

13.2.1 To sue the Developer for damages as well as for specific performance of the contract.

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

13.2. **LOSSES & DAMAGES:** If at any time hereafter it shall appear that any of the parties hereto has failed and/or neglected to carry out its obligations under this Agreement or to extend full cooperation agreed to be extended hereunder, then the party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all losses and damages suffered by them from the defaulting party without prejudice to its other rights hereunder.

13.3. **REFERENCE OF DISPUTES:** Except as stipulated hereinabove, this Agreement and contract shall not be cancelled by either party and the parties will refer to any disputes or differences between them to the Competent Civil Court having jurisdiction over the same.

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

13.5. **CHOICE OF REMEDIES:** It is clarified that the exercise of any one or more remedy by any party shall not be or constitute a bar for the exercise of any other remedy by the Parties at any time. Furthermore, the liability of the Parties to pay interest at the rate and in terms of the other Clauses of this agreement shall continue for the entire duration until payment/repayment of the entire dues irrespective of the exercise of the other remedies by the defaulting party and without affecting the other liabilities of the defaulting party hereunder.

14 **COMMON PURPOSES AND MAINTENANCE IN-CHARGE:**

14.1 **COMMON PURPOSES:** Each of the Owners and the Developer and all Transferees including Transferees of Contingent Residual Areas of the

Owners and the Developer shall be bound and obliged to pay the amounts and outgoings and comply with the rules, regulations, restrictions and conditions as may be framed by the Developer and adopted for or relating to the Common Purposes in respect of the Building Complex in consultation with the Owners' Named Representative. Furthermore, while dealing with and/or entering into any agreements and other documents of transfer of their respective allocations out of the Contingent Residual Areas or any part thereof, the Owners and the Developer shall respectively necessarily incorporate all common rules, regulations restrictions and conditions framed by the Developer and Owners.

14.2 **MAINTENANCE IN-CHARGE:**

- (i) The Developer in consultation with Owners shall form Maintenance Company and/or one or more Association for the Common Purposes of management and maintenance of the Building Complex and collection and disbursement of common expenses and till such time as the Association or Maintenance Company is formed and handed over the charge of administering the Common Purposes or such other time as the Developer may desire, the Developer or its nominee shall be in charge of the administration for the Common Purposes. It is expressly agreed and understood that so long as the Developer or their nominee be the Maintenance In-charge, the Owners and/or its nominees or transferees shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred.
- (ii) Until formation of the Association and handover of the charge of the Common Purposes or any aspect thereof to the Association, the Developer shall be free to appoint different agencies or organizations for any activities relating to Common Purposes at such consideration and on such terms and conditions as the Developer may deem fit and proper. All charges of such agencies and organizations shall be part of the Common Expenses;
- (iii) Notwithstanding any formation of Association or handover of charge to it, neither the Association nor the members thereof or any Transferee shall be entitled to frame any rule or regulation or decide any condition which may affect any right or privileges of the parties hereto.

15 **COVENANTS:**

15.1 The Owners do and each one of them doth hereby covenant with the Developer as follows:-

- (i) That each and every representation made by the Owners hereinabove are all true and correct and the Owners agree and covenant to perform each and every representation and covenant

and the failure in such performance or detection of any representation as false (partially or wholly) or incorrect or misleading shall amount to breach and default of the terms and conditions of this Agreement by the Owners and all consequences in respect thereof shall be for and to the account of and borne and paid by the Owners.

- (ii) All obligations of the Owners hereto shall be complied with by all of them and failure of any one of them shall be failure of all the Owners.
- (iii) That with effect from the date of execution hereof, the Owners shall neither deal with, transfer, let out or create any Encumbrance in respect of the Subject Property or any part thereof or any development to be made thereat save only to the extent permitted expressly hereunder.
- (iv) The Owners shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Developer.
- (v) That the Owners shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.
- (vi) That the Owners shall not cause any interference or hindrance in the sanction/ modification/alteration of Sanction Plans in terms hereof, construction and development at the Subject Property by the Developer and/or Transfer of the Transferable Areas as per the procedure laid down herein and not to do any act deed or thing whereby any right of the Developer hereunder may be affected.
- (vii) For all or any of the purposes contained in this Agreement, the Owners shall render all assistance and co-operation to the Developer and sign execute and submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time.
- (viii) The Owners shall not act in any manner which is detrimental to this Agreement or goes against the terms and conditions of this Agreement.

- (ix) **Authority of Owner' Named Representative:** Unless changed by the Owners hereafter and communicated to the Developer in writing, only the Owners' Named Representative shall be and is hereby authorized by the Owner to deal with the Developer in all matters involving the Project. The acts of the Owners' Named Representatives in all matters referred to herein shall bind the Owners, except that no notice of termination or revocation of this Agreement or the Power of Attorney can be issued by the Owners' Named Representatives in their own names but can be issued in the name of the Owners.

