DELIVERED

AGREEMENT FOR REDEVELOPMENT

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WHEREAS it is found that the said property has not been assessed to tax or has been under-assessed by reason of concealment of the particulars thereof within the meaning of section 2(c) of the Bengal Estate Duty Act, 1940 (Ben. V of 1940) and it appears that the said property is liable to be assessed to estate duty under the provisions of the said Act;

AND WHEREAS it is necessary to ascertain the correct value of the said property for the purpose of assessment of estate duty and for that purpose to enter upon and survey the said property and to do all other things necessary for the ascertainment of the correct value thereof;

NOW THEREFORE I, Sri Sudip Kumar Sen, Inspector of Estate Duty, Calcutta Estate Duty Circle, Calcutta, in exercise of the powers conferred upon me by section 58 of the Bengal Estate Duty Act, 1940 (Ben. V of 1940), hereby authorise Sri Ajit Kumar Sen, Sri Sudhir Kumar Sen, Sri Sunil Kumar Sen, Sri Amal Kumar Sen, Sri Kalyan Kumar Sen, Sri Ashok Kumar Sen, Sri Ajoy Kumar Sen, Sri Tarun Kumar Sen, Sri Sukumar Sen, Sri Sudhir Kumar Sen, Sri Sudhir Kumar Sen, Sri Sudhir K

(1) [illegible]

Pdg. the advocate on the [illegible] Mr. Prabuddha Kumar Chowdhury, (2) Shri Bhabesh Ranjan Kumar Chowdhury, (3) Smt. Sharmi Rani Chowdhury and (4) Shri Anindya Prabuddha Kumar Chowdhury, all residing at/near Police Station Kotwali, Dist. Dhanbad, have jointly filed this suit for declaration of their title in respect of the suit property described in the schedule below and for consequential reliefs against the defendants.

The case of the plaintiffs, briefly stated, is that the suit property, which is a residential flat measuring about 1200 sq. ft. (super built-up area) on the second floor of the building known as "Shanti Niwas", situated at Plot No. 45, Road No. 3, Bank More, Dhanbad, was originally owned by late Prabuddha Kumar Chowdhury, who was the father of the plaintiffs and the husband of the proforma defendant. The said Prabuddha Kumar Chowdhury died intestate on 14th March, 2019, leaving behind him surviving the plaintiffs, the proforma defendant and a married daughter, Smt. Rekha Chowdhury, who has since been married and is not a party to this suit. It is stated that after the death of the said Prabuddha Kumar Chowdhury, the plaintiffs and the proforma defendant inherited the suit property in accordance with the personal law applicable to them, and they have been in peaceful possession and enjoyment of the same as co-owners since then.

It is further stated that the defendant, who is the younger brother of the plaintiff No. 1, has been illegally trying to interfere with the peaceful possession of the plaintiffs and the proforma defendant over the suit property and has even threatened to dispossess them forcibly. The plaintiffs have, therefore, filed this suit for the reliefs mentioned above.

The defendant has entered appearance and filed his written statement, denying most of the material allegations made in the plaint. He has admitted that the suit property was originally owned by late Prabuddha Kumar Chowdhury, but has contended that the said Prabuddha Kumar Chowdhury had executed a registered Will dated 12th January, 2018, bequeathing the suit property exclusively in favour of the defendant. The defendant has further stated that he has been in exclusive possession of the suit property since the death of his father and has even carried out certain repairs and renovations therein at his own cost. He has, therefore, prayed that the suit be dismissed with costs.

On the basis of the pleadings of the parties, the following issues were framed for trial:

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The plaintiffs have examined themselves as P.W.1 to P.W.3 and have also produced certain documents, including the alleged Will, which have been marked as Exhibits. The defendant has examined himself as D.W.1 and has also produced certain documents, which have been marked as Exhibits. Both the learned counsel for the parties have been heard at length.

(1) [illegible]

The plaintiffs have filed their evidence on affidavit. Pdg. the advocate on the [illegible] Mr. Prabuddha Kumar Chowdhury, (2) Shri Bhabesh Ranjan Kumar Chowdhury, (3) Smt. Sharmi Rani Chowdhury and (4) Shri Anindya Prabuddha Kumar Chowdhury, all residing at/near Police Station Kotwali, Dist. Dhanbad, have jointly filed this suit for declaration of their title in respect of the suit property described in the schedule below and for consequential reliefs against the defendants.

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[illegible] against him. Learned Public Prosecutor Mr. Tushar Kanti Chakraborty and other learned advocates of the Hooghly Judgeship Bar Association, Mr. Sanjib Pratim Mukherjee and Mr. Sanjoy Bhattacharjee, have also submitted their views on the matter.

[illegible] Mr. Tushar Kanti Chakraborty, learned Public Prosecutor, has submitted that the allegations against the accused persons are very serious in nature. The offence was committed in a premeditated manner. The accused persons have no respect for the rule of law. They have no regard for the sanctity of the judicial process. They have no respect for the judicial officers. They have no respect for the Court. They have no respect for the Constitution of India. They have no respect for the democratic values. They have no respect for the democratic traditions. They have no respect for the democratic institutions. They have no respect for the democratic ideals. They have no respect for the democratic aspirations of the people. They have no respect for the democratic way of life. They have no respect for the democratic form of government. They have no respect for the democratic system of justice. They have no respect for the democratic rule of law. They have no respect for the democratic principles of equality, liberty and fraternity. They have no respect for the democratic principles of secularism, socialism and democracy. They have no respect for the democratic principles of sovereignty, socialism, secularism, democracy and republic. They have no respect for the democratic principles of justice, liberty, equality and fraternity. They have no respect for the democratic principles of dignity of the individual and unity and integrity of the nation. They have no respect for the democratic principles of rule of law, separation of powers, independence of judiciary, judicial review, fundamental rights, directive principles of state policy, fundamental duties, secularism, democracy, republic, sovereignty, socialism, justice, liberty, equality, fraternity, dignity of the individual, unity and integrity of the nation. They have no respect for the democratic principles of rule of law, separation of powers, independence of judiciary, judicial review, fundamental rights, directive principles of state policy, fundamental duties, secularism, democracy, republic, sovereignty, socialism, justice, liberty, equality, fraternity, dignity of the individual, unity and integrity of the nation.

[illegible] Mr. Sanjib Pratim Mukherjee, learned advocate, has submitted that the accused persons have no respect for the rule of law. They have no respect for the judicial process. They have no respect for the judicial officers. They have no respect for the Court. They have no respect for the Constitution of India. They have no respect for the democratic values. They have no respect for the democratic traditions. They have no respect for the democratic institutions. They have no respect for the democratic ideals. They have no respect for the democratic aspirations of the people. They have no respect for the democratic way of life. They have no respect for the democratic form of government. They have no respect for the democratic system of justice. They have no respect for the democratic rule of law. They have no respect for the democratic principles of equality, liberty and fraternity. They have no respect for the democratic principles of secularism, socialism and democracy. They have no respect for the democratic principles of sovereignty, socialism, secularism, democracy and republic. They have no respect for the democratic principles of justice, liberty, equality and fraternity. They have no respect for the democratic principles of dignity of the individual and unity and integrity of the nation. They have no respect for the democratic principles of rule of law, separation of powers, independence of judiciary, judicial review, fundamental rights, directive principles of state policy, fundamental duties, secularism, democracy, republic, sovereignty, socialism, justice, liberty, equality, fraternity, dignity of the individual, unity and integrity of the nation.

[illegible] Mr. Sanjoy Bhattacharjee, learned advocate, has submitted that the accused persons have no respect for the rule of law. They have no respect for the judicial process. They have no respect for the judicial officers. They have no respect for the Court. They have no respect for the Constitution of India. They have no respect for the democratic values. They have no respect for the democratic traditions. They have no respect for the democratic institutions. They have no respect for the democratic ideals. They have no respect for the democratic aspirations of the people. They have no respect for the democratic way of life. They have no respect for the democratic form of government. They have no respect for the democratic system of justice. They have no respect for the democratic rule of law. They have no respect for the democratic principles of equality, liberty and fraternity. They have no respect for the democratic principles of secularism, socialism and democracy. They have no respect for the democratic principles of sovereignty, socialism, secularism, democracy and republic. They have no respect for the democratic principles of justice, liberty, equality and fraternity. They have no respect for the democratic principles of dignity of the individual and unity and integrity of the nation. They have no respect for the democratic principles of rule of law, separation of powers, independence of judiciary, judicial review, fundamental rights, directive principles of state policy, fundamental duties, secularism, democracy, republic, sovereignty, socialism, justice, liberty, equality, fraternity, dignity of the individual, unity and integrity of the nation.

