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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

V/C-605/16

V 867165

Certified that the Document is submitted in
Registration. The Signature Sheet and the
endorsement sheets attached to this document
are the part of this Document.

Additional Registrar
of Assurances, Kolkata

16 MAR 2016

AMO-33729/16
MV-214010379

THIS JOINT DEVELOPMENT AGREEMENT made this 14th Day of March
Two Thousand And Sixteen BETWEEN SMT. KAWNA CHATTERJEE (PAN
No.ACOPC0070G), wife of Late Pradip Chatterjee and daughter of Late Nirmal Kumar
Brahmachari, residing at premises No. 19 Dr. U.N. Brahmachari Street (formerly Loudon
Street), P.O. Circus Avenue, P.S. Shakespeare Sarani, Kolkata - 700 017 hereinafter
referred to as "the Owner" (which term or expression shall unless excluded by or
repugnant to the subject or context be deemed to mean and include her heirs, legal
representatives, executors, administrators and assigns) of the **FIRST PART**.

AND

Handwritten signature and initials.

09 MAR 2016

117450

No. _____ Date _____
Sold to _____ SUDIPA BHATTACHARYA
Address _____ High Court Advocate
_____ Hastings Chambers, Ground Floor,
_____ C. K. S. Roy Road, Kolkata-700 001
ANJUSHREE BANERJEE
L.S. VENDOR (O.S.)
HIGH COURT, KOLKATA-700 001

09 MAR 2016



IDENTIFIED BY ME
DHIRUVA RAY

CD-65
SALT LAKE CITY
SECTOR-I
KOLKATA 700 064.

ADDITIONAL JUDGE
OF APPELLATE COURT
14 MAR 2016

27 JUN 2016

JUNEJA HEIGHTS LLP (PAN No. AALFJ7789G), a limited liability partnership business carrying on business at 44, Matheswartolla Road, Kolkata – 700 046 P.O. Gobinda Khatik, P.S. Pragiti Maidan and is being represented by one of its partner **Mr. Ankit Juneja**, (PAN No. AFXPJ1432P), son of Shri Ramesh Kumar Juneja, residing at 13 Raja Santosh Road, Alipore, Kolkata 700027, hereinafter referred to as “the **DEVELOPER**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the present partner and/ or partners and/ or those who may be taken in and/ or admitted as partner and/ or partners and their respective heirs, legal representatives, executors, administrators and assigns) of the **SECOND PART**;

WHEREAS:

The Owners are absolutely seized and possessed of the piece and parcel of land measuring One Bigha Sixteen Cottas One Chittack and Forty Sq. ft. be the same a little more or less lying and situate at Premises No.8/1, Alipore Park Road, Kolkata – 700 027, under Kolkata Municipal Corporation Ward no.74, Mouza–Durgapur ParaganaMaguar, District South 24 Parganas within Alipore Registry Office more fully and particularly described in “**First Schedule**” hereunder written and hereinafter referred to as the “said **Premises**”.

- A) One William Reginald Tapper as Administrator to the State of Carr Lazarus Phillipp (Deceased), by an Indenture dated 2nd December 1938 sold and transferred in favour of Sir Upendra Nath Brahmachari, Kt. **ALL THAT** piece and parcel of land measuring 1 Bigha, 16 Cottahs 1 Chittacks and 40 Sq. Ft. Being premises No.8/1, Alipore Park Road, Kolkata – 700 027 and 10 Cottahs, 10 Chittacks, 22 Sq. ft. of Premises No.9/1A, Alipore Road, Kolkata – 700 027 which was registered in Book No. 1, Vol.No.90 pages 232 to 245 being No.4837 for the year, 1938 in the office of the Registrar of Assurances, Kolkata.
- B) The said Sir Upendra Nath Brahmachari, Kt. created a Trust for the benefit of his wife Lady Nani Bala Brahmachari and two sons Phanindra Nath Brahmachari and Nirmal Kumar Brahmachari of both the said premises which was registered in Book No.1, Volume No.85 pages 202 to 207 being No.2760 for the year, 1942 in the office of Registrar of Assurances, Kolkata.

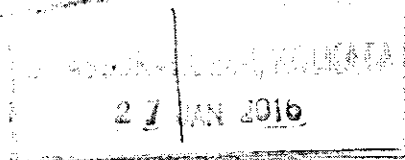
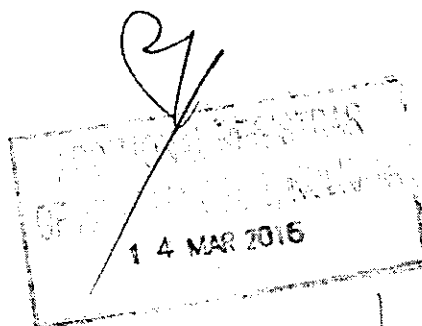


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- C) Subsequently, by a separate deeds of settlement dated 1st April, 1944, the said Sir Upendra Nath Brahmachari, Kt. Appointed himself and his son, Nirmal Kumar Brahmachari as Trustees to the aforesaid Trust making his son Nirmal Kumar Brahmachari as sole beneficiary in respect of premises No.8/1, Alipore Park Road, Kolkata – 700 027 and 9/1A, Alipore Park Road, Kolkata – 700 027 which was registered in the office of the Registrar of Assurances, Kolkata being No.167 of 1944.
- D) The said Sir Upendra Nath Brahmachari, Kt. died on 6th February 1946 and his wife Lady Nani Bala Brahmachari also died.
- E) The said Nirmal Kumar Brahmachari got his name mutated in the records of Kolkata Municipal Corporation in respect of the said premises No.8/1, Alipore Park Road, Kolkata – 700 027 having Assessee No.11-074-04-0009-5.
- F) The said Nirmal Kumar Brahmachari also died on 10th August, 1985 leaving his widow Smt. Purnima Brahmachari and daughter Smt. Kawna Chatterjee as his only heiresses and legal representatives.
- G) The said Smt. Purnima Brahmachari died on 15th February 1997 leaving her daughter Smt. Kawna Chatterjee as her only heiress and legal representative.
- H) The said Smt. Kawna Chatterjee thus became the absolute Owner of the said premises, being Premises No.8/1, Alipore Park Road, Kolkata – 700 027, in the District of South 24 Parganas admeasuring 1 Bigha, 16 Cottahs, 1 Chittack and 40 sq. ft. more fully and particularly described in Schedule “A” hereunder written and is in possession of the said Premises as an absolute Owner thereof and is having a clear and marketable title thereto.
- I) The said Owner has not entered into any agreement creating any third party right in the said Premises with whomsoever.
- J) That the said Premises is free from acquisition and/ or requisition in any nature whatsoever.
- K) That the said Premises is not affected by any Road Alignment.



- L) The said Premises is not affected by provisions of the Urban Land (Ceiling & Regulations) Act, 1976 or any other statute and there is no legal bar for development and construction of a new multi-storied building on the said premises.
- M) The Owner has not entered into any Agreement with any other Developer or Promoter nor has created any charge in respect of the said piece of land.
- N) That there has been no notice of attachment, requisition, and acquisition received from any Competent Authority in respect of the said premises.
- O) The Owners being desirous of undertaking the development of the said property has agreed to grant the exclusive right of development in respect of the said property unto and in favour of the Developer herein whereby the Developer has been authorized and shall be entitled to construct erect and complete a building and/ or buildings at the said Property for mixed use for the consideration and subject to the terms and conditions hereinafter appearing
- P) The parties are desirous of recording the same, in writing

NOW THEREFORE IN CONSIDERATION OF THE ABOVE RECITALS AND THE MUTUAL COVENANTS HEREIN CONTAINED THE PARTIES HAVE AGREED as follows:

ARTICLE I – DEFINITIONS

- 1.1 In this Agreement unless the context otherwise permits the following expressions shall have the meanings assigned to them as under:
 - i) **ARCHITECT** shall mean such person or persons, firm or firms, who may be appointed by the Developer for designing and planning of the said Building and/ or buildings forming part of the Housing Project as defined hereinafter.
 - ii) **CONSENTS** shall mean the planning permission and all other consents, licenses, permissions and approvals (whether statutory or otherwise) necessary or desirable for the carrying out, completion use and occupation of the Development and the Building and/ or Buildings



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- iii) **COMMON PARTS AND PORTIONS** shall mean these common parts and portions of the said housing project to be used in common by all the Owners and occupiers of the said building and/ or buildings forming part of the Housing Project.
- iv) **DEVELOPMENT AGREEMENT** shall mean this Agreement
- v) **DEVELOPER** shall mean the said **JUNEJA HEIGHTS LLP** and shall include the present partner and/ or partners and/ or those who may carry on the business of **JUNEJA HEIGHTS LLP** and their respective heirs, legal representatives, executors, administrators and assigns
- vi) **OWNER** shall mean the said Smt. Kawna Chatterjee and shall include her heirs, legal representatives, executors, administrators and assigns.
- vii) **DEVELOPER'S ALLOCATION/SHARE** shall mean **ALL THAT** the 45% of the gross receipts on sale of the total constructed and/ or saleable area forming part of the said building and/ or buildings and/ or housing project to comprise of various self contained flats units constructed spaces and car parking spaces
- viii) **GROSS RECEIPTS** shall mean the amounts received from the Intending Purchasers by the Developer but will not include any amount received by the Developer towards:
 - a. any service tax, VAT or any other present or future taxes/cess or any other statutory or government levies or fees/ charges on development, construction or sale/transfer of any Units or otherwise on the Housing Project;
 - b. any electricity/ water or any other utility deposits;
 - c. any moneys collected/ received from the Intending Purchasers for providing facilities/ utilities including electricity, water, club amenities/ equipments etc.;
 - d. any monies collected towards maintenance and/ or contribution towards corpus fund, any amount received from the prospective Purchasers towards legal charges, share money, society membership fees, stamp duty, registration fee, documentation charges for transfer of Unit(s) and other incidental and allied costs, expenses, of all deeds, documents, agreements, collected from the Intending purchasers;