15.2 COVENANTS BY THE DEVELOPER: The Developer do hereby covenant with the Owners as follows:-

- (i) That each and every representation made by the Developer hereinabove are all true and correct and agrees and covenants to perform each and every representation.
 - (ii) The Developer doth hereby agree and covenant with the Owners not to do any act deed or thing whereby any right or obligation of the Owners hereunder may be affected or the Owners are prevented from making or proceeding with the compliance of the obligations of the Owners hereunder.
 - (iii) The Developer shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and shall not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.
 - (iv) The Developer shall be entitled to assign this Agreement or any part thereof as from the date hereof to any person other than its group company/companies without the prior consent in writing of the Owners.
 - (v) The Developer shall not act in any manner which is detrimental to this Agreement or goes against the terms and conditions of this Agreement.
- 15.3** The Developer shall be solely responsible to for any accident and/or mishap taking place while undertaking construction and completion of new building/s at the said premises.
- 15.4** The Developer shall not allow any person or persons to encroach nor permit any encroachment by any person and/or persons into or upon the Subject Property or any part or portion thereof.

- 15.5 The Developer shall not do or commit any act which may impose or confer upon the Owners any financial liability or obligation in respect of wrong done by the Developer at the said Premises.
- 15.6 Developer herein undertakes not to violate or contravene any of the Provisions applicable for construction of the said Project and shall not make any deviation in construction of the building/s for Residential/Commercial use with the Plan as might be sanctioned/ approved or to be sanctioned/ approved by the concern authority.
- 15.7 Till such time, the Developer makes over to the Owners' Allocation in the new building and complex, the Developer shall hold the same in trust for the Owners and shall not in anyway deal with, encumber, alienate or part with possession of the same.

16 GST AND TDS ETC.:

- 16.1 The parties shall respectively discharge statutory compliances in respect of TDS or Income Tax related compliances. The Developer will be solely responsible for Goods and Service Tax in respect of entire project except in respect of allocation of unsold areas to the Owners. The Developer undertakes to pay regularly the G.S.T. and comply with all the rules and regulations thereof. If there be any statutory requirement which obliges the Owners to register or pay, then the Owners shall comply with same. Within 7th of every month all GST and TDS payments have to be updated along with the unit wise break ups.
- 16.2 The Owners will bear the Pass Through Charges or any other tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force pertaining to the Owners' Allocation, if and as applicable for unsold areas. The Owners shall also be liable to pay the payable Pass Through Charges on 15% of unsold areas lying on the date of Completion Certificate or any other date as per the laws for the time being in force and also if applicable on its share or portion of the Contingent Residual Areas.

17 POWERS OF ATTORNEY AND OTHER POWERS:

- 17.1 The Owners will with the execution of these presents execute and/or register one or more Power or Powers of Attorney in favour of the Developer and/or its authorized representatives granting all necessary powers and authorities with regard to the purposes provided in this Agreement or arising herefrom including for preparation/sanction/modification/alteration of Building Plans, construction and development of the Subject Property and for all temporary/permanent utilities thereat, sale or otherwise transfer of the Transferable Areas

and shares in land attributable to any Transferable Areas including the separately allocable areas of the Developer, and if owner agree all share right title and interest of the Owners in the Building Complex, other than any portion of the Owners in Contingent Residual Areas and also otherwise under this Agreement and agree not to modify or alter the same and such power shall subsist during the subsistence of this Agreement. If any further powers or authorities be required by the Developer at any time for or relating to the purposes mentioned above, the Owners shall grant the same to the Developer and/or its authorized representatives.

- 17.2 While exercising the powers and authorities under the Power or Powers of Attorney to be granted by the Owners in terms hereof, the Developer shall not do any such act, deed, matter or thing which would in any way infringe on the rights of the Owners and/or go against the spirit of this Agreement.
- 17.3 It is clarified that nothing contained in the Power or Powers of Attorney to be so granted shall in any way absolve the Owners from complying with their obligations hereunder nor from compensating the Developer against any loss or damage, if any, that may be suffered by the Developer owing to delay or default in such compliance of their obligations.
- 17.4 The Power or Powers of Attorney shall form a part of this Agreement and shall subsist during the subsistence of this Agreement.
- 17.5 It is understood that to facilitate the construction and Transfer of the Building Complex, various acts deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owners shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer if required.

