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Certified that the document is submitted to Registration, the ... and the part of the ...

Additional Director of Assurance-IV, Kolkata

26 MAR 2019

Additional Registrar of Assurance-IV, Kolkata

THIS AGREEMENT made this 25th day of March, 2019
BETWEEN PRUDENTIAL ESTATES PVT. LTD., a Company incorporated under the Companies Act, 1956, having its registered office at 3A, Pollock Street, P.O. Radhabazar, P.S. Hare Street, Kolkata-700 001, (having PAN AABCP4896K), represented by its Additional Director Mr. Khilen Shah, (PAN ADGPR7293D), son of Raman Shah, by faith Hindu, by occupation Business, by Nationality Indian, residing at 17/3, Ritchie Road, 1st Floor, P.O. & P.S. Ballygunge, Kolkata - 700 019, hereinafter referred to as the **OWNER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors, successions-in-office and assigns of the respective companies) of the **ONE PART AND Ground 2 Skye Ventures LLP** (having PAN AATFG7216M), of Jabakusum House, 34, Chittaranjan

Val Case No. 782 of 25.03.19
 J(1)- 250
 J(2)- 100
 Total 350
 Realized on Apr
 ARA-IV
 Kolkata

GROUND 2 SKYE VENTURES LLP

Chittaranjan Bhattacharjee
 DESIGNATED PARTNER

076094

20 NOV 2018

Sl. No.....Date.....
Name.....
Add.....
Dist.....

VICTOR MOSES & CO.
Solicitors & Advocates
6, Chittur Office Street
Kolkata-700 001

Srijan Bhattacharya


SOUMITRA CHANDA
Chartered Accountant
82, Kanchanjyoti Road, Kolkata




REGISTRAR
OF COMPANIES, KOLKATA
25 MAR 2018

Sunit Kumar Roy
No 10/1 M.M. Roy
6, ACP Form - Bhice St
Kolkata - 700001
(Sunit)

GROUND 2 SKYE VENTURES LLP

Srijan Bhattacharya
DESIGNATED PARTNER

Altun' Dev. A3

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

GRN: 19-201819-037976198-1
GRN Date: 22/03/2019 15:32:25
BRN: IB22032019131520
Payment Mode: Online Payment
Bank: Indian Bank
BRN Date: 22/03/2019 15:35:16

DEPOSITOR'S DETAILS

Id No. : 19040000479187/2/2019
(Query No./Query Year)

Name : GROUND TO SKYE VENTURES LLP
Contact No. : 9831005322 Mobile No. : +91 9831005322
E-mail : arindam1999@gmail.com
Address : 34 C R AVENUE 2ND FLOOR 5BKOL 700012
Applicant Name : Mr VICTOR MOSES AND CO
Office Name :
Office Address :
Status of Depositor : Others
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	19040000479187/2/2019	Property Registration- Stamp duty	0030-02-103-003-02	75021 ✓
2	19040000479187/2/2019	Property Registration- Registration Fees	0030-03-104-001-16	50105 ✓
Total				125126

In Words: Rupees One Lakh Twenty Five Thousand One Hundred Twenty Six only



REGISTRAR GENERAL
OF INDIA
NEW DELHI
25 MAR 2016



Government of West Bengal

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

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

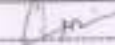
Signature / LTI Sheet of Query No/Year 19040000479187/2019

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Khilen Shah 17/3, Ritchie Road, P.O:- Ballygunge, P.S:- Ballygunge, District:- South 24-Parganas, West Bengal, India, PIN - 700019	Representative of Land Lord [PRUDENTIAL ESTATES PVT. LTD		1985 	 25/3/19
2	Mr Rafan Chakraborty 89, Manick Danga Road, Ghola, P.O:- GHOLA, P.S:- Ghola, District:- North 24-Parganas, West Bengal, India, PIN - 700170	Representative of Developer [Ground 2 Skye Ventures LLP]		1986 	 25/3/19
3	Mr Arindam Mukherjee 37A, Ballygunge Place, P.O:- BALLYGUNGE, P.S:- Ballygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019	Representative of Developer [Ground 2 Skye Ventures LLP]		1987 	 25/3/19