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- e. all fitment charges, furniture, machineries, equipment, furnishing, tools, etc. to be provided to Institutional Units;
- f. any grants and/ or subsidies to be received for or in connection or in relation with the Development Work of the Project from the Authorities concerned under any Governmental or Statutory Schemes; and
- g. any payment which may be specifically stated elsewhere in the Agreement to be solely realized and appropriated by the Developer; and accordingly any such amounts received and collected by the Developer at (a) to (g) shall not be shared with the Owner.

iii) **FLATS /UNITS /APARTMENTS/CONSTRUCTED SPACES** shall mean the various flats units apartment constructed spaces and car parking spaces to be comprised in the building and/ or buildings and to be used for residential purposes only and to be ultimately held and/ or owned by various persons on Ownership basis.

iv) **HOUSING PROJECT** shall mean the Housing project to be undertaken by construction erection and completion of building and/ or buildings at the said Property as defined hereinafter and to be ultimately transferred to various intending purchasers on Ownership basis.

v) **INTENDING PURCHASERS** shall mean the persons intending to acquire the various flats, units, apartments, constructed spaces and car parking spaces on Ownership basis

vi) **BUILDING** shall mean and include the building or buildings to be constructed erected and completed by the Developer in accordance with the map or plan to be sanctioned by the authorities concerned with such modifications and/ or alterations as may be deemed necessary by the Architect of the Building comprising of various flats, units, apartments, constructed spaces and car parking spaces capable of being held and/ or enjoyed independent of each other.

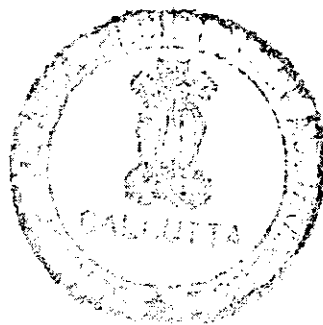
vii) **PLAN** shall mean all the Plan to be sanctioned by the authorities concerned and shall include such modifications and/ or alterations made thereto from time to time and sanctioned by the authorities concerned.



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- viii) **PROJECT** shall mean the development of the said Property or any one of them by causing to be constructed thereon various building and/ or buildings in accordance with the map or plan which may be sanctioned by the authorities concerned.
- ix) **PROPERTY** shall mean ALL THAT the Municipal Premises No.8/1, Alipore Park Road, Kolkata – 700 027, under Kolkata Municipal Corporation Ward no.74. Mouza– Durgapur Paragana Maguar, District South 24 Parganas within Alipore Registry Office. More fully of the piece and parcel of land measuring One Bigha Sixteen Cottas One Chittack and Forty Sq. ft. be the same a little more or less lying and situate at Premises and particularly described in the FIRST Schedule hereunder written and hereinafter referred to as the “said Premises”.
- x) **PROFESSIONAL TEAM** shall mean the Architects, Structural Engineers, Mechanical and/ or Electrical Engineers, Surveyors and/ or such other professional engaged and/ or contracted by the Developer from time to time.
- xi) **PRE DEVELOPMENT COSTS** shall mean the aggregate of all costs charges and expenses including all fees payable to Architects, Engineers and other Agents, sanction fee, legal expenses and all amounts incurred by the Developer prior to the Start Date.
- xii) **START DATE** shall mean the date of sanction of the Plan.
- xiii) **SPECIFICATIONS** shall mean the specification with which the said building and/ or buildings shall be constructed, erected and completed (details whereof will appear from the **SECOND SCHEDULE** annexed hereto) or such other specifications as may be varied and/ or modified from time to time as may be recommended by the Architect.
- xiv) **SERVICES** shall mean the supply to and installation on the Property of electricity, water, drainage and other services.
- xv) **TOTAL DEVELOPMENT COSTS** shall mean the aggregate of all costs, fees and expenses relating with development work only wholly and exclusively expended or incurred by the Developer as more fully described in Article X hereinafter



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ARTICLE II - INTERPRETATIONS

- 2.1 In this Agreement (save to the extent that the context otherwise so requires):
- i) Any reference to any act of Parliament/Assembly whether general or specific, and shall include any modification, extension or re-enactment of it for the time being in force and all instruments, notifications, amendments, orders, plans, regulations, bye laws, permissions or directions any time issued under it.
 - ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, supplemented or novated.
 - iii) An obligation of the Developer in this Agreement to do something shall include an obligation to procure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, or allow the same to be done
 - iv) Words denoting one gender shall include other genders as well.
 - v) Words denoting singular number shall include the plural and vice versa.
 - vi) A reference to a statutory provision includes a reference to any notification, modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
 - vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modifications made in this Agreement from time to time in force as mutually agreed upon by the parties hereto.
 - viii) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
 - ix) All the Schedules shall have effect and be construed as an integral part of this agreement.

ARTICLE III – REPRESENTATIONS AND WARRANTIES BY THE OWNER

- 3.1 At or before execution of this Agreement the Owner has assured and represented to the Developer as follows:
- i. That the Owner is the absolute owner of the said Property
 - ii. That the said Property is free from all encumbrances, charges, liens, lis pendens attachments trusts whatsoever or howsoever.
 - iii. That the Owner is legally competent to enter into this agreement



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- iv. That the terms and conditions of this Development Agreement is fair and reasonable and for the benefit of the parties hereto and that the Owner was under no coercion to enter into this agreement
- v. That there is no excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act 1976 comprised in the said Property
- vi. That all municipal rates taxes and other outgoings payable in respect of the said property payable to the extent of the Owner share into or upon the said property upto the date of execution of this Agreement has been paid and/ or shall be paid by Owner.
- vii. That there is no existing Development Agreement in respect of the said Property.

ARTICLE IV – COMMENCEMENT DATE AND DURATION

- 4.1 This Agreement has commenced and/ or shall be deemed to have commenced on and with effect from day of 2016 (hereinafter referred to as the **COMMENCEMENT DATE**)
- 4.2 This Agreement shall remain in full force and effect until such time the said Housing Project is completed in all respects.

ARTICLE V – MUTATION OF THE NAME OF THE OWNERS

- 5.1 After payment of all municipal rates taxes and other outgoings payable in respect of the said property by the Owner the Developer shall take necessary steps for causing the owners respective names to be mutated in the records of Kolkata Municipal Corporation.

ARTICLE VI - TITLE

- 6.1 The Developer is prima facie satisfied as to the title of the Owners in respect of the said Premises and has completely relied on the aforesaid representations made by the Owners. However, in the event of there being any defect in title it shall be the obligation of the Owners to cure such defects at their own cost and shall keep the Developer and/ or its partners saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings



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SECRETARY
OFFICE OF THE SECRETARY
14 MAR 2016

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ARTICLE VII –GRANT OF DEVELOPMENT RIGHT

- 7.1 In consideration of the mutual covenants on the part of the Developer herein to be paid, performed and observed and in further consideration of the Developer having agreed to undertake development of the said Property and to incur all costs charges and expenses in connection therewith , the Owners have agreed to grant the exclusive right of development in respect of the said Property unto and in favour of the Developer herein and in order to enable the Developer to undertake development of the said Property by causing to be constructed erected and completed building and/ or buildings in accordance with the plan to be sanctioned by the authorities concerned, the Developer is hereby authorized and shall be entitled to and shall :
- i) Apply for and obtain all consents, approvals, sanctions and/ or permissions as may be necessary and/ or required for undertaking development of the said Property
 - ii) Take such steps as are necessary to divert all pipes, cables or other conducting media in, under or above the Property or any adjoining or neighboring Property and which need to be diverted for undertaking the development work
 - iii) Install all electricity, gas, water, telecommunications, and surface and foul water drainage to the Property and shall ensure that the same connects directly to the mains
 - iv) Serve such notice/notices and enter into such agreement/agreements with statutory undertakers or other companies as may be necessary to install the services
 - v) Give all necessary or usual notices under any statute affecting the demolition and clearance of the Property and the development, give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said Property and pay all costs, fees and outgoings incidental to or consequential on, any such notice and indemnify and keep indemnified the Owners from and against all costs, charges, claims, actions, suits and proceedings.
 - vi) Remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the Plan and has agreed to keep the Owners saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings
 - vii) Remain responsible for any accident and/ or mishap caused by any act of the Developer while undertaking construction and completion of the said building and/ or buildings in accordance with the said Plan which may be sanctioned by authorities



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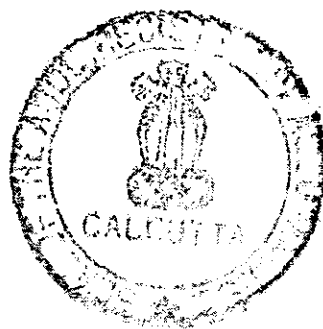
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concerned and has agreed to keep the Owners saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.