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[illegible] Ref. No.: 10 of 2011(Sec.) dated: 7.1.11 & 8.1.11 covering Encumbrance Certificate Ref. No. 1051/1081 Dag Number No. 118 and Khatian No. 46 of Mouza [illegible] duly attested in the Records, A.D.S.R. Sonai, Nagaon, within the valid time in the Nagaon Municipal Corporation Ward No. 15 vide Ref. No. [illegible] No. 6 A. Dated 2nd [illegible] by way of sale to Shri. Monotosh Das alongwith Khagarijat Pata Owner No. 11 (hereinafter referred to as Said Owner) duly valid upto 31.12.2011 and Mutation Certificate issued by Circle Officer, Jagiroad, Nagaon vide Ref. No. [illegible] dated 7.1.11 & 8.1.11 and Rent Receipt No. 1414 on Nagaon Mouza No. 107 as per Jamabandi No. 2 of 2010-11 are hereto annexed.

That one such Shri. Mitrajeet Saikia, Khagarijat was commissioned for a new registered sale of land as stated in the Agreement dated 12.1.11 bearing Ref. No. [illegible] executed by Shri. Monotosh Das (hereinafter referred to as the Owner) and Shri. Jiten Kr. Saikia, Khagarijat (hereinafter referred to as the Purchaser) and the Purchaser has agreed to purchase and the Owner has agreed to sell the said Land at the rate of Rs. [illegible] per Bigha and the Purchaser has paid a sum of Rs. [illegible] as earnest money and the Purchaser has agreed to pay the balance amount of Rs. [illegible] to the Owner at the time of registration of the said Land in favour of the Purchaser and the Owner has agreed to execute and register the said Land in favour of the Purchaser on receipt of the balance amount of Rs. [illegible] from the Purchaser.

[illegible]

That one such Shri. Mitrajeet Saikia, Khagarijat was commissioned for a new registered sale of land as stated in the Agreement dated 12.1.11 bearing Ref. No. [illegible] executed by Shri. Monotosh Das (hereinafter referred to as the Owner) and Shri. Jiten Kr. Saikia, Khagarijat (hereinafter referred to as the Purchaser) and the Purchaser has agreed to purchase and the Owner has agreed to sell the said Land at the rate of Rs. [illegible] per Bigha and the Purchaser has paid a sum of Rs. [illegible] as earnest money and the Purchaser has agreed to pay the balance amount of Rs. [illegible] to the Owner at the time of registration of the said Land in favour of the Purchaser and the Owner has agreed to execute and register the said Land in favour of the Purchaser on receipt of the balance amount of Rs. [illegible] from the Purchaser.

[illegible]

That one such Shri. Mitrajeet Saikia, Khagarijat was commissioned for a new registered sale of land as stated in the Agreement dated 12.1.11 bearing Ref. No. [illegible] executed by Shri. Monotosh Das (hereinafter referred to as the Owner) and Shri. Jiten Kr. Saikia, Khagarijat (hereinafter referred to as the Purchaser) and the Purchaser has agreed to purchase and the Owner has agreed to sell the said Land at the rate of Rs. [illegible] per Bigha and the Purchaser has paid a sum of Rs. [illegible] as earnest money and the Purchaser has agreed to pay the balance amount of Rs. [illegible] to the Owner at the time of registration of the said Land in favour of the Purchaser and the Owner has agreed to execute and register the said Land in favour of the Purchaser on receipt of the balance amount of Rs. [illegible] from the Purchaser.

[illegible] above and marked 'A' and annexed Plot No. 280 (corresponding to commencement Survey No. 71 (Old Survey No.), lying & situate at the Village Mouje Kolgaon, Taluka Karjat, District Raigad, within the limits of the Karjat Municipal Council, Karjat No. 71, Survey No. 20, Hissa No. 5, Taluka and District Raigad - 410201(R) by way of sale to Mrs. [illegible] for Rs. [illegible] only) as a Sole Owner vide Registered Sale Deed dated [illegible] and registered at Sr. No. [illegible] of the Joint Sub Registrar, Alibag-III at Karjat. Since the Transferor No. [illegible] has Purchased the said

That, she and Shri. [illegible] Amendment further has undertaken and such Amendment agreed Code of Construction of the Apartment Premises by Construction Ltd. "[illegible] & Residential Hissa No. [illegible] on the [illegible] of Land, bearing [illegible] Survey No. [illegible] of Village Mouje Kolgaon, Taluka Karjat, District Raigad, within the limits of the Karjat Municipal Council, Karjat No. [illegible] and such Conveyance of the said Apartment and Undivided and Impartible rights thereto;

That, the aforesaid Shri. [illegible] Amendment Permissions made upon the revenue records the Mouje Code and subsequent upon the Amendments, the aforesaid property considered upon the Widow [illegible] Husband [illegible] Sons, Only such Shri. [illegible] Son [illegible] and only daughter Ku. [illegible] Daughter [illegible] after marriage considered as Wife [illegible] Shri. [illegible] Husband, her Consent Mr. [illegible] and Ku. [illegible] of Immovable succession [illegible] and legal Heirs of the deceased;

That, the aforesaid Shri. [illegible] Amendment Name entered [illegible] by the Karjat Municipal Corporation by mutation her name as per [illegible] records, consequent upon the death of Late [illegible] Late Shri. [illegible] Amendment [illegible] and [illegible] husband by Shri. [illegible] and daughter [illegible] Shri. [illegible] and Ku. [illegible] daughter Ku. [illegible] Daughter [illegible] Shri. [illegible] Husband [illegible] by Shri. [illegible] Sons Shri. [illegible] of the Revenue Commissioner has executed the Karjat Municipal Corporation [illegible] vide its Circular No. [illegible] dated [illegible] and recorded the said property in the name of Smt. [illegible] Amendment;

That, recently she decided to sell the aforesaid Shri. [illegible] Amendment for the Residential purpose and [illegible] and Shri. [illegible] Amendment agreed Sale with the Purchasers, their successors, assigns, [illegible] and nominees/s agreed Sale [illegible], That consideration whether in Shri. [illegible] property mentioned above Mrs. [illegible] Sole Owner Shri. [illegible] Amendment Name Ku. [illegible] Amendment and Shri. [illegible] [illegible] of Immovable Successors Shri. [illegible] and Shri. [illegible] of the Amendment and Sole Owner [illegible] Amendment [illegible] and Shri. [illegible] Amendment [illegible] as also in the Property Card or Sole Owner [illegible] Amendment [illegible] Survey No. [illegible] dated [illegible];

[illegible]

[illegible] Shri Ashwini Kumar Choudhary, Ld. Shri Pradeep Kumar Choudhary, Ld. Shri Pradeep Kumar Choudhary and Ld. Shri Sourabh Kumar Choudhary, Advocates for the Petitioner. None for the Respondent. Heard and perused the case file. Vide this petition, the petitioner has prayed for quashing the impugned order dated 21.12.2020 passed by the learned Judicial Magistrate, 1st Class, Purnea in connection with Complaint Case No. 1153 of 2020 whereby and whereunder the learned Judicial Magistrate, 1st Class, Purnea has taken cognizance against the petitioner and others for the offence punishable under Section 420 of the Indian Penal Code.

The brief facts of the case are that the Respondent No. 2 filed a complaint petition before the learned Judicial Magistrate, 1st Class, Purnea stating inter alia that the petitioner and others have committed fraud upon him and have cheated him to the tune of Rs. 1,00,00,000/- (One Crore) in the name of purchasing land. It is stated that the petitioner and others have executed a fraudulent sale deed in favour of the complainant in respect of land measuring 0.04 decimal of land out of Khata No. 1, Plot No. 4, Survey No. 1153 of Mauza Purnea Town, Purnea. It is stated that the petitioner and others have executed the sale deed in favour of the complainant by showing the land to be free from all encumbrances but in fact the land was mortgaged with the Bank of Baroda, Purnea. It is stated that the petitioner and others have also executed a fraudulent agreement for sale in favour of the complainant in respect of land measuring 0.04 decimal of land out of Khata No. 1, Plot No. 4, Survey No. 1153 of Mauza Purnea Town

(Rest one acre &) and Yashwant Shankar Kulkarni (hereinafter the aforesaid property jointly hereinafter referred to as "the Owners/First Party of the Second Part") by and under the Development Agreement dated 23.11.2007 which is duly registered in the Office of the Sub-Registrar, Belgaum in Book-1 under Regn. No. 1 on Pages 1 to 116 as Sl. No. 2228 of the year 2008.