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

Sl No.	Name of the Executant	Category		Finger Print	Signature with date
4	Mr Dipanjan Bhattacharjee 84, B.T. Road, P.O:- Baranagar, P.S:- Baranagar, District-North 24-Parganas, West Bengal, India. PIN - 700090	Representative of Developer [Ground 2 Skye Ventures LLP]		19/8/24 	 19/8/24
Sl No.	Name and Address of Identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr SUJIT KUMAR ROY Son of Late M M ROY 6, OLD POST OFFICE STREET, P.O:- GPO, P.S:- Hare Street, Kolkata, District-Kolkata, West Bengal, India. PIN - 700001	Mr Khilen Shah, Mr Ratan Chakraborty, Mr Arindam Mukherjee, Mr Dipanjan Bhattacharjee		19/8/24 	 19/8/24



(Tridip Misra)
ADDITIONAL REGISTRAR
OF ASSURANCE
OFFICE OF THE A.R.A. -
IV KOLKATA
Kolkata, West Bengal

Avenue, 2nd Floor, Flat No.5B, P.O. & P.S. Bowbazar, Kolkata-700 012, represented by its partners (1) Ratan Chakraborty, (having PAN **ACTPCO471A**), son of Late Nalini Chakraborty, by faith Hindu, by occupation Business, by Nationality Indian, residing at 89, Manick Danga Road, Ghola, P.O. & P.S. Ghoia, Kolkata-700 111, (2) Mukherjee Alliances Infotech Pvt. Ltd., (having PAN **AAJCM0985C**), of Jabakusum House, 34 Chittaranjan Avenue, 2nd Floor, Flat No.5B, P.O. & P.S. Bowbazar, Kolkata-700 012, represented by its Director - Arindam Mukherjee, (having PAN **AFFPM1842J**), son of Monoranjan Mukherjee, by faith Hindu, by occupation Business, by Nationality Indian, residing at 37A, Ballygunge Place, P.O. Ballygunje, P.S. Gariahat, Kolkata-700 019, and (3) Ground 2 Skye Infrastructure LLP., (having PAN **AARFG2378Q**), of 1/425, Gariahat Road, 7th Floor, P.O. Jodhpur Park, P.S. Lake, Kolkata-700 068, represented by its partner Dipanjan Bhattacharjee, (having PAN **AIKPB3840P**), son of Late Lokenath Bhattacharjee, by faith Hindu, by occupation Business, by Nationality Indian, residing at 84, B.T. Road, P.O. & P.S. Baranagar, Kolkata-700 090, hereinafter referred to as the **PROMOTER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its present partners or such other person or persons who may be taken in or admitted for the benefit of the said partnership business and their respective heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**;

WHEREAS:

1. One Jamindar Gadadhar Mandal was seized and possessed of and or otherwise well and sufficiently entitled to All that the piece and parcel of land containing an area of 1 Bigha 7 cottahs 10 chittacks 15 sqft. be the same a little more or less along with messuages, tenements, hereditaments thereon lying situate at Mouza-Chanak, J.L. No.4, Touzi No.2998, R.S. Dag Nos.140/724, 137 (part), 138, 139 and 143 (part), C.S. Dag No.89, 88 and 87 under Khatian Nos.242, 443, 483, 508, R.S. No.39, Premises No.5 and part of Premises No.4, S.N. Banerjee Road (Previously Premises No.3, S.N. Banerjee Road), P.S. Titagarh, District 24 Parganas (North)(hereinafter referred to as the Said First Premises).
2. One Jaminder Gadadhar Mandal was also fully seized and possessed of and or otherwise well and sufficiently entitled to All that the piece and parcel of land containing an area of 1 Bigha 8 Cottahs 4 Chittacks and 27 sqft be the same a little more less along with messuages, tenements, hereditaments and the three storied building

thereon lying situate at Mouza- Chanak, J.L No.4, Touzi No. 2998, R.S No.39, R.S Dag Nos. 140,141 and part of 142, C.S Dag No. 89,82 under khatian nos. 242,508 and 604 Premises No. 6 and part of Premises No. 4 S.N Banerjee Road (previously 4 S.N Banerjee Road) , P.S Titagarh, District 24 Parganas (North) (hereinafter referred to as the Said Second Premises).

3. The said Gadadhar Mandal died intestate leaving him surviving his three sons, Harendra Krishn Mandal, Tapendra Krishna Mandal and Ramendra Krishna Mandal and one grandson Saroj Kumar Mondal (son of Narendra Krishna Mandal, the predeceased son of Gadadhar Mandal) as his only legal heirs and representatives, who upon his death jointly became entitled to the said First and the said Second Premises aggregating to an area of 2 Bighas 15 cottah 14 chittacks 42 sqft.