18 GENERAL:

PROPERTY TAXES AND OUTGOINGS: On or before this day the Owners will pay and clear all the arrears rates, taxes and outgoings upon construction of the Building Complex, the Developer shall pay all municipal Taxes / BLRO khazna etc, till the date of CC / OC

Thereafter all taxes and outgoings in respect thereof shall be borne paid and discharged by the Transferees and for non alienated areas therein by the parties hereto for their respective allocation and otherwise proportionately.

DEATH OR INCAPACITY: Notwithstanding any subsequent death or incapability etc., of any individual constituent of the Owners or Developer, this Agreement and the powers to be executed in pursuance here of shall remain valid and effective and automatically bind all the heirs, executors, administrators, legal representatives of such constituent of the Owners and Developer as if they were parties hereto and/or to the said power.

- 18.1 **MERGER/DEMERGER:** It is further expressly clarified that notwithstanding any conversion, amalgamation, etc., of the Developer, this Agreement as well as the Power/s of Attorney to be executed by the parties in pursuance hereof, shall remain valid and effective and automatically bind all the successors or successors-in-office of the parties.
- 18.2 **LOANS & FINANCES:** The Owners do and each one of them doth hereby also agree and permit the Developer to obtain loans or finances in respect of construction of the Building Complex after sanction of the building plan and also to get the Building Complex at the Subject Property approved from Banks and/or the Financial Institutions, NBFC, REITS etc. to enable the persons interested in acquiring and owning Units, Parking Spaces and other constructed areas or saleable spaces comprised in the Building Complex to take loans from any such Banks or Financial Institutions or NBFC or REITS. The loans and advances taken by the Developer shall be without however creating any financial obligation or any other liability whatsoever upon the Owners and without creating any charge or lien on the Owner's Realization Share or Owner's Allocation of areas if so done by then. Such loans and finances may be taken by the Developer phase-wise and the Developer's Realization Share and the land of the Subject Property may be mortgaged or given security of by the Developer including by deposit of original documents of title with the lender. The Owners agree from time to time to provide consents, confirmations and no objections or other documents as may be required for such mortgage or charge and also agree to sign necessary loan and other agreements and power of attorney with the bankers or financiers in connection with the above Provided That the Owners shall not be liable in any manner for repayment thereof or any consequence of default in such repayment or without effecting Owners' allocation of unsold areas if so done. In case owing to any loans or finances obtained by the Developer, the Owners

suffer any losses or damages due to any non repayment, delay in repayment by the Developer or due to any other consequence of delay or default of the Developer in respect of its obligations in respect of any such loan or liability whatsoever, the Developer shall indemnify and keep the Owners saved harmless and indemnified in respect thereof and Developer undertakes to compensate from the Developer's allocation share if required.

- 18.3 **INDEMNITY BY OWNER:** At all times hereafter the Owner hereto shall indemnify and agree to keep the Developer, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Developer and arising due to any representation of the Owners being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Owners.
- 18.4 **INDEMNITY BY DEVELOPER:** At all times hereafter the Developer hereto shall indemnify and agree to keep the Owners, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Owners and arising due to any representation of the Developer being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Developer.
- 18.5 **NO PARTNERSHIP OR AOP:** The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 18.6 **WAIVERS:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights nor shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a future occasion.
- 18.7 **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, correspondence and agreements between the Parties, written, oral or implied.

- 18.8 **PART UNENFORCEABILITY:** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.
- 18.9 **MODIFICATIONS:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by the Owner and the Developer.
- 18.10 **EXECUTION IN DUPLICATE:** This Agreement is being executed in duplicate, one copy each whereof shall be retained by each party and each copy whereof shall be deemed to be the original.

19 ACQUISITION AND REQUISITION:

- 19.1. That owners herein, declare that the property is free from all sorts of encumbrances and the owners herein till date has not received any kind of notice for acquisition and requisition from any Governmental Authority. The Owners are not holding any excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- 20 In case the Subject Property and/or any portion thereof is acquired or is requisitioned by the Government or any other Appropriate Authorities hereafter but before commencement of construction of the New Building, then in that event the parties shall contest and challenge such acquisition. If however, acquisition or requisition becomes inevitable, then the Owners shall forthwith refund the entire Security Deposit and all other amounts paid or incurred by the Developer in connection with the Subject Property together with interest @12% per annum on the security deposit and entire such refundable/payable amounts accruing from the date of being paid or incurred by the Developer and subject to such refund and payment with interest by the Owner to the Developer the Owners shall be entitled to the entire compensation arising therefrom. The compensation received/ receivable by the Owners shall be charged towards the amounts receivable or recoverable by the Developer. Except as contained hereto, in case the Subject Property and/or any portion thereof is acquired or is

requisitioned by the Government or any other Appropriate Authorities hereafter after commencement of construction but before Completion of Construction of the New Building and issuance of Completion Certificate thereof by the Architect, then in that event the parties shall contest and challenge such acquisition. If however, acquisition or requisition becomes inevitable, then the Developer shall have the following options: **Either** to exclude the portion or portions as may be the subject matter of such acquisition or requisition from being part of the Subject Property and to continue the Project in the balance portion. In case of any such exclusion, the Subject Property shall be varied correspondingly and the Owners' Allocation and Developer's allocation shall be varied pro-rata. In case of such acquisition and requisition The Developer is also entitled to receive 85% of the compensation amount and the proportionate unadjusted deposits and all costs and expenses paid or to be paid in respect of the requisition/acquisition of the Subject Property (without any interest) and the balance shall exclusively belong to the Owners.