- viii) Comply and/ or procure compliance with, all conditions attaching to the building permission and any other permissions which may be granted during the course of development.
- ix) Comply or procure compliance with, all statutes and any enforceable codes of practice of the Municipal Corporation or other authorities affecting the Property or the development
- x) Take all necessary steps and/ or obtain all permissions approvals and/ or sanctions as may be necessary and/ or required and shall do all acts, deeds and things required by any statute and comply with the lawful requirements of all the authorities for the development of the said Property
- xi) Incur all costs, charges and expenses for the purpose of constructing, erecting and completing the said building and/ or buildings in accordance with the Plan to be sanctioned by the authorities concerned
- xii) Make proper provision for security of the said Property during the course of development
- xiii) Not allow any person to encroach nor permit any encroachment by any person and/ or persons into or upon the said Property or any part or portion thereof
- xiv) Not expose the Owners to any liability and shall regularly and punctually make payment of the fees and/ or charges of the Architect, Engineer and other agents as may be necessary and/ or required for the purpose of construction, erection and completion of the said building
- xv) To remain solely liable and/ or responsible for all acts, deeds, matters and things for undertaking construction of the said building and/ or buildings in accordance with the Plan and to pay perform and observe all the terms, conditions, covenants and obligations on the part of the Developer to be paid performed and observed

ARTICLE VIII - TOTAL DEVELOPMENT COSTS

- 8.1 The Developer shall incur all developments costs including all costs, fees and expenses wholly and exclusively expended or incurred, including, without limitation, the items listed below:



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- i) The proper costs of obtaining planning permissions in respect of the development (including fees of the architects, surveyors or consultants relating thereto) together with planning and building regulation fees, fees payable to statutory undertaking and other fees necessary to secure all required consents and any costs in entering into and complying with any agreement or any legislature of similar nature
- ii) The proper costs of investigations, surveys, and tests in respect of soil, drains, and structures
- iii) The proper costs to be incurred and/ or payable to architects, surveyors, engineers, quantity surveyors or others engaged in respect of the development
- iv) all rates, water rates, or any other outgoings or impositions lawfully assessed in respect of the Property or on the Owners or occupiers of it in respect of the Development and all costs of maintaining and repairing the Development in so far as in all such cases the responsibility therefore is not assumed by or recoverable from any third party
- v) All other sums properly expended or incurred by the Developer in relation to carrying out the completion of the Development
- vi) All proper costs and interests and other finance costs payable by the Developer for undertaking development

ARTICLE IX - APPROVED PLANNING - DEMOLITION

- 9.1 Immediately after the execution of this Agreement or so soon thereafter, the Owners shall permit the Developer to enter upon the said Property and the Developer and/ or any person authorized by it shall be entitled to and is hereby authorized:
 - i. To have the lands surveyed
 - ii. To cause the soil to be tested
 - iii. To carry out all preliminary works for the purpose of undertaking development of the said Property.
- 9.2 Immediately after the execution of this agreement the Developer shall be entitled to prepare or cause to be prepared a map or plan for being submitted to the authorities concerned in the name of the Owners and the said plan will envisage construction of building and/ or buildings for residential use only.
- 9.3 Any amount which may be required to be paid for preparation of the said plan including the sanction fee shall be paid borne and discharged by the Developer

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- 9.4 The Developer shall make best efforts to have the said building to be sanctioned as a Green Building and in the event of any extra FAR becoming available the same shall be shared between the parties hereto in the proportion agreed upon herein below and shall form part of the revenue sharing.
- 9.5 All costs charges and expenses for obtaining Extra FAR on account of Green Building shall be paid borne and discharged by the Owners in proportion to their respective shares in the said Property and the cost of construction including sanction fees will be borne by the Developer.
- 9.6 Demolish all existing structure that is of no use after all permissions. While causing such demolition work to be done the Developer shall ensure that no damage or injury is caused and shall take all preventive measures.
- 9.7 The Owners agrees and undertakes to sign and execute all maps, plans, application and other deeds documents and instruments as may be necessary and/ or required from time to time for the purpose of sanction of the said Plan and the Developer in the name of the Owners shall be entitled to apply for and obtain all necessary permissions, approvals, consents and/ or sanctions as may be necessary and/ or required from time to time.
- 9.8 The said Plan shall be prepared in a manner ensuring maximum utilization of the Floor Area Ratio (FAR) and the said Plan, shall be prepared by the Architect who may be engaged by the Developer.
- 9.9 The Developer shall be entitled to cause the map or plan for construction of a residential complex only.

ARTICLE X-- DEPOSIT

- 10.1 The Developer has agreed to pay to the Owner a 'Refundable Security Deposit' from the start date or from six months from the date of signing this development agreement sum of Rs 10,00,000 (Rupees: Ten Lakhs) on the first day of every month until the completion of the building.



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10.2 The Developer also agrees to pay the Owner a 'Refundable Security Deposit' for six months from the date of signing this development agreement/commencement date and / or till the Start Date, a sum of Rs 5,00,000 (Rupees: Five Lakhs) on the first day of every month.

10.3 At or before the execution of this agreement the Developer will pay of the said 'Refundable/Adjustable Security Deposit' amount in the manner as hereinbefore recited which amount the Owner admit and acknowledge to have been received.

10.4 The said 'Refundable/Adjustable Security Deposit' amount shall be held by the owners free of interest and shall become refundable simultaneously upon completion of the Development and after taking over possession of their respective allocations or shall be adjusted and appropriated in such manner as may be mutually decided between the Owners and the Developer

ARTICLE XI – REPRESENTATIVES

11.1 APPOINTMENT OF OWNER REPRESENTATIVE

11.1.1 For the purpose of giving effect to this agreement and implementation thereof it has been agreed that Smt. Kawna Chatterjee shall be deemed to be the authorized representative in respect of the said Owner for the following purposes:

- i) The giving and receiving of all notices, statements and information required in accordance with this agreement
- ii) Performance and responsibilities of the Owner in connection with the Development
- iii) For such other purposes for the purpose of facilitating the work of completion of the said project in terms of this Agreement

11.2 APPOINTMENT OF DEVELOPER'S REPRESENTATIVE

11.2.1 For the purpose of giving effect to this agreement and implementation thereof it has been agreed that and Shri Ankit Juneja and/or Shri Kevin Juneja shall be deemed to be the authorized representative in respect of the Developer for the following purposes:



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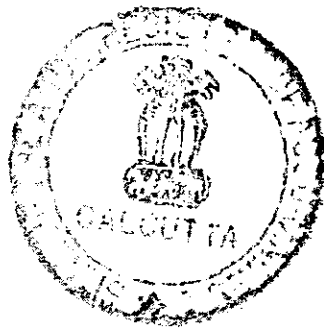
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- i) The giving and receiving of all notices, statements and information required in accordance with this agreement
 - ii) Performance and responsibilities of the Developer in connection with the Development
 - iii) For such other purposes for the purpose of facilitating the work of completion of the said project in terms of this Agreement
- 11.3 It is hereby expressly made clear that any act, deed or thing done by any of the authorized representatives shall be final and binding on the parties to whom such authorized representative belongs.

ARTICLE XII - LICENSE TO ENTER THE SAID PROPERTY

- 12.1 Immediately after the execution of this Agreement the Owners shall allow the Developer to enter upon the said Property as a Licensee of the Owners for the purpose of undertaking preliminary works such as:
- i) Carrying out survey of the said Property
 - ii) To have the soil tested
 - iii) To undertake all other preliminary work for the purpose of undertaking development of the said Property
- 12.2 The Owners have agreed to allow the Developer to enter upon the said Property as its licensee only for enabling it to undertake development of the said Property in accordance with the plan, which may be sanctioned by the authorities concerned. It is hereby expressly agreed by and between the parties hereto that the possession of the said Property is not being given or intended to be given to the Developer in part performance as contemplated by Section 53A of the Transfer of Property Act 1972 read with Section 2 (47)(v) of the Income Tax Act 1961 and that the Owners and Developer hereby confirm that by virtue of the Developer entering upon Property as a licensee the same does not amount to taking up the possession of the said Property. It is expressly agreed and declared that juridical possession of the said Property shall always vest in the Owners until such time the development is completed in all regards.
- 12.3 Immediately after sanction of the said Plan and other permissions for undertaking construction is obtained the Developer shall –



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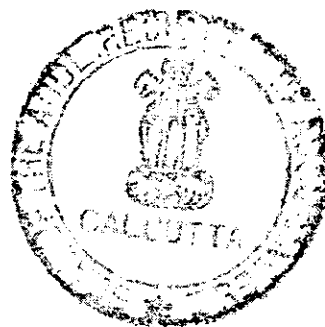
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- i) Immediately commence and/ or proceed diligently to execute and complete the development and in this regard the Developer shall be entitled to demolish the existing building and/or structures standing thereon and all debris accruing there from shall belong to the Developer.
- ii) Proceed diligently and execute and complete the development in a good and workmanlike manner with good quality materials details whereof will appear from the Second Schedule annexed hereto and/ or as may be recommended by the Architect free from any latent or inherent defect
- iii) Execute and complete the development in accordance with the approved plan and shall obtain all permissions which may be necessary and/ or required and shall comply with the requirements of any statutory or other competent authority and the provisions of this agreement.