4. The said **Harendra Krishna Mandal** died intestate in the year 1955 leaving him surviving his two sons Asit Kumar Mandal and Nishit Kumar Mandal as his only legal heirs and representatives who upon his death jointly became entitled to undivided $1/4^{\text{th}}$ share of the said Harendra Krishna Mandal and each of them became entitled to undivided $1/8^{\text{th}}$ share in the said First Premises as well as in the said Second Premises.

5. The said **Ramendra Krishna Mandal** died intestate in the year 1974 leaving him surviving his widow Gita Rani Mandal, two sons Rupen Mandal, Rajen Mandal and three daughters Champa Pramanick, Chanda Saha and Santa Mandal, as the only legal heirs and representatives who upon his death jointly became entitled to undivided $1/4^{\text{th}}$ share of Ramendra Krishna Mandal and each of them became entitled to undivided $1/24^{\text{th}}$ share in the said First Premises and as well as in the said Second Premises.

6. The said **Champa Pramanick** died intestate in the year 1977 leaving him surviving his husband Aditya Pramanick and two sons Ajoy Pramanick and Anirban Pramanick ,as his only legal heirs and representatives, who upon his death jointly became entitled to undivided $1/24^{\text{th}}$ share of Champa Pramanick and each of them became entitled to undivided $1/72^{\text{th}}$ share in the said First Premises as well as in the said Second Premises.

7. The **Tapendra Krishna Mandal** died intestate in the year 1985 leaving him surviving his son Pankaj Kumar Mandal and two daughters Menoka Shaw and Jharna Saha who upon his death jointly became entitled to undivided $1/4^{\text{th}}$ share of Tapendra Krishna Mandal and each of them became entitled to undivided $1/12^{\text{th}}$ share in the

said First Premises as well as in the said Second Premises. The wife of Tapendra Krishna Mandal predeceased him.

8. The said **Saroj Kumar** died intestate in the year 1997 leaving him surviving his widow Gouri Mandal, four daughters Bandana Shaw, Rita Mandal, Kabita Shaw, Kaberi Biswas and only son Sujit Kumar Mandal, as his only legal heirs and representatives, who upon his death jointly became entitled to undivided 1/4th share of Saroj Kumar and each of them became entitled to undivided 1/24th share in the said First Premises as well as in the Second Premises.

9. By a registered Deed of Assignment dated 7th February, 2000 made between the said Pankaj Kumar Mandal, Menoka Shaw, Jharna Saha, Gita Rani Mandal, Rupen Mandal, Chanda Saha, Santa Mandal, Aditi Pramanick, Ajoy Pramanick and Anirban Pramanick therein referred to as the Assignors of the First part and Prudential Estates Private Limited, the Owner herein and therein referred to as the Assignee of the second Part and registered with the Additional District Sub-Registrar Barrackpur, recorded in Book No.1, Volume No. 48, pages- 387 to 408 being no. 1802 for the 2003 the Assignors therein for the terms and conditions and by allocating proportionate equity shares in the Assignee Company being transferred to the assignor in lieu of their proportionate share holding in the first premises, granted transferred conveyed assigned and assured All that the undivided 11/24th share in the said First Premises in favour of the Assignee therein.

10. By another registered Deed of Assignment dated 7th February, 2000 made between the said Pankaj Kumar Mandal, Menoka Shaw, Jharna Saha, Gita Rani Mandal, Rupen Mandal, Chanda Saha, Santa Mandal, Aditi Pramanick, Ajoy Pramanick and Anirban Pramanick therein referred to as the Assignors of the First part and Prudential Estates Private Limited, the Owner herein and therein referred to as the Assignee of the second Part and registered with the Additional District Sub-Registrar Barrackpur, recorded in Book No.1, Volume No. 49, pages- 1 to 22 being no. 1803 for the 2003 the Assignors therein for the terms and conditions and by allocating proportionate equity shares in the Assignee Company, being transferred to the Assignor in lieu of their proportionate share holding in the second premises, granted transferred conveyed assigned and assured All that the undivided 11/24th share in the Second Premises in favour of the Assignee therein.