And whereas, Smt.Meera (nee Shri.Shankar) Kulkarni, Smt.Vidya (nee Shri.Shankar) Kulkarni, Smt.Vaishali (nee Shri.Shankar) Kulkarni have executed an irrevocable, absolute and full General of Attorney in favour of Shri.Yashwant Shankar Kulkarni and others as "GENERAL ATTORNEY" registered the aforesaid Property/land share and interest in the said land for sale and Partnership rights, Business and for some sale and accordingly included in their respective names in the revenue records. And

Whereas, the Attorney holding the said interest has also executed many sales and transfer and deed and also it dated by Agency Problems in the said concerns for passing on interests of the owning Agreement Deeds. Thus the Owners representatives had also unanimously decided to dispose the said property (in fluctuations) during sale executed by WHEREAS the said the a CONSENT/Consultant/REGISTERED No. 2121/22 by and/occupying by their Authorization Bombay Vahatuk consisting of various Weight/Area Expenses/Business Premises and said companies/people Businesses and/

Whereas, the Owners associated, have received offers from various Developers and out of which the Offer submitted by M/s. Vishwadeep Enterprises (or Developer) have the economical was preferred by the Owners, and

Whereas, the Owners have, there desirous of redevelopment of the said property and the Developer have/have agreed, having considered to dispose, found here and contained & undertaken the proposed work of Redevelopment, the Owners given separate negotiations have unanimously decided to entirely the whole work of Redevelopment of the said property to the Developer upon the following terms and conditions:

NOW THEREFORE IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1.0 THAT the owners hereinabove shall form an integral and indivisible part of the present as if the same were fully incorporated herein verbatim.

2.0 THAT the OWNERS do hereby jointly and severally allow and permit the DEVELOPER at OWNERS' and the OWNERS hereby appoint as DEVELOPER ALL Chief Pages and Parcel of said property that the said

[illegible] [illegible] [illegible] [

(v) ... (vii) The Owners hereby agree and undertake that they shall not create any third party rights in respect of the said property and shall not do any act whereby the title of the said property may be put in question.

(ix) "RERA" the provisions of the Real Estate (Regulation & Development) Act 2016 and the Rules there in particular to the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 and the Maharashtra Real Estate Regulatory Authority Regulations, 2017 as amended from time to time and applicable to the Project and the Scheme and the date of execution of this Agreement and the matter of such time limit to be mutually agreed by the Owners.

(x) "RERA" the Owners shall execute an irrevocable power of attorney in favour of the Developer and/or any person nominated by the Developer, authorizing the Developer to do all acts, deeds, matters and things as may be required to be done in connection with the development of the said property and the Scheme and the Project and the said power of attorney shall be executed by the Owners simultaneously with the execution of this Agreement.

(xi) "RERA" any amount payable by the Developer to the Owners as mentioned in this Agreement shall be paid by the Developer to the Owners by way of Account Payee Cheque or Pay Order or Demand Draft or Bankers Cheque or by way of Electronic Clearing System (ECS) or by way of Electronic Funds Transfer (EFT) or by way of Real Time Gross Settlement (RTGS) or by any other mode or manner as may be prescribed by the Reserve Bank of India from time to time.

(xii) "RERA" the Owners and the Developer have entered into a Development Agreement dated 27/12/2018 whereby the Owners have granted development rights in respect of the said property to the Developer for the purpose of development of the said property and the Owners have executed a Power of Attorney in favour of the Developer in respect of the said property.

(xiii) "RERA" the Owners have represented to the Developer that the said property is free from all encumbrances and the Owners have clear and marketable title to the said property and the Owners have represented that the said property is not the subject matter of any litigation and the Owners have represented that the said property is not affected by any notice of acquisition or requisition or reservation and the Owners have represented that the said property is not affected by any notice of attachment before judgment or after judgment or in execution of any decree or order of any Court of Law and the Owners have represented that the said property is not affected by any development restrictions and the Owners have represented that the said property is not affected by any public purpose and the Owners have represented that the said property is not affected by any reservation and the Owners have represented that the said property is not affected by any Municipal or other proceedings and the Owners have represented that the said property is not affected by any agreement for lease, leave and license, tenancy, sub-tenancy, lease, mortgage, charge, lien, trust, maintenance, easement, encumbrance, claim, demand, dispute, acquisition, requisition, vesting, attachment, lis pendens, prohibitory order, injunction, decree, order, judgment, litigation, proceeding, suit, execution, bankruptcy, insolvency, winding up, scheme, arrangement, security interest, development agreement, power of attorney, or any other adverse matter whether registered or not registered,

(xi) [illegible] e.g. appropriately professional and reputed by the Developer and who are to assist and accompany on the day of site visit and / or to act for such visit, come and inspect, if deemed necessary by or on behalf of the Purchaser(s) of the building materials, samples and workmanship used by the contractors and other persons employed for the purpose of carrying out the construction work and also as to other safety, concrete and workmanship that may be connected or required in the development work.

(xii) That if it is found by the said architect or any household experts that the said shelter or workmanship is defective in any manner, then the Developer shall rectify the defects at its own cost and expenses within the time as may be decided by the said architect or any household experts.

(xiii) Nothing in this Agreement shall be construed as a demise or assignment in law or conveyance or assurance of the said Flat or the said Project or any part thereof to the Purchaser(s) or as creating any right, title or interest in favour of the Purchaser(s) except the rights of the Purchaser(s) as mentioned in this Agreement.

(xiv) The Developer shall be entitled to and is hereby authorized by the Purchaser(s) to apply for and obtain loans and advances from any bank or financial institution or any other person or persons for the purpose of development of the said Project and the said Flat and the Purchaser(s) shall not raise any objection to the same.

(xv) The Purchaser(s) shall not let, sub-let, transfer, assign or part with the Purchaser(s)' interest or benefit under this Agreement or part with the possession of the said Flat until all the dues payable by the Purchaser(s) to the Developer under this Agreement are fully paid up and only if the Purchaser(s) is not in default of any of the terms of this Agreement and until the Purchaser(s) has obtained the prior written consent in that behalf of the Developer.

(xvi) The Purchaser(s) shall observe and perform all the rules and regulations which the Developer may frame from time to time for the maintenance and management of the said Project and the said Flat and the Purchaser(s) shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

(xvii) The Purchaser(s) shall not demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Flat or any part thereof, nor any alteration in the elevation and exterior colour scheme of the said Project and shall keep the said Flat, partitions, sewers, drains, pipes and appurtenances thereto and belonging thereto in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said Project or the said Flat which may be against the rules, regulations or bye-laws or change / alter / make addition in or to the said Flat and the said Project itself or any part thereof without the consent of the local authorities, if required.

(xviii) The Purchaser(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said Project or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

(xix) The Purchaser(s) shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said Project.

(xx) The Purchaser(s) shall pay to the Developer within fifteen days of demand by the Developer, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the said Project.

(xxi) The Purchaser(s) shall bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and / or Government and / or public bodies, which are applicable to the said Flat.

(xxii) The Purchaser(s) shall not sell, let out, transfer, assign or part with the Purchaser(s)' interest or benefit under this Agreement or part with the possession of the said Flat until all the dues payable by the Purchaser(s) to the Developer under this Agreement are fully paid up and only if the Purchaser(s) is not in default of any of the terms of this Agreement and until the Purchaser(s) has obtained the prior written consent in that behalf of the Developer.

(xxiii) The Purchaser(s) shall observe and perform all the rules and regulations which the Developer may frame from time to time for the maintenance and management of the said Project and the said Flat and the Purchaser(s) shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

(xxiv) The Purchaser(s) shall not demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Flat or any part thereof, nor any alteration in the elevation and exterior colour scheme of the said Project and shall keep the said Flat, partitions, sewers, drains, pipes and appurtenances thereto and belonging thereto in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said Project or the said Flat which may be against the rules, regulations or bye-laws or change / alter / make addition in or to the said Flat and the said Project itself or any part thereof without the consent of the local authorities, if required.

[illegible] the Promoters, original Allottee(s) and/or subsequent Allottee(s) to the extent [illegible] [illegible] [illegible]

(Signature) provided however that the rules of Stock Code and Registration Fees etc. payable thereto in connection with such by the Stock Exchange, Seoul;

(iii) to act for the Company and execute on behalf of the Company all deeds, agreements, documents and instruments in connection with the Company's listing on the Stock Exchange, Seoul, including but not limited to the Underwriting Agreement, the Listing Agreement, the Deposit Agreement, the Shareholders' Agreement, the Registration Statement, the Prospectus, the Offering Circular, the Pricing Agreement, the Agreement among Underwriters, the Selling Agency Agreement, the Agreement between Underwriters and Dealers, the Agreement between Underwriters and Selling Agents, the Agreement between Underwriters and Sub-Agents, the Agreement between Underwriters and Selling Group Members, the Agreement between Underwriters and Additional Underwriters, the Agreement between Underwriters and Additional Selling Agents, the Agreement between Underwriters and Additional Sub-Agents, the Agreement between Underwriters and Additional Selling Group Members, the Agreement between Underwriters and Additional Dealers, the Agreement between Underwriters and Additional Sub-Dealers

existing Flatowners and the prospective purchasers in the association (Governing Council) to be formed in terms of this Agreement.