- 21 NOTICES:** Except as otherwise specifically mentioned herein, all notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th day from the date of dispatch of such notice by prepaid registered post with acknowledgement due at the address of the other party mentioned hereinabove or subsequently notified in writing and irrespective of any change of address or return of the cover sent by registered speed post without the same being served. Notice to Owners as well as Developer shall always be deemed to be a sufficient notice to Owners and Developer herein. None of the parties shall be entitled to raise any objection as to service of the notice deemed to have been served as aforesaid. A copy of any notice sent by any party to the other party shall also be sent by email. For the purpose of this clause the email id of the Owners for the Developer.

- 22 RECONCILLATION:** In case there arises any dispute or difference between the parties, the same shall at first be attempted to be reconciled through the process of mediation and each party shall provide its best efforts in such reconciliation.

- 22.1 If any dispute or difference is not reconciled through mediation as aforesaid, then all such disputes or differences between the parties hereto regarding the constructions or interpretation of any of the terms and conditions herein contained or touching these presents and/ or the Subject Property or determination of any liability shall be referred to competent Civil Court having jurisdiction.

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

THE FIRST SCHEDULE ABOVE REFERRED TO:
(said property) The Subject matter of development

ALL THAT the piece and parcel of land measuring about 7 Cottahs 11 Chittacks 30 Sq.ft be the same a little more or less comprised in Mouza: Mahisbathan, J.L. No. 18, R.S. No. 203, Touzi No. 145, appertaining to Dag No. 332 corresponding to R.S. Dag No. 329 under Khatian No. 282 corresponding to present Khatian No.s 2456 and 2458 under Police Station: Rajarhat, District: North 24 Parganas hereto and border butted and bounded by-

- | | |
|------------------------|-------------------------|
| ON THE NORTH BY | - By Aarushi Apartment |
| ON THE EAST BY | - By Pitch Road |
| ON THE SOUTH BY | - By Pitch Road |
| ON THE WEST BY | - By buildings and shed |

THE SECOND SCHEDULE ABOVE REFERRED TO:
(OWNER'S ALLOCATION)

ALL THAT 42% of the total F.A.R. sanction by the appropriate Authority with 42% of the Car Parking Space together with 42% of the proportionate share of land together with proportionate share in the common amenities and facilities in the said premises more fully and particularly described in the First Schedule hereinabove written.

THE THIRD SCHEDULE ABOVE REFERRED TO:

ALL THAT the balance 58% of the total FAR/constructed area with 58% of the Car Parking Space and proportionate 58% share in the land together with proportionate share in the common area facilities and amenities in the said premises morefully and particularly herein above written in these presents.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Specifications of Construction)
(Fittings and fixtures to be provided in the Unit)

- (I) FOUNDATION & STRUCTURE:** The building is designed and will be built on R.C.C. foundation resting on bored piles and R.C.C. frame structure with necessary brick work and wood work as per the drawings and specification provided by the Architecture.

10/01/2019
 P. K. Choudhury
 P. K. Choudhury

- (II) **DOORS:** Sal wood door frame with 35mm thick flush shutters having spirit polish teak veneer finished on one side of the door except for Kitchen, Bedrooms, and toilet doors which will have commercial faced, inner sides painted with matching enamel paint. Entrance door shall have night latch, and a magic eye. Bedroom and kitchen doors shall have mortice lock and doorstopper and the toilet doors will have bathroom latch.
- (III) **WINDOWS:** All windows will be standard section 1.5 mm, Powder coated Aluminum /UPVC window with glass insert in each shutter fitted with matching fittings.
- (IV) **FLOORING:** The flooring of the entire flats will be finished in vitrified tiles of approved make.
- (V) **TOILETS:**
- (a) Designer ceramic tiles on the walls upto door height.
 - (b) Water closets - European type commode with low level cistern.
 - (c) Standard hand basin.
 - (d) Sunk bathing tray.
 - (e) All the piping shall be in the concealed system.
 - (f) Hot and cold-water line with provision for installation of geysers.
 - (g) Sleek C.P. fittings.
 - (h) Glass mirror and Shelf, nickled soap tray and towel rail
 - (i) Anti Skid Vitrified tiles on floor.
- (VI) **KITCHEN:**
- (a) Granite top cooking platform with one stainless steel sink with proper Tap fittings.
 - (b) Wall of Kitchen will be covered with ceramic tiles up to a height of two feet above the counter.
 - (c) Separate CP fittings for Drinking water connection.
- (VII) **DECORATION WORK:** Inside wall will be finished with plaster of Paris punning and exterior surface of wall will be finished with combination of textures paint/glazing as per architectural drawings.
- (VIII) **ELECTRICAL WIRING & FITTINGS AND GENERATOR POWER:**
- (a) Total concealed wiring for all the rooms provided with electrolytic copper conductors.
 - (b) Air-conditioning plug point in all bedrooms.
 - (c) Geyser point in all toilets.
 - (d) Light and plug point in dining/drawing and bedrooms as per architectural drawings.