ARTICLE XIII - DEVELOPMENT

13.1 For the purpose of development of the said Property the Developer has agreed:

- i) To appoint the professional team for undertaking development of the said Property
- ii) The Developer shall take all necessary action to enforce the due, proper and prompt performance and discharge by the other parties of their respective obligations under the building contract, any sub contracts or agreements with the Developer and the appointments of the members of its Professional Team and the Developer shall itself diligently observe and perform its obligations under the same.
- iii) The Developer has used and shall continue to use all reasonable skill and care in relation to the development, to the co-ordination management and supervision of the Building Contractor/other Contractors and the Professional Team, to selection and preparation of all necessary performance specifications and requirements and to design of the building and/ or buildings for the purposes for which is to be used or specific.
- iv) The approved plans have been and will be prepared competently and professionally so as to provide for a building free from any design defect and fit for the purpose for which it is to be used,
- v) The Developer shall commence and proceed diligently to execute and complete the development:



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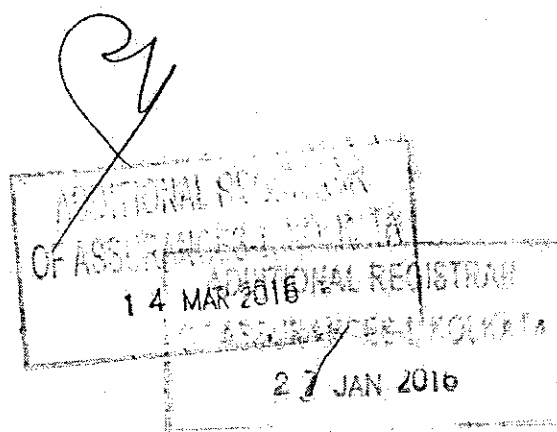
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- a) In a good and workman like manner with good quality of materials of its several kinds free from any latent or inherent defect (whether of design, workmanship or materials)
- b) In accordance with the Approved Plans, Planning Permissions and all planning permissions which may be granted for the development, the consents, any relevant statutory requirement and building regulations, the requirements of any statutory or other competent authority and the provisions of this agreement.
- vi) The Developer shall use its best endeavors to cause the Development to be practically in accordance with the provisions of this Agreement.

ARTICLE XIV - CONSTRUCTION AND COMPLETION

- 14.1 Unless prevented by circumstances under the force majeure as hereinafter appearing the said Building and/ or Buildings shall be constructed, erected and completed within a period of 4 (four) years 6(six) months from the date of sanction of the said Plan with a grace period of 6 (six) months (hereinafter referred to as the **COMPLETION DATE**).
- 14.2 In addition to the above, the Developer shall not be treated in breach of the performance of obligations if the Developer is prevented from proceeding with the work of construction by the circumstances under Force Majeure as hereinafter stated.
- 14.3 The Developer shall be authorized in the name of the Owners in so far as is necessary to apply for and obtain building materials for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity, power, drainage, and/ or gas to the Building and other inputs and facilities required for the construction or for better use and enjoyment of the building for which purpose the Owners shall execute in favour of the Developer or its nominee or nominees a General Power of Attorney as shall be needed and/ or required by the Developer from time to time.
- 14.4 In the event of any delay on the part of the Developer in completing the said building, unless prevented by circumstances beyond its control, the Developer shall be liable to compensate the Owner a 'Non Refundable' sum of Rs. 2,00,000/- per month. Further, the Developer also agrees to pay to the Owner a 'Refundable Security Deposit' of a sum of Rs 10,00,000/- per month until the completion of the building.
- 14.5 The Developer shall at its own costs and expenses and without creating any financial and other liability on the Owners construct and complete the Building and various units and/ or apartments therein in accordance with the sanctioned building plan and



any amendment thereto or modification thereof made or caused to be made by the Developer.

- 14.6 All costs, charges and expenses including Architect's fees accruing due after the execution of this Agreement shall be paid borne and discharged by the Developer and the Owners shall bear no responsibility in this context.
- 14.7 The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of act or omission of the Developer in or relating to the construction of the said Building and/ or buildings.
- 14.8 The Developer hereby undertakes to keep the Owners indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's action with regard to the development of the said Property and/ or in the matter of construction of the said building and/ or for any defect therein.
- 14.9 If any accident or mishap takes place during construction until completion of the building whether due to negligence or otherwise of the Developer or any person appointed by it, the same shall be on account of the Developer and the Owners shall be fully absolved of any liability or claims thereof or there from.
- 14.10 The Developer has warranted and hereby further agrees to warrant that in the event of there being any major defect in the structures and/ or water leakage of the said building within a period of twelve months from the date of completion of the said building then and in that event the Developer at its own cost shall cause the same to be remedied and/ or rectified at its own cost and shall keep the Owners saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings. However small air cracks in the plaster, masonry, doors and windows shall not be construed as defect.
- 14.11 The Developer shall use its commercially reasonable efforts to accomplish the timely completion of the Project in accordance with the approved plans and specifications and the time schedule for such completion approved by the parties
- 14.12 The Developer shall use its commercially reasonable efforts to facilitate the construction and completion of the project in a good and workmanlike manner and or cause the project to be equipped with all necessary and appropriate fixtures, equipments and articles of personal property and shall construct erect and complete the said project in accordance with the plans which may be sanctioned by the concerned authorities.



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ARTICLE XV - REVENUE SHARING

15.1 It is hereby agreed by and between the parties hereto that for the purpose of commercial exploitation of the said premises the Owners have agreed to bring in the said Property for the purpose of undertaking the development thereof and the Developer has agreed to incur all costs charges and expenses (hereinafter referred to as the CONSTRUCTION COSTS) the parties have agreed that upon sale and transfer of the various flats units apartments constructed spaces and car parking spaces forming part of the development the gross receipts generated there from will be shared between the parties hereto in the following proportion:

- i) Owners - 55 %
- iii) Developer - 45 %

15.2 For the purpose of sale and transfer of the various flats, units, apartments, constructed spaces and car parking spaces forming part of the development the parties hereto have agreed to adopt the following mechanism:

- i) The sale and transfer of the various flats, units, apartments, constructed spaces and car parking spaces forming part of the Development will be done by the Developer
- ii) The Developer shall be responsible for selling and marketing the development at a price decided by the Developer and shall from time to time communicate to the Owners the price at which it intends to sell and transfer the various flats, units and car parking spaces forming part of the development
- iii) The Sale Agreement will be entered into the joint names of the Owners and the Developer. In the event of any Sale Agreement being cancelled and/or determined then and in that event the amount so received by each of the parties hereto shall be refunded by them without raising any objection whatsoever or howsoever
- iv) The Owner shall pay to the Developer brokerage @ 2% and marketing cost @ 2%, both to be calculated on the revenue received by the Owners.
- v) The books of accounts and other relevant papers in respect of sale and transfer of the development shall be kept at the office of the Developer and the Owners shall be entitled to take inspection upon prior intimation being given to that effect
- vi) In the event of any of the parties deciding to retain any of the flats units apartments and car parking spaces in the building (hereinafter referred to as the RETAINED AREA) it shall be entitled to do so (hereinafter referred to as the RETAINING



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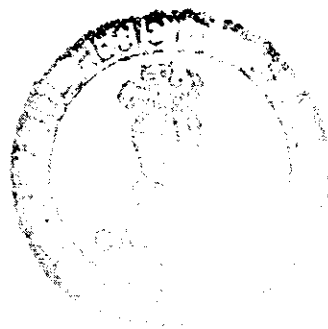
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ADDITIONAL REGISTRAR
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PARTY) and the share of such retaining party will stand reduced that is to say if based on the revenue sharing if a party is entitled to revenue in respect of 10000 sq.ft. and if such retaining party intends to retain for itself 2500 sq.ft. the share of the Retaining Party in the revenue will stand reduced to 7500 sq.ft.

- 15.3 Service Tax, Income Tax and any other taxes which may be imposed by any authority, payable in respect of the revenue, flats and units in respect of the Owner's Allocation /Share respectively shall be paid by the respective Owner and vice versa. It is hereby expressly made clear that the Developer would not be responsible for payment of the said taxes in respect of the Owners Allocation/Share and the defaulting Owner shall keep the Developer indemnified for all loss costs and consequences arising out of non-payment of such taxes.
- 15.4 The Developer will be entitled to enter into agreements for sale and transfer of the development in its own name in respect of the various flats, units, apartments, showroom, constructed spaces and car parking spaces forming part of the development and to receive realize and collect the sale proceeds and other amounts as stated hereinabove.
- 15.5 Each of the parties hereby covenant and assure the other that in the event of any party being required to be a confirming party in any agreement and/or deed of conveyance it shall willingly execute such document as a confirming party.
- 15.6 The Developer shall be liable to make payment of all statutory dues and levies while undertaking construction of the building and/ or buildings in terms of this agreement PROVIDED HOWEVER the Owners and the Developer shall be liable to make payment of any amount which may have to be paid upon sale and transfer of the flats units apartments constructed spaces and car parking spaces forming part of their respective allocations

ARTICLE XVI- DOCUMENTATION

- 16.1 Mutually agreed Advocate and/or Solicitor shall undertake drafting and finalization of the agreements for sale and/ or deeds of conveyance with the intent and object that there is uniformity in the documents to be executed in favour of the intending purchasers.