(iii) That the Promoter shall be entitled to pay all charges and amount for securing Electric Power and Electricity connections and meters in the proposed building. However it shall be the sole liability and responsibility of the Owners to pay the Electricity transformation and maintenance of Electric Meters or any charges in their respective maintenance bill as per demand by the Promoter.

(iv) That the Promoter hereby declares and permitted the Developer to use and utilize the available F.S.I., T.D.R. and Premium by construction of the new Municipal building on the said Plot of land, hereunder. If the balance F.S.I. is available after completion of the entire proposed construction in relation to the said Plot No. 162 and interest belongs to the existing Owners and it shall have absolute right and full authority to use, utilize and consume the same in the absolute discretion.

(v) That the Owners do hereby covenant to the Developer that they have not created any encumbrance, lien, charge or mortgage over the said property hereto attached or the aforesaid Developing Rights/Benefits and Unsold Flats and Units to be allotted to the Owners viz. 10 (TEN) Flats/Units and is the same are free from all encumbrances of any kind or any attachment or notice of any claim.

(vi) That during the period of Development/Construction of the said building or any part/s thereof any of the existing Owner who dies or for any reason their or such heirs and successors executing of the said Agreement shall always be bound by the terms and conditions hereunder, of this said Agreement and shall always remain binding upon all their legal heirs and they shall accept no objection in this behalf of the Developer without executing any deed of release as and when required and also execute all such Supplementary Agreement and General Power of Attorney for completion of the said scheme or thereof the Developer.

(vii) That all disputes arising out of this Agreement or regarding any matter connected with this Agreement shall be settled by negotiations, if no settlement can be arrived at as a result of these negotiations the dispute shall be referred to the Arbitration of two Arbitrators one of the Developer and other to be appointed by each Party. The decision of the Arbitrators shall be final and binding upon both the Parties hereto. The provisions of the Arbitration Act, 1996 as modified from time to time and in force shall apply to such Arbitration.

(viii) That for any matters not specifically covered, the provisions of Transfer of Property Act shall apply.

(ix) That if any provision or provisions of this Agreement shall be or be held to be illegal, void, invalid or unenforceable under any present or future law, such provision shall be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and binding on the parties hereto.

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[illegible] and duly executed and signed in all [illegible] signed the same, without any coercion, undue influence, threat, misrepresentation and fraud or any such, on behalf of and at premises of the deponent, who has put in his left thumb impression in my presence.

Drafted by Devdutt Khosla, Advocate, as per instructions and perusal of the documents produced before me.

SL.	THUMB IMPRESS	PHOTOGRAPH	SIGNATURE & PLACE
NO.	LEFT THUMB		
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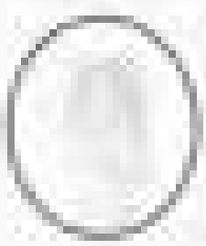

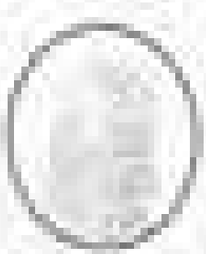

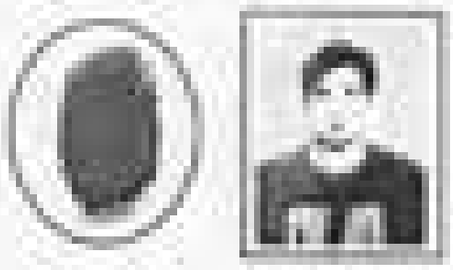

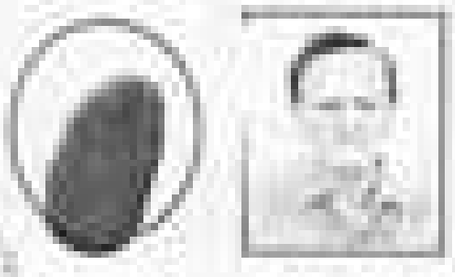

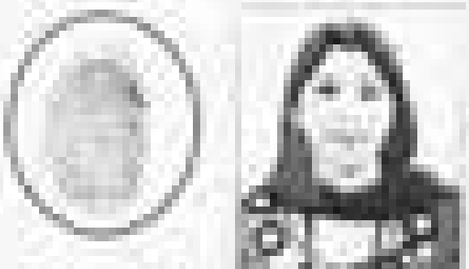

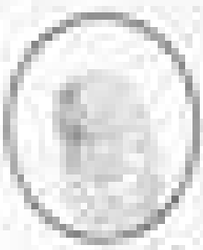

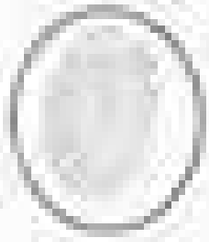

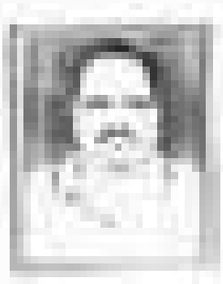

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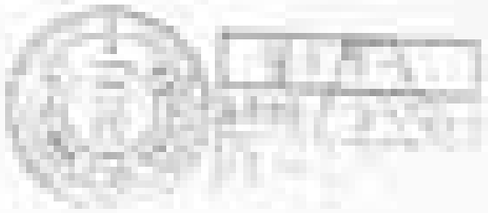