- (c) Proper provision of Electrical Switches and Boards for Fridge/ Microwave and /or other Kitchen appliances.
- (f) Electric call bell at main entrance door.
- (g) Telephone point in living room and all bedrooms.
- (h) Compatible wiring which can be hooked up to a cable television network with connection thereof in living room and all bedrooms.
- (i) Connection of Intercom/EPAX in the building to each individual flat.
- (j) Through Generator power will be provided in the said Unit during power failure for lighting and other domestic purposes to the extent of 1(one) watt per Square foot of the built-up area of the said Unit controlled by electric circuit breaker.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
Extras & Deposits:

EXTRAS shall include:

- (i) Any type of taxes like GST, payable to any government authority or local body payable for selling the constructed area/units/car parking (without however affecting the provisions in respect thereof under the operative part of the agreement above).
- (ii) All costs, charges, and expenses on account of bringing any services to the building complex including electricity, data, TV, lines/connections, HT & LT power (including Sub-station, Transformers, Switch gears, cables, HT & LT panels and the like) and all the amounts payable to the electricity service provider and or any service provider.
- (iii) Security or any other deposit (including minimum deposits or any deposit by any name called) and all amounts or increases thereof payable to the electricity service provider for electricity connection or service to the individual flat/units or any constructed area.
- (iv) All costs, charges and expenses on account of one or more generators and like other power-backup equipment and all their accessories (including cables, panels and the like) for the Complex.
- (v) Sewerage treatment plants etc.
- (vi) Betterment fees, fees for special consideration, and other levies taxes duties and statutory liabilities that may be charged on the each flat/unit/constructed area on their transfer or sale partially or wholly, as the case may be.
- (vii) Cost of formation of Association/service maintenance company/society.

- (viii) Intercom, CCTV or any other chargeable facility as may be decided by the Developer.
- (ix) If it is decided by the Developer to extra furnish the Transferable Areas of individual units/flat then the cost of such furnishing payable by the said respective flat/unit Owners.
- (x) Legal charges for agreements / transfer documents etc.
- (xi) DEPOSITS (which shall be interest free) shall include:
 - (i) Deposit on account of maintenance charges, electricity, water, other facilities, common expenses, rates and taxes, sinking fund etc.
 - (ii) Deposit on account of Club Facilities, (if provided) and shall be shared in proportionate manner.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

- A. One Sri. Haran Chandra Mandal was originally the owner of the piece and parcel of land measuring 26 decimal land lying and situated in Touzi No. 145 of Bidhan Nagar Pargana Kolkata, Mouza-Mahisbathan, under C.S Khatian No. 107 within appertaining to R.S. Dag No. 332 corresponding to R.S. Dag No. 329 land measuring 13 decimal.
- B. The said Sri. Haran Chandra Mandal died intestate leaving behind his only son namely Sri Jugal Mondal as the legal heir.
- C. Sri. Jugal Mondal mutated his name at the office of the B.L. & L.R.O in respect of the said land measuring 26 decimal land lying and situated in Touzi No. 145 of Bidhan Nagar Pargana Kolkata, Mouza-Mahisbathan, under Khatian No. 282 within appertaining to Dag No. 332 corresponding to R.S. Dag No. 329.
- D. By virtue of registered deed of conveyance executed by Sri. Jugal Mondal on 06.03.1985 conveyed, transferred, assigned and assured in favour of Sri. Nirmal Kumar Biswas registered at the office of the DSR. Bidhan Nagar recorded in Book No. 1, Volume No. 32, Pages from 445 to 452 being no. 1670 for the year 1985 in respect of the land measuring 2 Katha 11 Chittack 30 Sq.ft be the same little more or less comprised in Mouza-Mahabisthan, J.L. No. 18, appertaining to Dag No. 332 corresponding to R.S. Dag No. 329 under Khatian No. 282 within the jurisdiction of P.S. Rajarhat, District 24 Parganas.