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**ARTICLE XVII – CONTRIBUTION OF CHARGES – DEPOSITS AND
ADVANCES**

17.1 **CHARGES** –In addition to the share of revenue to part form of the Developer's Allocation/Share the Developer shall be entitled to retain all amounts paid by the intending purchasers on account of:

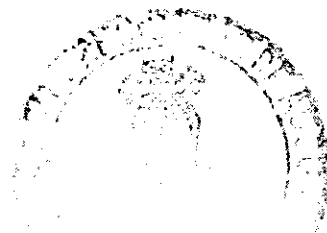
- i. Proportionate share of CESC Transformer charges/HT Services
- ii. Proportionate share of Generator connection to the flat
- iii. Proportionate share on account of recreational facilities to be provided for in the said housing complex for the benefit of the Flat Owners
- iv. Any amount which may become payable in accordance with Rule 25 of KMC Act for flats
- v. Such charges as may be determined for formation of the Holding Organization and/or Association of Flat Owners
- vi. By way of maintenance charges estimated for one year

The above mentioned amount shall also be paid by the Retaining Owner in respect of the Retained Units also.

17.2 In addition to the above each of the Intending Purchasers in terms of the agreements to be entered into with them shall also be liable to keep in deposit and/ or make payment by way of advances the proportionate share of municipal rates taxes and other outgoings estimated for one year or until such time mutation is effected in the name of the Intending Purchaser

17.3 For the aforesaid charges are indicative and the parties hereto from time to time may mutually agreed and/or decide to impose such further charges, which are to be recovered and/or paid by the intending purchasers from time to time to the Developer.

17.4 **SINKING FUND** – In addition to the above and in order to maintain decency of the said building to be constructed at the said Property and also for the purpose of making provision for any amount which may have to be incurred by way of capital expenditure each of the intending purchasers and the Retaining Owner shall be liable to pay and/ or to keep in deposit such amount which may be required to be paid as and by way of Sinking Fund and the amount to be paid on account of such Sinking Fund as shall be decided by the Developer



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- 17.5 The aforesaid amounts on account of deposits and advances to be retained by the Developer shall be made over by the Developer to the Holding Organization upon its formation

**ARTICLE XVIII – MAINTENANCE OF THE COMMON PARTS AND PORTIONS
FORMING PART OF THE SAID PROJECT**

- 18.1 The Developer shall be entitled to frame necessary rules and regulations for the purpose of regulating the user of the various units of the said project and each of the persons intending to and/or acquiring a unit/space in the said project shall be liable and agrees to observe such rules and regulations as shall be framed from time to time and shall also be liable to contribute the proportionate share on account of the maintenance charges to the maintenance company till such time the Holding Organization is formed.

ARTICLE XIX - FORCE MAJEURE-EXCLUSABLE DELAYS

- 19.1 Force Majeure shall mean any act of God including but not limited to flood, earthquake, fire, riot, war, storm, tempest, civil commotion, strike, labour unrest or any political or communal unrest or any other circumstances which may be beyond the control of the Developer. Neither of the parties shall be regarded to have committed any breach of the terms herein if it is prevented from discharging any of its obligations due to any condition amounting to Force Majeure or circumstances beyond its control.

ARTICLE XX - HOLDING ORGANISATION

- 20.1 After completion of the said Project or so soon thereafter the Developer shall cause a Society/Syndicate/Association/Company to be formed for the purpose of taking over of the common parts and portions and also for the purpose of rendition of the common services and each of the persons acquiring a unit/space in the said building and/or project shall be bound to become a member of such Holding Organization.
- 20.2 In the event of the control of the common parts and portions and the obligation of rendition of common services being entrusted by the Developer to any Facility




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Management Company (hereinafter referred to as the MANAGEMENT COMPANY) each of the persons acquiring a unit/space in the said building and/ or project shall be liable and unconditionally agrees to make payment of the proportionate share of the maintenance charges to such Management Company without raising any objection whatsoever or howsoever

ARTICLE XXI - OWNERS OBLIGATIONS/INDEMNITY

21.1 The Owners has agreed:

- i) To co-operate with the Developer in all respect for development of the said Property in terms of this agreement
- ii) To execute all deeds, documents and instruments as may be necessary and/or required from time to time
- iii) For the purpose of obtaining all permissions approvals and/or sanctions to sign and execute all deeds, documents and instruments as may be necessary and/ or required to enable the Developer to undertake construction of the Building and/ or Buildings in accordance with the said Plan
- iv) The Owners will grant a General Power of Attorney in favour of the Developer or its nominee and/ or nominees to enable the Developer with regard to above said premises 8/1 Alipore Park Road, Kolkata 700 027
 - a) Obtain sanction of the plan
 - b) Obtain all permissions approvals sanctions and/ or consents as may be necessary and/ or required including permission from the Fire Department, Police and other authorities
 - c) To appoint Architect, Engineers, Contractors and other Agents
 - d) To enter into Agreement for Sale in respect of the flats/units comprised in the building
 - e) Do all acts deeds and things for the purpose of giving effect to this agreement
 - f) To execute the Deed of conveyance in respect of the flats/units comprised in the building in respect of the undivided proportionate share in the land attributable to the saleable flats, units in favour of the Intending Purchases acquiring flats, units, apartments, constructed spaces and car parking spaces forming part of the housing project SUBJECT HOWEVER to what is hereinafter appearing



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- 21.2 **IT IS BEING EXPRESSLY AGREED AND DECLARED** that by virtue of the said Power of Attorney the Developer shall not be entitled to use or permit to be used any of the flats, units, apartments, constructed spaces and car parking spaces forming part of the building until such time the revenue allocable to the Owners is received by the respective Owners and nor shall be liable to foist any liability on the Owners on the strength of such power of attorney and shall keep the Owners saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.
- 21.3 The defaulting Owner has agreed to keep the Developer and the other Co owners indemnified for all loss costs and consequences if the project is stalled due to any act deed of the defaulting owner.

ARTICLE XXII- (DEVELOPER'S INDEMNITY)

- 22.1 The Developer hereby undertakes to keep the Owners indemnified and indemnify the Owners against all third party claims and actions arising out of any sort of act or omission of the Developer in or relating to the construction of the said Building.
- 22.2 The Developer hereby undertakes to keep the Owners indemnified and indemnifies the Owners against all actions suits costs proceedings and claims that may arise out of the Developer's action with regard to the development of the said Property and/ or in the matter of construction of the said Building and/ or for any defect therein.
- 22.3 If any accident or mishap takes place during construction until completion of the building whether due to negligence or otherwise any act of the Developer or their agents, the same shall be on account of the Developer and the Owners shall be fully absolved of any liability or claim thereof or there from.
- 22.4 The Developer hereby undertakes that without prior written permission of the Owners, the Developer shall not assign and/ or transfer this Development Agreement to any one whatsoever.
- 22.5 The Developer in its turn has also agreed to execute a limited power of attorney in favour of the Owners or their nominee and/ or nominees to sign and execute any agreement for sale and/ or deed of conveyance wherein the Developer is required to be



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REGIONAL REGISTRAR
OF COMPANIES, KOLKATA
14 MAR 2016

ADDITIONAL REGISTRAR
DETACHABLE-1, KOLKATA
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a confirming party and by virtue of such power of attorney the Owners and/ or their nominees being the Attorneys shall not be liable to foist any liability on the Developer and shall keep the Developer saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.

ARTICLE XXIII- NO CANCELLATION

23.1 This Agreement is binding on the parties hereto and their respective successor and/ or successors and none of the parties shall be entitled to cancel and/ or rescind this agreement. In the event of any default on the part of any of the parties (hereinafter referred to as the defaulting party) the other parties shall be entitled to sue the defaulting party for specific performance of this agreement and for other consequential reliefs.

ARTICLE XXIV-COVENANTS

24.1 It is hereby expressly made clear by and between the parties hereto that the whole object of the parties of entering into this agreement is to undertake development of the said Property by construction of building and/ or buildings thereon and to sell and transfer the various flats, units, apartments, constructed spaces and car parking spaces in favour of various intending purchasers and as such the parties have agreed to render all possible co-operation and assistance to each other

24.2 As and by way of negative covenants the Owners has agreed that during the subsistence of this Agreement the Owners shall

- i) Not sell transfer alienate and/ or further encumber the said Property save and except in respect of their respective allocations
- ii) Not to create interest of any other third party into or upon the said Property save and except in respect of their respective allocations
- iii) Not to do any act deed or thing whereby the Developer is prevented from undertaking development of the said Property
- iv) To do all acts deeds and things as may be necessary and/ or required from time to time for smooth implementation of these presents.