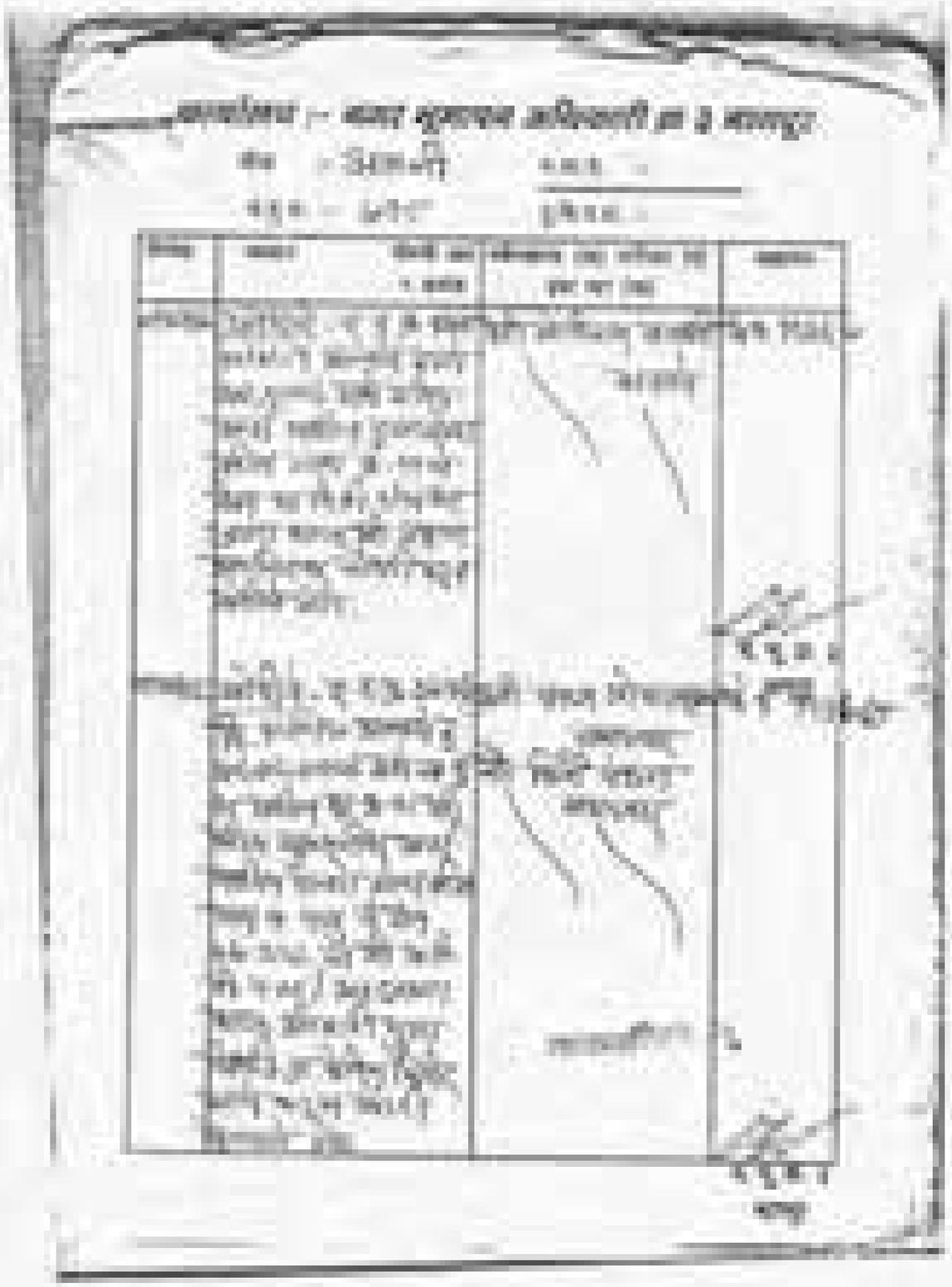

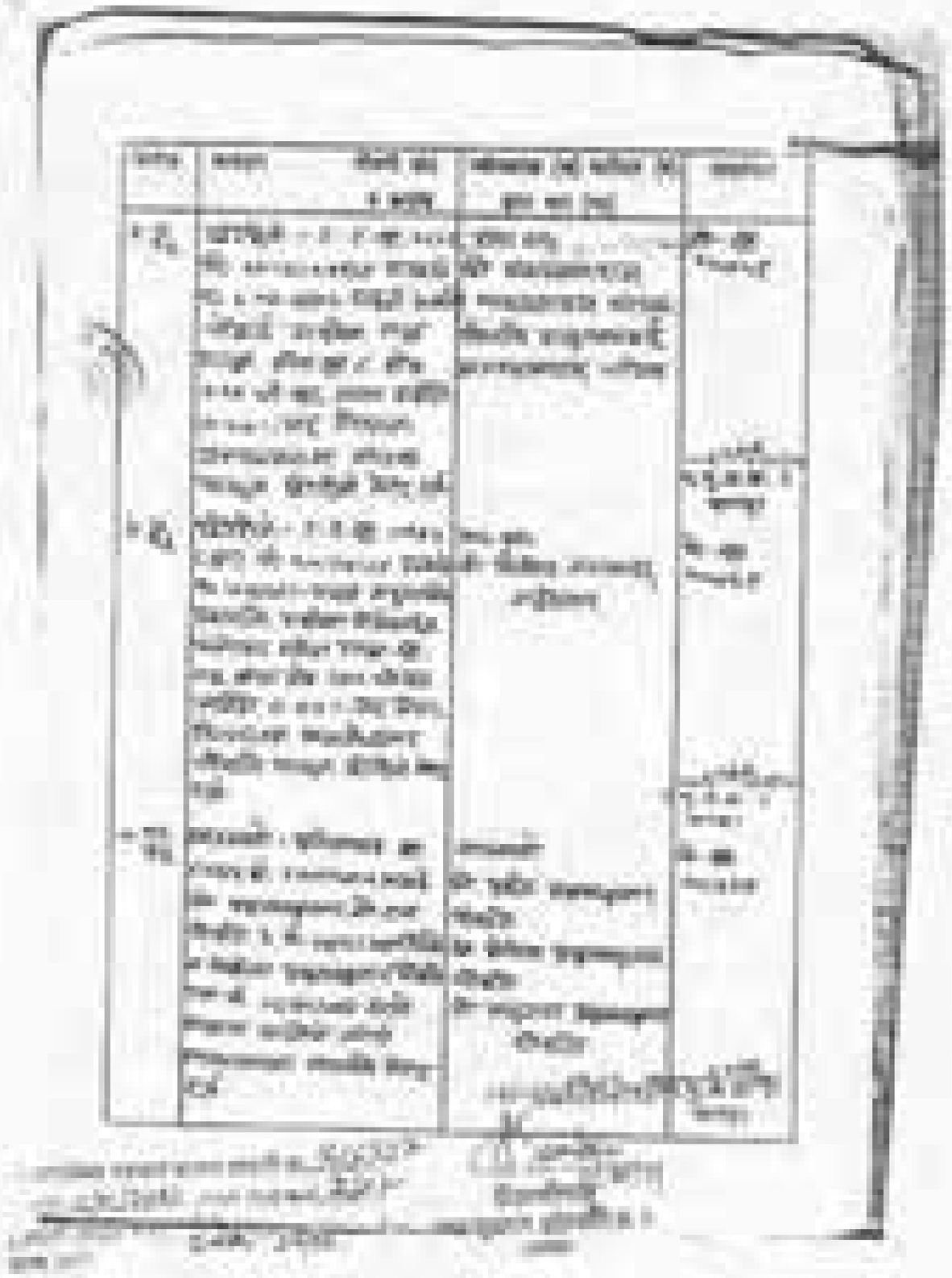

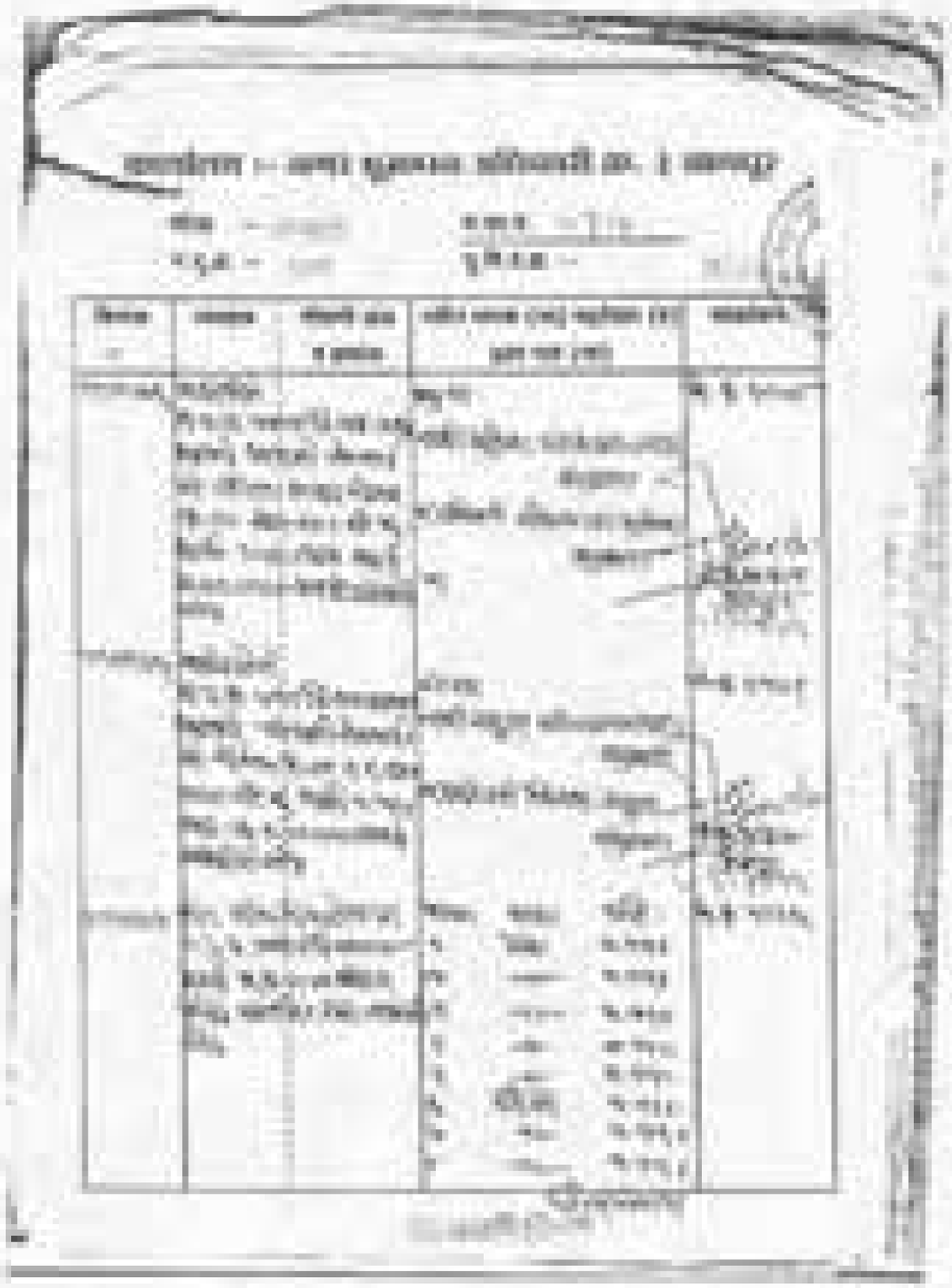

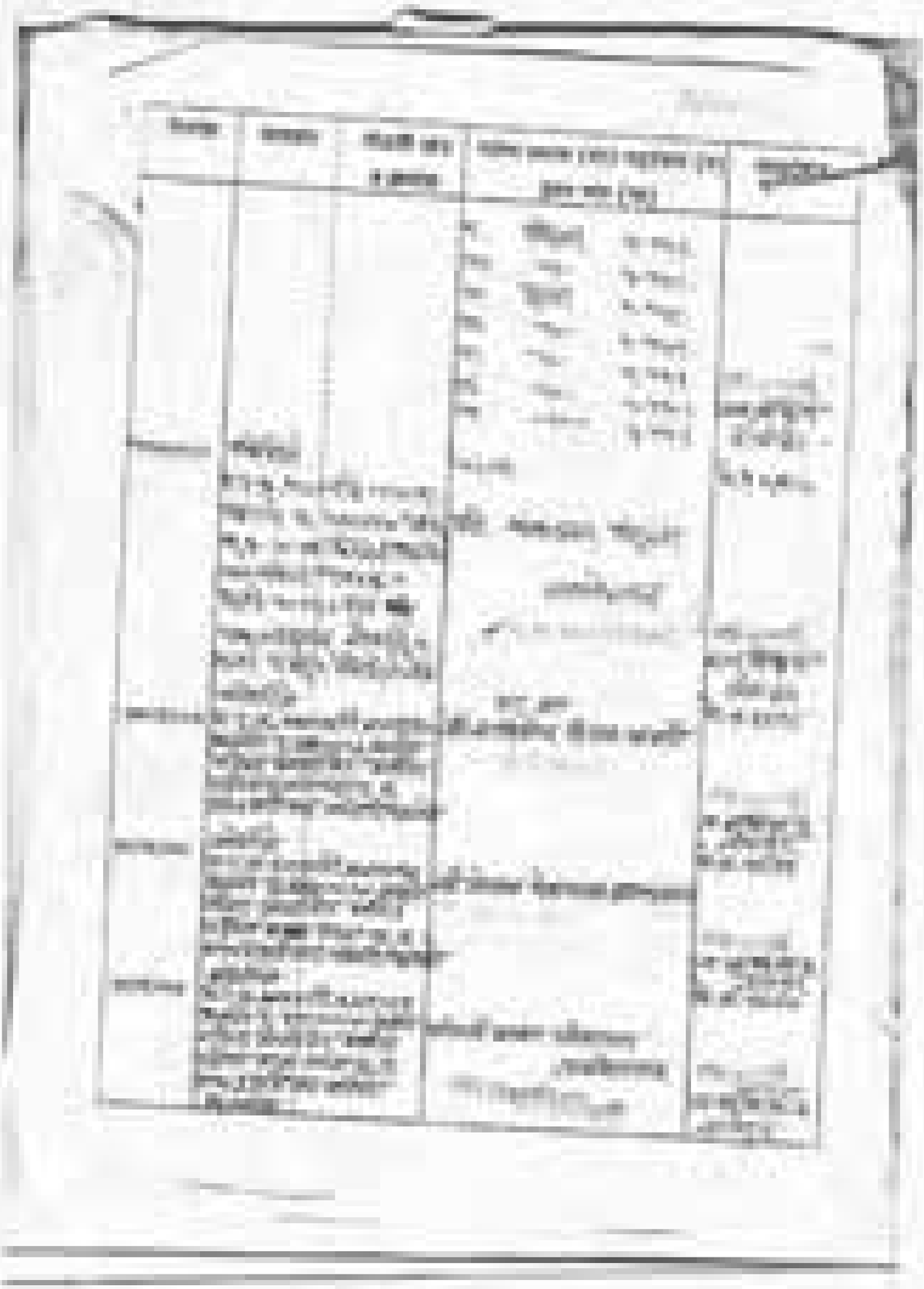

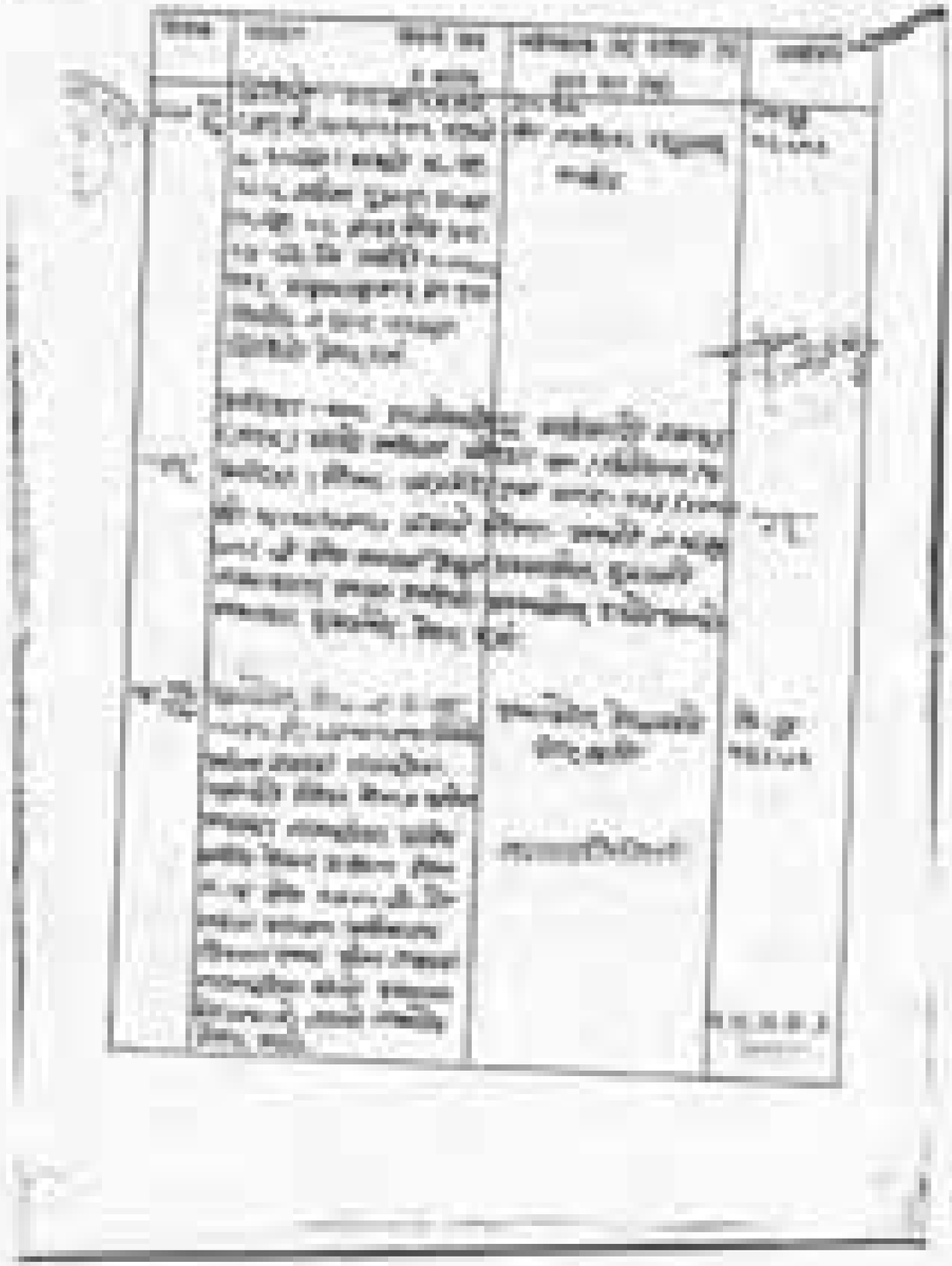

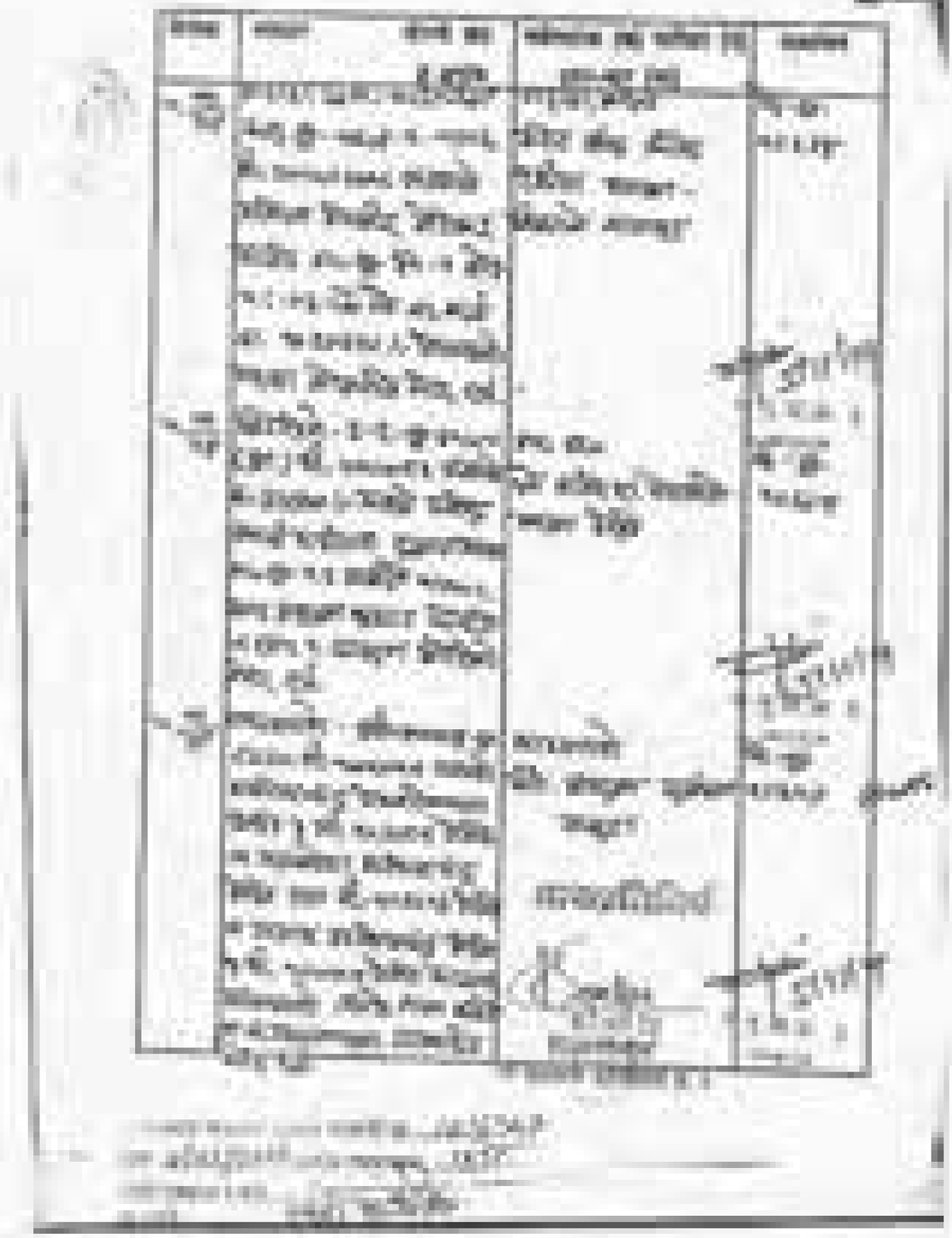