11. By another registered Deed of Assignment dated 29th March, 2000 made between the said Asit Kumar Mandal, Nishit Kumar Mandal and Rajendra Mandal therein jointly referred to as the

Assignors of the First part and Prudential Estates Private Limited, the Owner herein and therein referred to as the Assignee of the second Part and registered with the Additional District Sub-Registrar Barrackpur, recorded in Book No.1, being no. 1804 for the 2003 the Assignors therein for the terms and conditions by allocating proportionate equity shares in the Assignee Company, being transferred to the Assignor in lieu of their proportionate share holding in the first premises, granted transferred conveyed assigned and assured All that the undivided 7/24th share in the said First Premises in favour of the Assignee therein.

12. By another registered Deed of Assignment dated 29th March, 2000 made between the said Asit Kumar Mandal, Nishit Kumar Mandal and Rajendra Mandal therein jointly referred to as the Assignors of the First part and Prudential Estates Private Limited, the Owner herein and therein referred to as the Assignee of the second Part and registered with the Additional District Sub-Registrar Barrackpur, recorded in Book No.1, volume no. 49, being no. 1805 for the 2003 the Assignors therein for the terms and conditions and by allocating proportionate equity shares in the Assignee Company being transferred to the Assignor in lieu of their proportionate share holding in the Second premises, granted transferred conveyed assigned and assured All that the undivided 7/24th share in the said Second Premises in favour of the Assignee therein.

13. By another registered Deed of Assignment dated 2nd March, 2001 made between the said Gouri Mandal and Sujit Kumar Mandal therein jointly referred to as the Assignors of the First part and Prudential Estates Private Limited, the Owner herein and therein referred to as the Assignee of the second Part and registered with the Additional District Sub-Registrar Barrackpur, recorded in Book No.1, volume no. 49, pages 77 to 98 being no. 1807 for the 2003 the Assignors therein for the terms and conditions and by allocating proportionate equity shares in the Assignee Company being transferred to the Assignor in lieu of their proportionate share holding in the first premises, granted transferred conveyed assigned and assured All that the undivided 1/12th share in the said First Premises in favour of the Assignee therein. .✦

14. By a registered Deed of Assignment dated 2nd March, 2001 made between the said Gouri Mandal and Sujit Kumar Mandal therein jointly referred to as the Assignors of the First part and Prudential Estates Private Limited, the Owner herein and therein referred to as the Assignee of the second Part and registered with the Additional District Sub-Registrar Barrackpur, recorded in Book No.1, Volume No.49, Pages 99 to 118, Being No.1808 for the 2003 the

Assignors therein for the terms and conditions and by allocating proportionate equity shares in the Assignee Company being transferred to the Assignor in lieu of their proportionate share holding in the second premises, granted transferred conveyed assigned and assured All that the undivided $1/12^{\text{th}}$ share in the said Second Premises in favour of the Assignee therein.

15. By another registered Deed of Assignment dated 20th August, 2001 made between the said Kaberi Biswas therein referred to as the Assignor of the First part and Prudential Estates Private Limited, the Owner herein and therein referred to as the Assignee of the second Part and registered with the Additional District Sub-Registrar Barrackpur, recorded in Book No.1, volume no. 49, pages 119 to 138 being no. 1809 for the 2003 the Assignor therein for the terms and conditions and by allocating proportionate equity shares in the Assignee Company being transferred to the Assignor in lieu of their proportionate share holding in the second premises, granted transferred conveyed assigned and assured All that the undivided $1/12^{\text{th}}$ share in the said Second Premises in favour of the Assignee therein.

16. By another registered Deed of Assignment dated 20th August, 2001 made between the said Kaberi Biswas therein referred to as the Assignor of the First part and Prudential Estates Private Limited, the Owner herein and therein referred to as the Assignee of the second Part and registered with the Additional District Sub-Registrar Barrackpur, recorded in Book No.1, volume no. 49, pages 139 to 158 being no. 1810 for the 2003 the Assignors therein for the terms and conditions and by allocating proportionate equity shares in the Assignee Company being transferred to the Assignor in lieu of their proportionate share holding in the first premises, granted transferred conveyed assigned and assured All that the undivided $1/12^{\text{th}}$ share in the said First Premises in favour of the Assignee therein.