- E. By virtue of registered deed of conveyance executed by Sri. Jugal Mondal on 06.03.1985 conveyed, transferred, assigned and assured in favour of Sri. Debotosh Biswas registered at the office of the DSR. Bidhan Nagar recorded in Book No. 1, Volume No. 32, Pages from 437 to 444 being no. 1669 for the year 1985 in respect of the land measuring 5 Katha be the same little more or less comprised in Mouza-Mahabisthan, J.L. No. 18, appertaining to Dag No. 332 corresponding to R.S. Dag No. 329 under Khatian No. 282 within the jurisdiction of P.S. Rajarhat, District 24 Parganas.
- F. By virtue of registered deed of conveyance executed by Sri. Nirmal Kumar Biswas on 14.12.1987 conveyed, transferred, assigned and assured in favour of Sri. Debotosh Biswas registered at the office of the DSR. Bidhan Nagar recorded in Book No. 1, Volume No. 149, Pages from 305 to 310 being no. 7442 for the year 1987 in respect of the land measuring 13 satak equivalent to 2 Katha 11 Chittack 30 Sq.ft be the same little more or less comprised in Mouza-Mahabisthan, J.L. No. 18, appertaining to Dag No. 332 corresponding to R.S. Dag No. 329 under Khatian No. 282 within the jurisdiction of P.S. Rajarhat, District 24 Parganas.
- G. By virtue of registered deed of conveyance executed by Sri. Debotosh Biswas on 13.09.1990 conveyed, transferred, assigned and assured in favour of Sri. Nirmal Kumar Biswas registered at the office of the DSR. Bidhan Nagar recorded in Book No. 1, Volume No. 147, Pages from 355 to 362 being no. 6280 for the year 1990 in respect of the land measuring 7 Katha 11 Chittack 30 Sq.ft be the same little more or less comprised in Mouza-Mahabisthan, J.L. No. 18, appertaining to Dag No. 332 corresponding to R.S. Dag No. 329 under Khatian No. 282 within the jurisdiction of P.S. Rajarhat, District 24 Parganas.
- H. Then Sri. Nirmal Kumar Biswas was the owner of total land measuring 7katha 11 Chittacks and 30 sq.ft. be the same little more or less comprised in Mouza-Mahabisthan, J.L. No. 18, appertaining to Dag No. 332 corresponding to R.S. Dag No. 329 under Khatian No. 282 within the jurisdiction of P.S. Rajarhat, District 24 Parganas.
- I. Sri. Nirmal Kumar Biswas applied for mutating his name at the office of the B.L. & L.R.O vide Memo no. 759 dated 15.5.1992 bearing Mutation Conversion Form No. 293/92.
- J. Thereafter on 31.03.1993 his mutation conversion was allowed by the B.L. & L.R.O.

- K. Sri. Nirmal Kumar Biswas died intestate leaving behind his wife Smt. Nibha Biswas, his son namely Sri. Debotosh Biswas and daughters namely Smt. Sudipa Majumder and Smt. Sharmila Majumder as legal heirs and successors in accordance to the provision of Hindu Succession Act, 1956. (legal heir certificate required)
- L. By virtue of registered deed of conveyance executed by Smt. Nibha Biswas, Sri. Debotosh Biswas, Sudipa Majumder and Smt. Sharmila Majumder on 29.05.1995 conveyed, transferred, assigned and assured in favour of Sri. Supriya Chowdhury registered at the office of the ADSR. Bidhan Nagar recorded in Book No. 1, Volume No. 59, Pages from _____ to 299 being no. 2674 for the year 1995 in respect of the land measuring 3 Katha 12 Chittack be the same little more or less comprised in Mouza-Mahabisthan, J.L. No. 18, appertaining to Dag No. 332 corresponding to R.S. Dag No. 329 under Khatian No. 282 within the jurisdiction of P.S. Rajarhat, District 24 Parganas.
- M. By virtue of registered deed of conveyance executed by Smt. Nibha Biswas, Sri. Debotosh Biswas, Sudipa Majumder and Smt. Sharmila Majumder on 26.05.1995 conveyed, transferred, assigned and assured in favour of Sri. Kalpataru Chowdhury registered at the office of the ADSR. Bidhan Nagar recorded in Book No. 1, Volume No. _____, Pages from _____ to _____ being no. 2651 for the year 1995 in respect of the land measuring 3 Katha 15 Chittack 30 Sq.ft. be the same little more or less comprised in Mouza-Mahabisthan, J.L. No. 18, appertaining to Dag No. 332 corresponding to R.S. Dag No. 329 under Khatian No. 282 within the jurisdiction of P.S. Rajarhat, District 24 Parganas.
- N. Sri. Supriya Chowdhury duly mutated her name in the records of B.L. & L.R.O in respect of L.R. Dag No. 329 under Khatian No. 1476.
- O. Sri. Kalpataru Chowdhury duly mutated his name in the records of B.L. & L.R.O in respect of Dag No. 329 under Khatian No. 1475.
- P. Thereafter said Supriya Chowdhury executed a last Will and Testament dated 11.06.2012 wherein she bequeathed her share in favour of her husband Sri. Kalpataru Chowdhury.