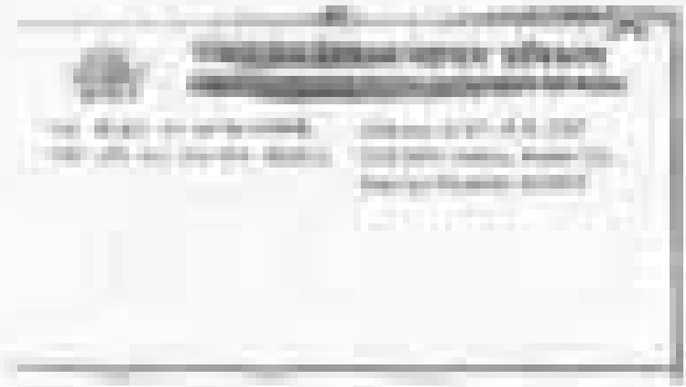

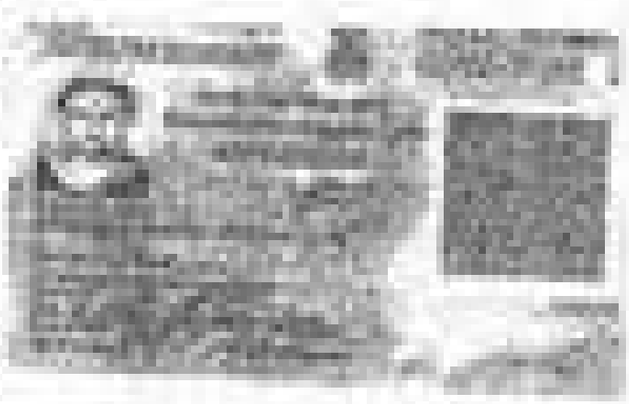

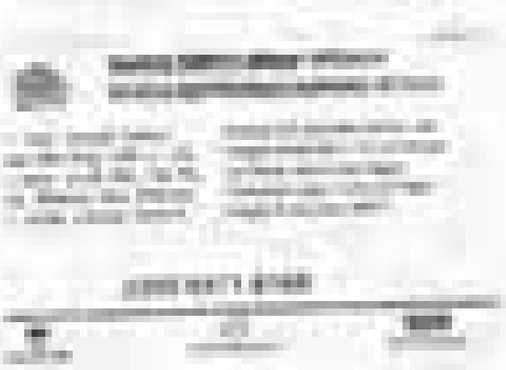

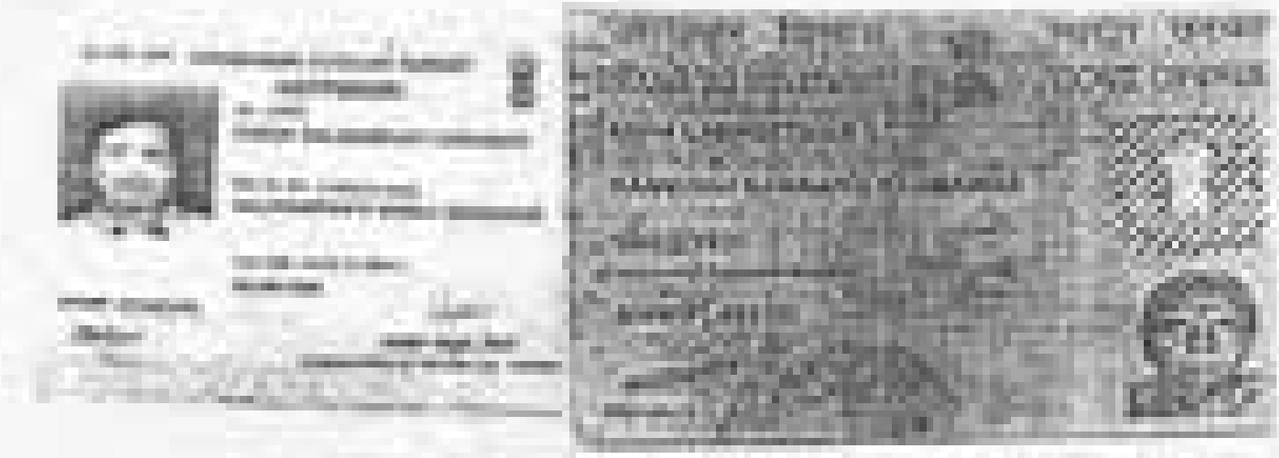

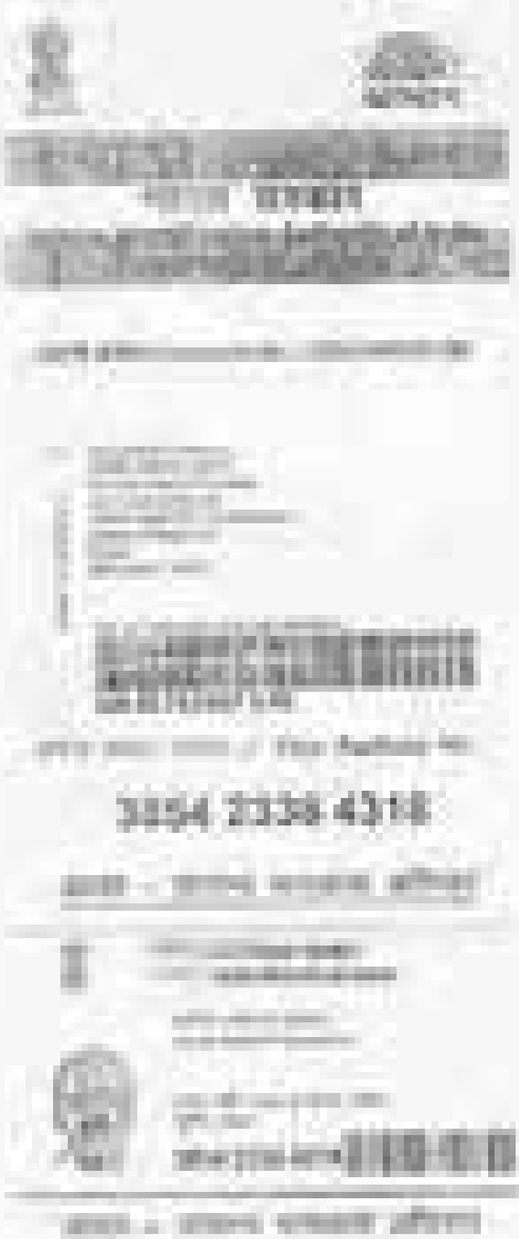

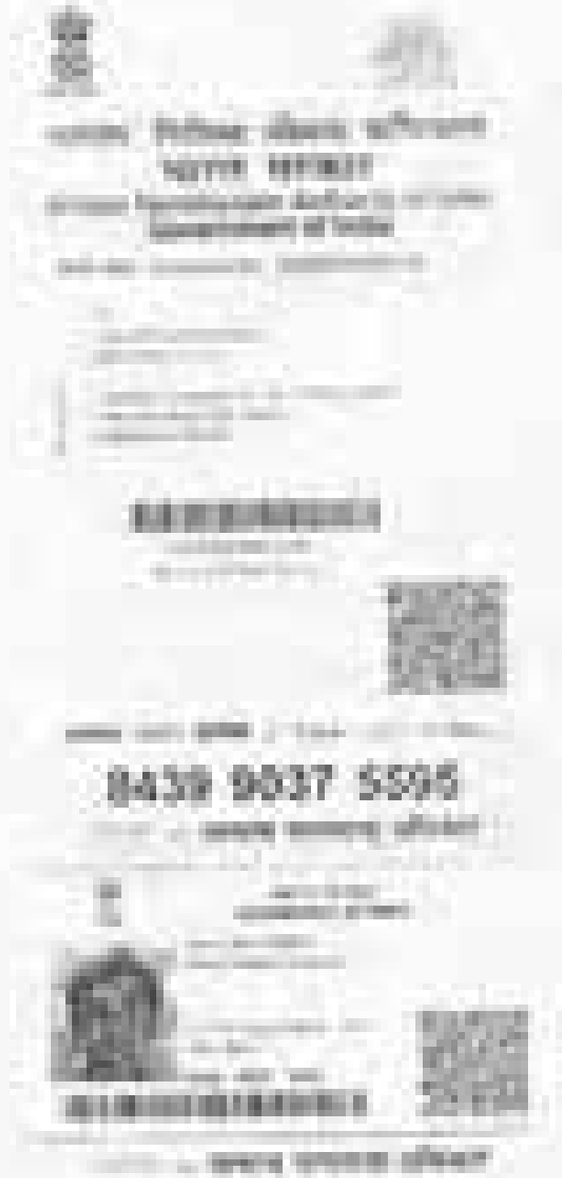

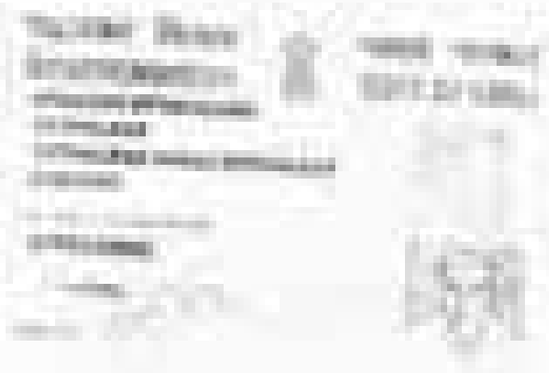