17. By another registered Deed of Assignment dated 20th August, 2001 made between the said Rita Mondal therein referred to as the Assignor of the First part and Prudential Estates Private Limited, the Owner herein and therein referred to as the Assignee of the second Part and registered with the Additional District Sub-Registrar Barrackpur, recorded in Book No.1, volume no. 49, pages 179 to 198 being no. 1812 for the 2003 the Assignor therein for the terms and conditions and by allocating proportionate equity shares in the Assignee Company being transferred to the Assignor in lieu of their proportionate share holding in the second premises, granted transferred conveyed assigned and assured All that the undivided

1/24th share in the said Second Premises in favour of the Purchaser therein.

18. By another registered Deed of Assignment dated 11th December 2001 made between the said Kabita Shaw therein referred to as the Assignor of the First part and Prudential Estates Private Limited, the Owner herein and therein referred to as the Assignee of the second Part and registered with the Additional District Sub-Registrar Barrackpur, recorded in Book No.1, volume no. 49, pages 199 to 216 being no. 1813 for the 2003 the Assignors therein for the terms and conditions and by allocating proportionate equity shares in the Assignee Company being transferred to the Assignor in lieu of their proportionate share holding in the second premises, granted transferred conveyed assigned and assured All that the undivided 1/24th share in the said Second Premises in favour of the Assignee therein.

19. By another registered Deed of Assignment dated 11th December 2001 made between the said Kabita Shaw therein referred to as the Assignor of the First part and Prudential Estates Private Limited, the Owner herein and therein referred to as the Assignee of the second Part and registered with the Additional District Sub-Registrar Barrackpur, recorded in Book No.1, volume no. 49, pages 217 to 238 being no. 1814 for the 2003 the Assignor therein for the terms and conditions and by allocating proportionate equity shares in the Assignee Company being transferred to the Assignor in lieu of their proportionate share holding in the first premises, granted transferred conveyed assigned and assured All that the undivided 1/24th share in the said First Premises in favour of the Assignee therein.

20. By another registered Deed of Assignment dated 11th December 2001 made between the said Bandana Shaw therein referred to as the Assignor of the First part and Prudential Estates Private Limited, the Owner herein and therein referred to as the Assignee of the second Part and registered with the Additional District Sub-Registrar Barrackpur, recorded in Book No.1, volume no. 49, pages 239 to 256 being no. 1815 for the 2003 the Assignor therein for the terms and conditions and by allocating proportionate equity shares in the Assignee Company being transferred to the Assignor in lieu of their proportionate share holding in the first premises, granted transferred conveyed assigned and assured All that the undivided 1/24th share in the said First Premises in favour of the Assignee therein.

21. By another registered Deed of Assignment dated 11th December 2001 made between the said Bandana Shaw therein referred to as the Assignor of the First part and Prudential Estates Private Limited, the

Owner herein and therein referred to as the Assignee of the second Part and registered with the Additional District Sub-Registrar Barrackpur, recorded in Book No.1, volume no. 49, pages 257 to 278 being no. 1816 for the 2003 the Assignor therein for the terms and conditions and by allocating proportionate equity shares in the Assignee Company being transferred to the Assignor in lieu of their proportionate share holding in the second premises, granted transferred conveyed assigned and assured All that the undivided $1/24^{\text{th}}$ share in the said Second Premises in favour of the Assignee therein.

22. Thus the said Prudential Estates Private Limited became seized and possessed of All that the Premises being No. 4,5 and 6 S.N Banerjee Road, which was subsequently renumbered as 4(2), 5(3) and 6(4) S.N Banerjee Road aggregating to an area of 2 Bighas 15 cottahs 14 Chittacks 42 sqft approximately (hereinafter referred to as the Said entire Premises).

23. Subsequently, Premises No.4(2) and 5(3) were amalgamated to form Premises No.4(2) S.N. Banerjee Road containing land area of 1 Bigha 16 cottahs (hereinafter referred to as the Said First Premises). Premises No.6(4), S.N. Banerjee Road remains as a separate premises containing an area of 19 Cottahs 14 chittacks 42 sq.ft. (hereinafter referred to as the said Second Premises).

24. At all material times, one Habib Khan was fully seized and possessed of and or otherwise well and sufficiently entitled to All that the piece and parcel of land containing an area of 10 Cottahs 10 Chittacks lying situate at Mouza- Chanak, R.S Dag Nos. 142 and 143, R.S khatian No. 621 and 622, P.S- Titagarh, 24 Parganas (North) comprised in 55(old 45) and 55(old 44) Pipe Road, ward no.21, P.S-Titagarh, 24 Parganas (North) (hereinafter collectively referred to as the Said Land)

25. The said Habib Khan died intestate leaving him surviving his two sons Mahmud Khan, Nasir Khan and two daughters, Kaniz Fatema and Mahmuda Begum as his only legal heirs and representatives, who upon his death jointly inherited and became entitled to the said land.