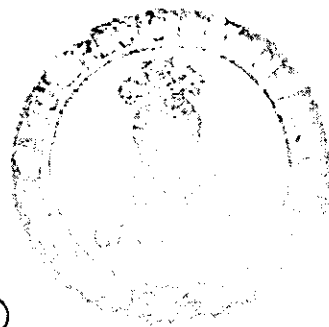
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REGISTRAR OF COMPANIES
KOLKATA
14 MAR 2016

ADDITIONAL REGISTRAR
REGISTRAR OF COMPANIES-I, KOLKATA
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ARTICLE XXV - MISCELLANEOUS

- 25.1 **RELATIONSHIP OF THE PARTIES**– The Owners and the Developer have entered into this agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between the Owners and Developer or be construed as a Joint Venture between the Owners and Developer or constitute an association of persons. Each party shall bear its own cost relating to the development of its share in the Property and shall bear its own losses and retain its profits separately.
- 25.2 If any terms or provisions of this Agreement are found to be or interpreted to be inconsistent with the above clauses in the agreement at a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the remaining provisions of this agreement shall prevail.
- 25.3 **NON WAIVER**– any delay tolerated and/ or indulgence shown by either party in enforcing the terms and conditions herein mentioned or any tolerance shown shall not be treated or constructed as a waiver of any breach nor shall the same in any way prejudicially affect the rights of either party.
- 25.4 **ENTIRE AGREEMENT**– this agreement supersedes all document and/ or writing and/ or correspondence exchanged between the parties hereto till the date of execution of this agreement. Any addition alteration or amendment to any of the terms mentioned herein shall not be capable of being enforced by any of the parties unless the same is recorded in writing and signed by both the parties.
- 25.5 **COSTS** – Each party shall pay and bear its own cost in respect of their respective advocates and/ or solicitor's fees. The registration charges towards this agreement and/ or any supplementary agreement, power of Attorney etc shall be paid borne and discharged by the Developer.
- 25.6 **NOTICES:** Notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid post with recorded delivery, or by fax addressed to the intended recipient at its address set out in this agreement or to such other address or telefax number as any party may from time to time duly notify to the others. Any such notice, demand of communication shall, unless the contrary is proved, be deemed to have been duly



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served (if given or made by fax) on the next following business day in the place or receipt (or if given by registered post with acknowledgement due) two days after posting and in proving the same it shall be sufficient to show, in the case of a letter, that the envelope containing the same was duly addressed, correctly stamped and posted and in case of a fax such telefax was duly dispatched to a current telefax number of the addressee.

- 25.7 No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any one of the parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy
- 25.8 Time shall be the essence as regards the provisions of this agreement, both as regards the time and period mentioned herein and as regards any times or periods which may, by agreement between the parties be substituted for them
- 25.9 If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 25.10 Save as hereinbefore provided, termination of this agreement for any cause shall not release a party from any liability which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act or omission prior to such termination.
- 25.11 All municipal rates taxes and other outgoings including Khazana (hereinafter referred to as the RATES & TAXES) payable in respect of the said Property upto the date of execution of this agreement shall be paid borne and discharged by the Owners and thereafter the same will be paid borne and discharged by the Developer till completion of the building.
- 25.12 The Agreement (together with schedules, if any) the entire agreement between the parties and save as otherwise expressly provided, no modifications, amendments or waiver of any of the provisions of this agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto



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ASSOCIATION OF ATTORNEYS OF LOUISIANA
14 MAR 2016

27 JAN 2016

- 25.13 This agreement shall be binding on the parties hereto and their respective successors and assigns
- 25.14 In the event of any ambiguity or discrepancy between the provisions of this agreement and the articles, then it is the intention that the provisions of this agreement shall prevail and accordingly the parties shall exercise all voting rights and other rights and powers available to them so as to give effect to the provisions of this Agreement and shall further, if necessary, procure any required amendment to the Articles.
- 25.15 Nothing contained in this agreement shall be deemed to constitute a partnership between the parties hereto nor shall constitute any party the agent of the other for any purpose
- 25.16 Each party shall co-operate with the others and execute and deliver to the others such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

ARTICLE XVI- ARBITRATION

- 26.1 All disputes and differences between the parties hereto in any way touching or concerning these presents or the construction and interpretation of any of the terms and conditions herein contained shall be referred to arbitration in accordance with the provisions of the Arbitration & conciliation Act 1996 or any other statutory modification or enactment thereto for the time being in force to the sole arbitration of a person in whom both parties have full trust and confidence failing whereof each party shall be entitled to nominate and appoint one arbitrator and the said three arbitrators shall be entitled to nominate and appoint the fourth and/ or presiding Arbitrator and the same shall be deemed to be a reference within the meaning of the Arbitration & Conciliation Act 1996 or any other statutory modification or enactment thereto for the time being in force
- 26.2 The parties shall assist and co-operate with the Arbitrator in all regards with the intent and object that the Arbitrator shall be in a position to make and publish his Award within a time bound schedule and preferably within a period of four months from the date of entering upon the reference



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ADDITIONAL COMMISSIONER
OF ASSESSMENT & TAXATION
14 MAR 2016

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26.3 Courts at Kolkata alone shall have jurisdiction to entertain try and determine all actions suits and proceedings arising out of these presents between the parties hereto

THE FIRST SCHEDULE ABOVE REFERRED TO

(PROPERTY)

ALL THAT piece and parcel of revenue free or Lakheraj land containing an area of One Bigha Sixteen Cottahs One Chittacks and Forty Sq. Ft. Lying, situate at and being the premises known as 8/1 Alipore Park Road, Kolkata - 700027, Alipore, situate in Mouza Durgapur, Pargana Maguar, Thana and Sub – Registration District Alipore in the District of Parganas, within the jurisdiction of Ward No. 74 of the Kolkata Municipal Corporation **together with** brick built messuage or dwelling house and all other buildings, yards, outhouses, garages thereon or on part thereof and the above property is butted bounded as following :-

On the North	:By partly by premises No.8/5, Alipore Park Road and partly by premises No.8/4, Alipore Park Road;
On the South	:By common passage and beyond that party by premises No.9/1A, Alipore Park Road also hereby conveyed unto the purchaser partly by 19 Raja Santosh Road;
On the East	:By Alipore Park Road;
On the West	:By No.8/1/1, Alipore Park Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

(SPECIFICATIONS)

Structure:-

- Foundation: RCC Pile Foundation.
- Building: Reinforced Concrete Cement (RCC) framed structure with columns, beams and slabs. Earthquake resistant.

Elevators:-

Two Nos. of Automatic Lift (10 passenger) each and one service/ servants bed lift.



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Flooring:-

- Imported Italian marble slab flooring in the dining and drawing room and good quality marble in bedrooms and good quality tiles on the walls and floors of bathroom.
- All kitchens and bathrooms floors to be properly water proofed along with the roof.

Doors & Windows:-

- Windows – large French type aluminum/UPVC matching with the elevation wood panel doors and frames for all rooms with decorative main doors. All other doors to have good quality locks and fittings.

Wall Finish and Interiors:-

- Cement putty finish on all interior walls.
- Common areas will be painted with Acrylic Emulsion Paint.
- All Lobbies with decorative ceiling and imported Italian marble/ Granite paneled lift façade and flooring.
- Anti-termite, treatment on land and building plinth

Electrical:-

- Copper wiring throughout in concealed conduits with provision for adequate light points, TV, Telephone Sockets with MCB's with good quality switches. Electronic tripping device in each flat to avoid shocks.
- VRV A/c on Extra Cost

Kitchen:-

- Granite top cooking platform with one stainless steel sink with drain board good quality vitrified tiles of granite/marble flooring.
- Hot and cold water line in the Kitchen
- Exhaust fans in Kitchen

Bathroom:-

- Good quality fittings in all the bathrooms
- Light colored sanitary ware
- Hot and cold water line in all the bathrooms.
- Facilities for exhaust fans in bathrooms



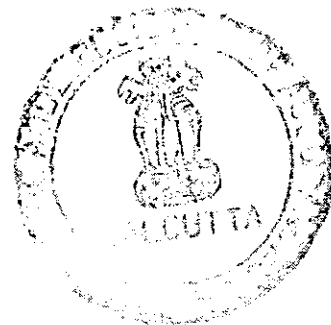
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- Geyser points in all bathrooms & 1 washing machine point.

General Facilities:-

- Intercom facility in each flat (with closed circuit T.V.) for communication between main lobby, gate and flats
- DTII/Cable connection in all bedrooms and drawing room.
- Fire fighting equipments as per recommendations.
- Generator Back-up in full for to each flat to be made available with automatic changeover but any power requirement will be available at an extra cost.
- Air-conditioned Community Hall.
- Main lobby at the ground floor to be air-conditioned
- Water proofing of the roof and finished with roof tiles.
- Driveway – Greenery, flowerpots/creepers.
- Provisions for 2 Telephone lines in each flat in each room.
- Decorative Boundary wall with proper landscaping and as per specification of the Architect
- Car parking on the basement and the ground floor.
- Mechanical parking on the ground floor.
- Landscaped lawn & Gym connected to the Community Hall.