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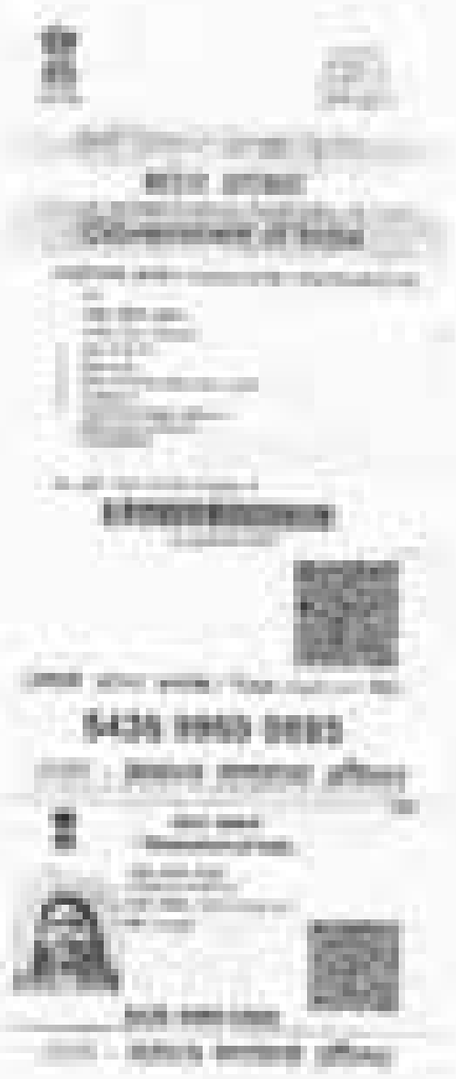

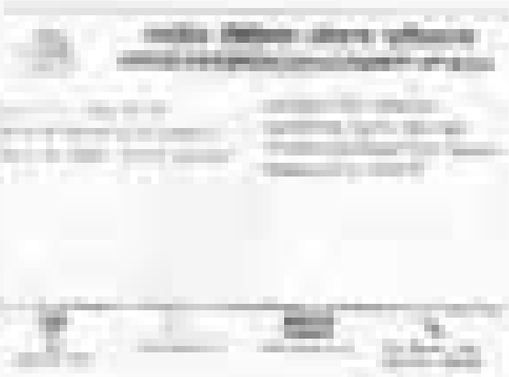

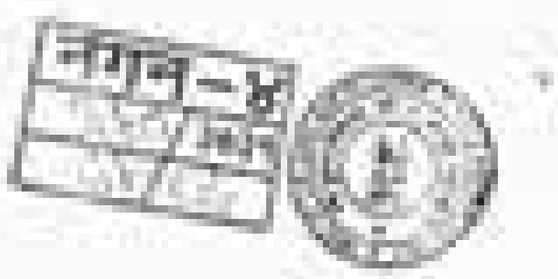

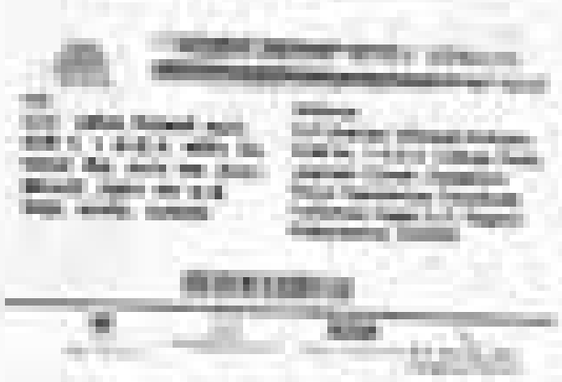

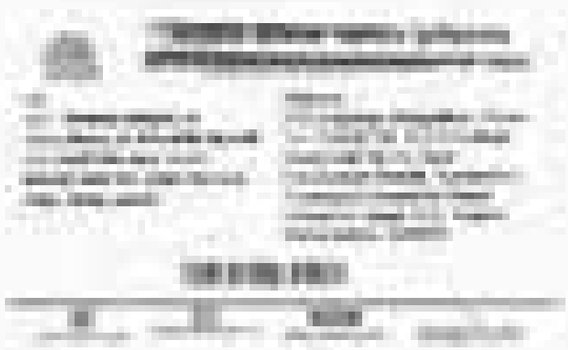