- Q. After the demise of said Smt. Supriya Chowdhury the Probate application was filed vide P.L.A No. 180 of 2015 before the Hon'ble High Court at Calcutta and the Hon'ble High Court was pleased to grant Probate application by Order dated 31.08.2015 in favour of Sri. Kalpataru Chowdhury.
- R. Thereafter Sri. Kalpataru Chowdhury became the sole and absolute owner in respect of all that piece and parcel of Land measuring about 07 Cottah 11 Chittak 30 Sq.ft be the same a little more or less comprised in Mouza Mahisbathan, J.L. No. 18, R.S. No. 203, Touzi No. 145 appertaining to Dag No. 332 corresponding to R.S. Dag No. 329 under Khatian No. 282, corresponding to present Khatian Nos. 1475 and 1476 under Police Station- Rajarhat, District- North 24 Parganas.
- S. Thereafter said Sri. Kalpataru Chowdhury executed a last Will and Testament dated 09.11.2009 wherein she bequeathed her share in favour of his sons namely Sri. Priyam Chowdhury and Sri. Pritam Chowdhury.
- T. After the demise of said Smt. Kalpataru Chowdhury the Probate application was filed vide P.L.A No. 316 of 2015 before the Hon'ble High Court at Calcutta and the Hon'ble High Court was pleased to grant Probate application by Order dated 16.05.2017 in favour of Sri. Priyam Chowdhury and Sri. Pritam Chowdhury.
- U. Thereafter Sri. Priyam Chowdhury and Sri. Pritam Chowdhury became the sole and absolute owner in respect of all that piece and parcel of Land measuring about 07 Cottah 11 Chittak 30 Sq.ft be the same a little more or less comprised in Mouza Mahisbathan, J.L. No. 18, R.S. No. 203, Touzi No. 145 appertaining to Dag No. 332 corresponding to R.S. Dag No. 329 under Khatian No. 282, corresponding to present Khatian Nos. 2456 and 2458 under Police Station- Rajarhat, District- North 24 Parganas.

IN WITNESS WHEREOF the parties have set and subscribe their respective hands, seals the day, month and year first above written.

SIGNED SEALED AND DELIVERED by the **OWNERS** at Kolkata in the presence of:

WITNESS:

1. Partha Nandy
2. Arvind Bajoria
276 Bangor Avenue
Block-B, Kol-55.

Chowdhury

(1) **PRIYAM CHOWDHURY**

Pritam Chowdhury

(2) **PRITAM CHOWDHURY**

SIGNED SEALED AND DELIVERED by the **DEVELOPER** at Kolkata in the presence of:

WITNESS:

1. Partha Nandy
10, K.S. Roy Road
Kolkata-700001
2. Arvind Bajoria

KVK CONSTRUCTIONS LLP

(Signature)

PARTNER

SIGNATURE OF THE DEVELOPER

Drafted by me

Nabamita Deb-Roy
Advocate

WB-1728 of 2003
High Court, Calcutta.

SPECIMEN FORM FOR TEN FINGERPRINTS



	Thumb	Index Finger	Middle Finger	Ring Finger	Pinky
Left Hand					
Right Hand					



	Thumb	Index Finger	Middle Finger	Ring Finger	Pinky
Left Hand					
Right Hand					



	Thumb	Index Finger	Middle Finger	Ring Finger	Pinky
Left Hand					
Right Hand					



	Thumb	Index Finger	Middle Finger	Ring Finger	Pinky
Left Hand					
Right Hand					

Major Information of the Deed

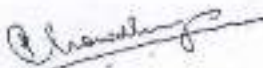
Deed No :	I-1902-13318/2023	Date of Registration	26/09/2023
Query No / Year	1902-2002432844/2023	Office where deed is registered	
Query Date	24/09/2023 9:24:13 PM	A.R.A. - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	PARTHA NANDY 10, K S ROY ROAD, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 7003299463, Status : Deed Writer		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4310] Other than Immovable Property, Security Bond [Rs : 30,00,000/-], [4311] Other than Immovable Property, Receipt [Rs : 30,00,000/-]		
Set Forth value	Market Value		
	Rs. 2,08,68,752/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 40,171/- (Article:48(g))	Rs. 30,112/- (Article:E, E, E.)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Monisobathan, Mouza: Mahishabathan, JI No: 18, Pin Code: 700156