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RECEIVED
OFFICE OF THE
14 MAR 2016
GENERAL REGISTRAR
OF INSURANCES, KOLKATA
27 JAN 2016

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

SIGNED AND DELIVERED by the OWNER

Kauna Chatterjee

At Kolkata in the presence of:

Witness: *Pankaj Chaudhury.*

① *244, Tiljala Road, Kolkata-700046*

② *Ashok Das. S/o*
Rt. B. N. Das
70, K. S. Ray Rd.
Kol-1

SIGNED AND DELIVERED by the DEVELOPER

JUNEJA HEIGHTS LLP

at Kolkata in the presence of:

[Signature]
Designated Partner

① Witness: *Pankaj Chaudhury.*

(PANKAJ CHAUDHURY)
S/o Late. Sajeeb Chaudhury.

② *Ashok Das.*
ASHOK DAS

Drafted By

Sudipa Bhattacharya

Sudipa Bhattacharya

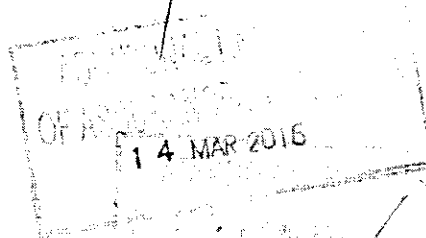
Advocate

High Court, Calcutta

F-128/99



92



27 JAN 2016

Receipt

Received from the within mentioned Developer to Owner a sum of **Rs.5,00,000/- (Rupees: Five Lacs Only)** towards payment of the consideration, paid by Cheque/Draft;

Bank Name	Branch	Cheque no.	Date	Amount (Rs.)
ICICI Bank	Topsia Branch	500676	15.03.2016	5,00,000/-

Kauna Chatterjee

OWNER

Witnesses:

Signature Pankaj Choudhury

Name PANKAJ CHAUDHURY

Signature 

Name ASHOK DAS



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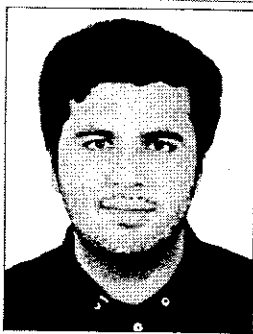
COMMONWEALTH OF MASSACHUSETTS
14 MAR 2016

27 JAN 2016

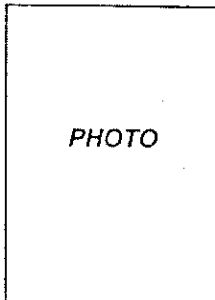
SPECIMEN FORM FOR TEN FINGER PRINTS



<i>Kavina Chatterjee</i>		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	LEFT HAND					
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	RIGHT HAND					



<i>[Signature]</i>		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	LEFT HAND					
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<i>[Signature]</i>	RIGHT HAND					



		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	LEFT HAND					
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	RIGHT HAND					

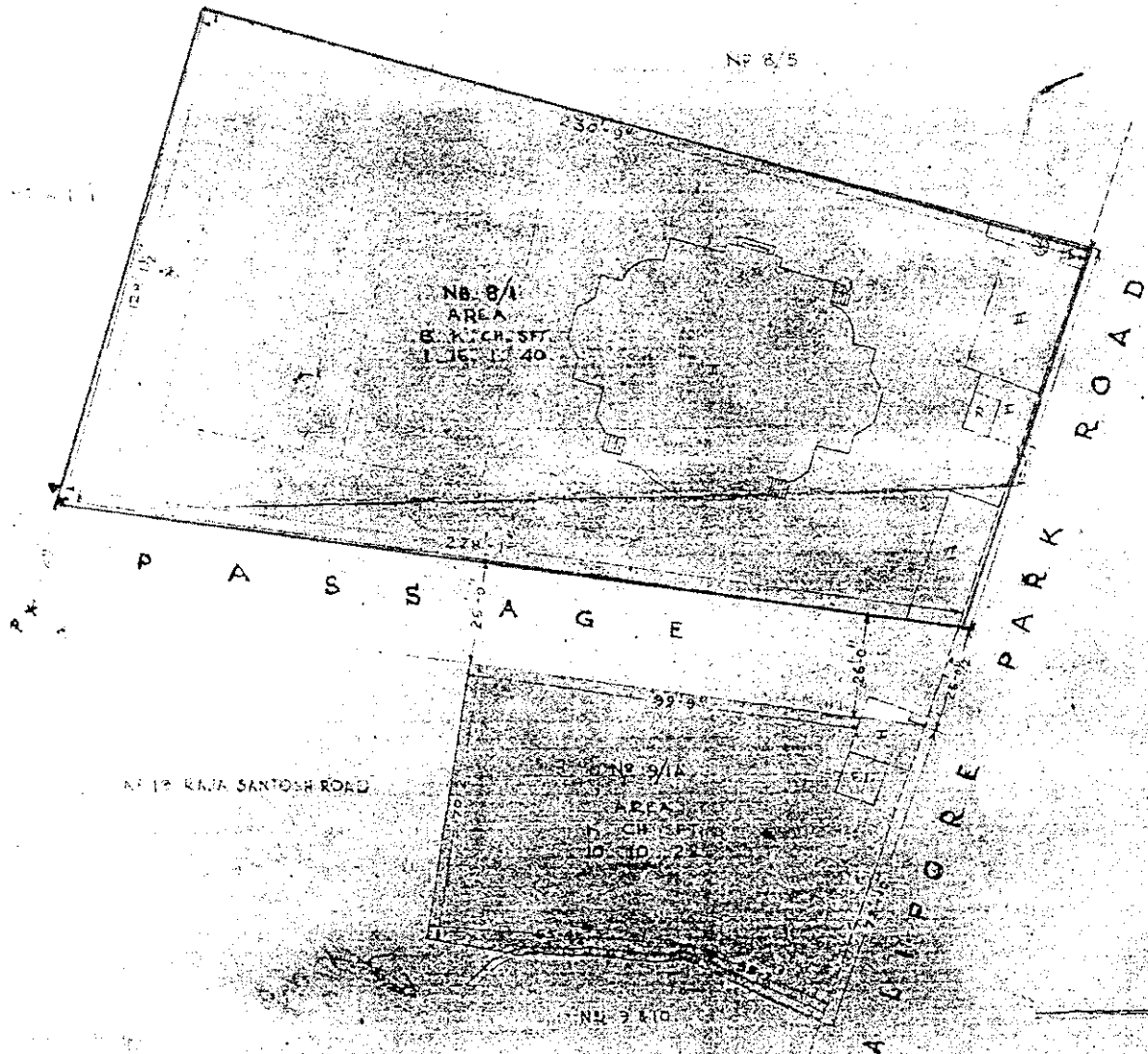


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ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
14 MAR 2016

ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
27 JAN 2016

NO. 9/1A, ALIPORE PARK ROAD



Upendranath Anandachari

Witnesses:

Radwantha Math Li

Nahin Rangan Hazra

Tara Padma Sen

CHARTERED SURVEYOR
TOWER HOUSE
CHOWRINGHEE STR.
CALCUTTA. 12.9

JUNEJA HEIGHTS LLP

[Signature]
Designated Partner



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ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
14 MAR 2016

ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
27 JAN 2016



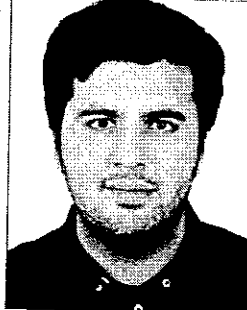
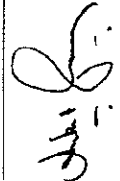
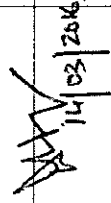
Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - I KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19010000337299/2016

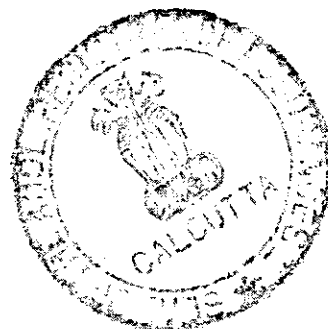
I. Signature of the Person(s) admitting the Execution at Private Residence.

PRESENTANT	SI No.	Name of the Executant	Category		Finger Print 1339 	Signature with date Kawna Chatterjee 14.3.2016.
	1	Mrs Kawna Chatterjee 9 Dr Un Brahmachari Street, P.O:- Circus Avenue, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017	Land Lord			
	SI No.	Name of the Executant	Category		Finger Print 	Signature with date  14/03/16
	2	Mr Ankit Juneja 13 Raja Santosh Road, P.O:- Alipore, P.S:- Alipore, District:-South 24- Parganas, West Bengal. India, PIN - 700027	Represent ative of Developer [Juneja Heights LLP]			
	SI No.	Name and Address of identifier	Identifier of		1346	Signature with date
	1	Mr DHRUVA RAY Son of PRANAB RANJAN RAY CD-69, SECTOR-I, SALT LAKE CITY, P.O:- BIDHANNAGAR, P.S:- Bidhannagar, District:-North 24- Parganas, West Bengal, India, PIN - 700064	Mrs Kawna Chatterjee, Mr Ankit Juneja,			 14/03/2016

(Sujan Kumar Maity)

ADDITIONAL REGISTRAR
OF ASSURANCE

OFFICE OF THE A.R.A. - I
KOLKATA



Handwritten signature or mark.

ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
4 MAR 2016

ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
27 JAN 2016

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 19-201516-003646221-1

Payment Mode Online Payment

GRN Date: 14/03/2016 15:51:26

Bank : ICICI Bank

BRN : 934065767

BRN Date: 14/03/2016 16:00:05

DEPOSITOR'S DETAILS

Name : JUNEJA HEIGHTS LLP

Contact No. : 913340170025

Mobile No. : +91 9830604966

E-mail : a.chakraborty@jcgroup.in

Address : 44, MATHESWARTALLA ROAD

Applicant Name : Ms Sudipa Bhattacharya

Office Name :

Office Address :

Status of Depositor : Others

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 4

Id No. : 19010000337299/4/2016

[Query No./Query Year]

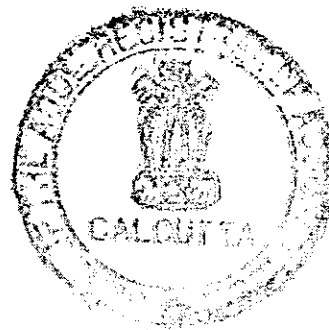
PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	19010000337299/4/2016	Property Registration- Registration Fees	0030-03-104-001-16	5594
2	19010000337299/4/2016	Property Registration- Stamp duty	0030-02-103-003-02	74921

Total

80515

In Words : Rupees Eighty Thousand Five Hundred Fifteen only



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ADDITIONAL REGISTRAR
OF ASSURANCES & KOLKATA
14 MAR 2016

KOLKATA
27 JAN 2016

✓



GOVERNMENT OF INDIA

भारत सरकार

Government of India



ডক্টর প্রতীক রায়

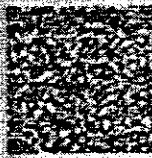
Dr. Pratik Ray

পিতা : শ্রী প্রতাপ রায়

Father : Pratik Ranjan Ray

জন্ম তারিখ / DOB : 26/04/1970

পুরুষ / Male



7551 0535 1201

আধার - সাধারণ মানুষের অধিকার



ভারতীয় জনসংখ্যা নিয়ন্ত্রণ কর্তৃপক্ষ

Unique Identification Authority of India

ঠিকানা:

সিডি 69, সেক্টর 1, উত্তর কলকাতা

বিধাননগর (ম), উত্তর কলকাতা

উত্তর 24 পরগনা, পশ্চিমবঙ্গ

700064

Address:

CD-69, SECTOR 1, SALT LAKE

Bidhannagar(M), Bidhannagar,

North 24 Parganas, West Bengal,

700064

7551 0535 1201





1947
TOLL 301 1241

www.uidai.gov.in

www.uidai.gov.in

✓

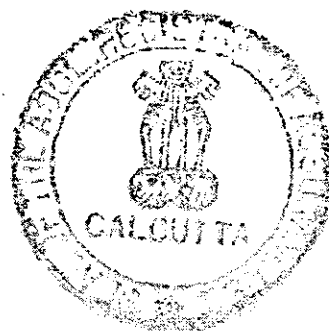


Seller, Buyer and Property Details

A. Land Lord & Developer Details

Presentant Details	
SL No.	Name and Address of Presentant
1	Mrs Kawna Chatterjee Wife of Late Pradip Chatterjee 19 Dr Un Brahmachari Street, P.O:- Circus Avenue, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017

Land Lord Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	Mrs Kawna Chatterjee Wife of Late Pradip Chatterjee 19 Dr Un Brahmachari Street, P.O:- Circus Avenue, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017 Sex: Female, By Caste: Hindu, Occupation: Professionals, Citizen of: India, PAN No. ACOPC0070G,; Status : Individual; Date of Execution : 14/03/2016; Date of Admission : 14/03/2016; Place of Admission of Execution : Pvt. Residence



9
ADDITIONAL REGISTRAR
OF ASSURANCE, KOLKATA
14 MAR 2016
RECEIVED

Developer Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	Juneja Heights LLP 44 Matheswartolla Road, P.O:- Gobinda Katik, P.S:- Topsia, District:-South 24-Parganas, West Bengal, India, PIN - 700046 PAN No. AALFJ7789G,; Status : Organization; Represented by representative as given below:-
1(1)	Mr Ankit Juneja 13 Raja Santosh Road, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AFXPJ1432P,; Status : Representative; Date of Execution : 14/03/2016; Date of Admission : 14/03/2016; Place of Admission of Execution : Pvt. Residence

B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	Mr DHURVA RAY Son of PRANAB RANJAN RAY CD-69, SECTOR-I, SALT LAKE CITY, P.O:- BIDHANNAGAR, P.S:- Bidhannagar, District:-North 24- Parganas, West Bengal, India, PIN - 700064 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India,	Mrs Kawna Chatterjee, Mr Ankit Juneja,	

C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: South 24-Parganas, P.S:- Alipore, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Alipore Park Road, , Premises No. 8/1		1 Bigha 16 Katha 1 Chatak 40 Sq Ft	1/-	31,40,10,373/ -	Proposed Use: Bastu, Property is on Road

D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	Sudipa Bhattacharya
Address	7C K S Roy Road,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001

Details of the applicant who has submitted the requisition form	
Applicant's Name	Sudipa Bhattacharya
Address	7C K S Roy Road, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001
Applicant's Status	Advocate

21/03/2016 Query No:-19010000337299 / 2016 Deed No :I - 190102260 / 2016, Document is digitally signed.

Page 45 of 48

Office of the A.R.A. - I KOLKATA, District: Kolkata
Endorsement For Deed Number : I - 190102260 / 2016

Query No/Year	19010000337299/2016	Serial no/Year	1901002139 / 2016
Deed No/Year	I - 190102260 / 2016		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Mrs Kawna Chatterjee	Presented At	Private Residence
Date of Execution	14-03-2016	Date of Presentation	14-03-2016

Remarks

On 12/03/2016

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 31,40,10,373/-



(Sujan Kumar Maity)

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - I KOLKATA

Kolkata, West Bengal

On 14/03/2016

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

Presented for registration at 20:16 hrs on : 14/03/2016, at the Private residence by Mrs Kawna Chatterjee ,Executant.

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

Execution is admitted on 14/03/2016 by

Mrs Kawna Chatterjee, Wife of Late Pradip Chatterjee, 19 Dr Un Brahmachari Street, P.O: Circus Avenue, Thana: Shakespeare Sarani, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700017, By caste Hindu, By Profession Professionals

Indetified by Mr DHRUVA RAY, Son of PRANAB RANJAN RAY, CD-69, SECTOR-I, SALT LAKE CITY, P.O: BIDHANNAGAR, Thana: Bidhannagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700064, By caste Hindu, By Profession Service

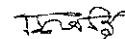
Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 14/03/2016 by

Mr Ankit Juneja Partner, Juneja Heights LLP, 44 Matheswartolla Road, P.O:- Gobinda Katik, P.S:- Topsia, District:-South 24-Parganas, West Bengal, India, PIN - 700046 Mr Ankit Juneja, Son of Mr Ramesh Juneja, 13 Raja Santosh Road, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By profession Business

Indetified by Mr DHRUVA RAY, Son of PRANAB RANJAN RAY, CD-69, SECTOR-I, SALT LAKE CITY, P.O: BIDHANNAGAR, Thana: Bidhannagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700064, By caste

Hindu, By Profession Service



(Sujan Kumar Maity)

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - I KOLKATA

Kolkata, West Bengal

On 16/03/2016

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,594/- (B = Rs 5,489/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 5,594/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

1. Rs. 5,594/- is paid, by online on 14/03/2016 4:00PM with Govt. Ref. No. 192015160036462211 on 14-03-2016, Bank: ICICI Bank (ICIC00000006), Ref. No. 934065767 on 14/03/2016, Head of Account 0030-03-104-001-16

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

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

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 74,921/-

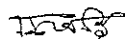
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

1. Rs. 74,921/- is paid, by online on 14/03/2016 4:00PM with Govt. Ref. No. 192015160036462211 on 14-03-2016, Bank: ICICI Bank (ICIC00000006), Ref. No. 934065767 on 14/03/2016, Head of Account 0030-02-103-003-02

Payment of Stamp Duty

Description of Stamp

1. Rs 100/- is paid on Impressed type of Stamp, Serial no 117450, Purchased on 09/03/2016, Vendor named Anjushree Banerjee.



(Sujan Kumar Maity)

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - I KOLKATA

Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1901-2016, Page from 80070 to 80117

being No 190102260 for the year 2016.



Digitally signed by SUJAN KUMAR
MAITY

Date: 2016.03.21 10:39:52 +05:30

Reason: Digital Signing of Deed.

(Sujan Kumar Maity) 21/03/2016 10:39:51
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
West Bengal.

(This document is digitally signed.)

DATED THIS 14th DAY OF March 2016

BETWEEN

SMT. KAWNA CHATTERJEE

.....OWNER

AND

JUNEJA HEIGHTS LLP

.....DEVELOPER

DEVELOPMENT AGREEMENT

Sudipa Bhattacharya

Advocate

Hastings Chambers,

7C, Kiran Shankar Roy Road,

Ground Floor,

Kolkata-700 001.