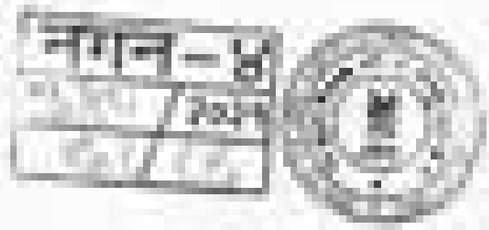

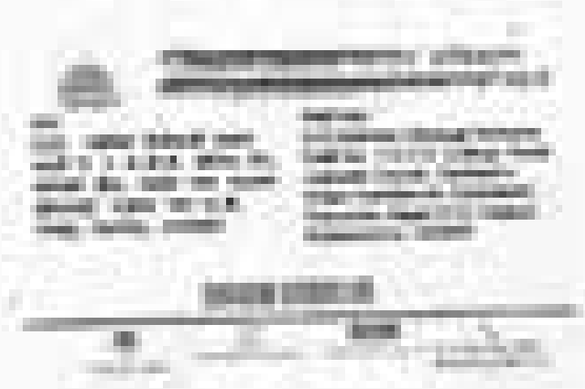

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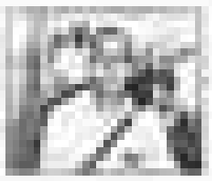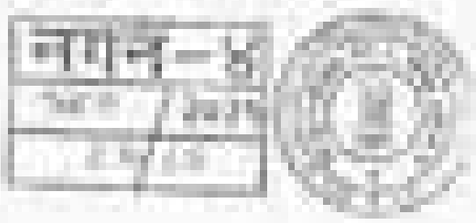
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