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-329 (RS :-)	LR-2456	Bastu	Bastu	3 Katha 13 Chatak 37.5 Sq Ft		1,04,34,376/-	Property is on Road
L2	LR-329 (RS :-)	LR-2458	Bastu	Bastu	3 Katha 13 Chatak 37.5 Sq Ft		1,04,34,376/-	Property is on Road
		TOTAL :			12.7531Dec	0/-	208,68,752/-	
		Grand Total :			12.7531Dec	0/-	208,68,752/-	

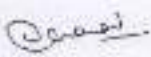
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr PRIYAM CHOWDHURY Son of Late KALPATARU CHOWDHURY Executed by: Self, Date of Execution: 26/09/2023 , Admitted by: Self, Date of Admission: 26/09/2023 ,Place : Office	Photo  26/09/2023	Finger Print  Captured LTI 26/09/2023	Signature  26/09/2023
AB-128, SECTOR-1, SALT LAKE, BIDHANNAGAR, CC BLOCK, City:- Bidhannagar, P.O:- SALT LAKE, P.S:-Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700064 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AHxxxxxx6B,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 26/09/2023 , Admitted by: Self, Date of Admission: 26/09/2023 ,Place : Office				
2	Name Mr PRITAM CHOWDHURY Son of Late KALPATARU CHOWDHURY Executed by: Self, Date of Execution: 26/09/2023 , Admitted by: Self, Date of Admission: 26/09/2023 ,Place : Office	Photo  26/09/2023	Finger Print  Captured LTI 26/09/2023	Signature  26/09/2023
CL-210, SECTOR-2, CK MARKET, SALT LAKE, BIDHANNAGAR, City:- Bidhannagar, P.O:- SALT LAKE, P.S:-Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700091 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: ALxxxxxx0C,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 26/09/2023 , Admitted by: Self, Date of Admission: 26/09/2023 ,Place : Office				

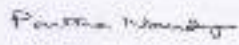
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	KVK CONSTRUCTIONS LLP 9/12, LAL BAZAR STREET, 3rd FLOOR, ROOM NO.3049B, City:- Kolkata, P.O:- GPO KOLKATA, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 PAN No.: AAxxxxxx7Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Mr KARAN KOCHAR (Presentant) Son of Mr JAGAT KOCHAR Date of Execution - 26/09/2023, Admitted by: Self, Date of Admission: 26/09/2023, Place of Admission of Execution: Office		 Captured	
		Date 26/09/2023 9:00PM	LTI: 26/09/2023	26/09/2023
82, ULTADANGA MAIN ROAD, ULTADANGA RAIL STATION, NATURAL VIEW, Block/Sector: 2, Flat No: 13B, City:- Not Specified, P.O:- ULTADANGA, P.S:-Ultadanga, District:-South 24-Parganas, West Bengal, India, PIN:- 700067, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ALxxxxx0M,Aadhaar No Not Provided by UIDAI Status: Representative, Representative of: KVK CONSTRUCTIONS LLP (as PARTNER)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr PARTHA NANDY Son of Late: ARUN KUMAR NANDY 210, BAKSARA VILLAGE ROAD, City:- Howrah, P.O:- BAKSARA, P.S:- Santogachi, District:-Howrah, West Bengal, India. PIN:- 711111		 Captured	
	26/09/2023	26/09/2023	26/09/2023
Identifier Of Mr PRIYAM CHOWDHURY, Mr PRITAM CHOWDHURY, Mr KARAN KOCHAR			

Transfer of property for L1

Sl.No	From	To, with area (Name-Area)
1	Mr PRIYAM CHOWDHURY	KVK CONSTRUCTIONS LLP-3.18828 Dec
2	Mr PRITAM CHOWDHURY	KVK CONSTRUCTIONS LLP-3.18828 Dec

Transfer of property for L2

Sl.No	From	To, with area (Name-Area)
1	Mr PRIYAM CHOWDHURY	KVK CONSTRUCTIONS LLP-3.18828 Dec
2	Mr PRITAM CHOWDHURY	KVK CONSTRUCTIONS LLP-3.18828 Dec

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2023, Page from 436026 to 436077
being No 190213318 for the year 2023.



Digitally signed by SATYAJIT BISWAS
Date: 2023.10.09 18:07:30 +05:30
Reason: Digital Signing of Deed.

(Satyajit Biswas) 09/10/2023
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
West Bengal.



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CENTRAL REGISTER
CHANDIGARH