26. Pursuant to the Mohammedan law of inheritance, Mahmud Khan and Nasir Khan respectively became entitled to undivided $1/3^{\text{rd}}$ share in the said land and the said Kaniz Fatema and Mahmuda Begum respectively became entitled to undivided $1/6^{\text{th}}$ share in the said land.

27. The said Mahmuda Begum died intestate leaving him surviving her daughter Shahnaz Parveen as her only legal heir who upon her death became entitled to her undivided $1/6^{\text{th}}$ share in the said land.

28. The said Mahmud Khan died intestate leaving him surviving his widow Akhtari Begum, three sons Sharif Khan, Nasim Khan and Abdullah Khan and three daughters Sultana Begum, Shaheen Begum alias Sahin Bilikis and Begum Shamsha Ania alias Shamsha Zamant Khanam who upon his death jointly became entitled to undivided $1/3^{\text{rd}}$ share of Mahmud Khan in the Said land.

29. The said Nasim Khan also died intestate leaving him surviving his two sons Jamil Khan and Shakil Khan, who upon his death jointly became entitled to undivided $1/3^{\text{rd}}$ share of Nasim Khan in the said land.

30. The said Kaniz Fatema died intestate leaving him surviving her only son Khurshid Alam and two daughters Nasrin Shahnaz and Noor Jahan Begum as her only legal heirs and representative, who upon her death jointly became entitled to her undivided $1/6^{\text{th}}$ share in the Said land.

31. The said Khurshid Alam died intestate leaving him surviving his only son Firoz Alam as his only legal heir and representative, who upon his death became entitled to the share of Khurshid Alam in the Said Land.

32. The said Noor Jahan Begum by a oral Hebanama gifted and bequeathed her undivided share in the said land in favour of his son Md. Khalid Reza.

33. Thus the said Nasrin Shahnaz, Firoz Alam and Khalid Reza jointly became entitled to undivided $1/6^{\text{th}}$ share of Kaniz Fatema in the Said Land.

34. The said Akhtari Begum, Sharif Khan, Nasim Khan, Abdullah Khan, Jamil Khan, Shakil Khan, Sahnaz Parveen, Sultana Begum, Shaheen Begum alias Sahin Bilikis, Begum Shamsha Ania alias Shamsha Zamant Khanam, Nasrin Shahnaz, Firoz Alam and Md. Khalid Reza jointly became entitled to the Said Land.

35. By an oral Hiba the said Begum Shamsha Ania alias Shamsha Zamant Khanam gifted and bequeathed her undivided share in the said land in favour of her mother Akhtari Begum, brothers Sharif Khan, Nasim Khan and Abdullah Khan and sisters Sultana Begum and Saheena Begum.

36. By a registered Deed of Conveyance dated 23rd July, 2004 made between Akhtari Begum and others therein referred to as the Vendors of the One Part and Prudential Estates Private Limited therein referred to as the Purchaser of the Other Part and registered with the Additional district Registrar Barrackpur, Book No. 1, volume no.89, pages- 185 to 210 being no. 3091 for the year 2006 the Vendor therein for the terms and conditions and for the consideration mentioned therein granted, transferred, conveyed, sold, assigned and assured unto and in favour of the Purchaser therein All that land containing an area of 5 cottahs 3 chittacks along with a tile shed structure thereon out of the said land.

37. By a registered Deed of Gift dated 10th December, 2010 made between the said Nasreen Shahnaz Begum, Firoz Alam and Khalid Raza, therein jointly referred to as the Donors of the One Part and Sharif Khan, Nasim Khan, Abdullah Khan, Akhtari Begum, Sultana Begum, Shaheen Begum alias Sahin Bilikis, Jamil Khan and Shakil Khan therein jointly referred to as the Donees of the other part and registered with the Additional Sub Registrar Barrackpore, being no. 12839 for the year 2010 the Donor therein out of their natural love and affection towards the Donees gifted transferred and conveyed All that their undivided share in the Said Land unto and in favour of the Donee therein.

38. Thus the said Sharif Khan, Nasim Khan, Abdullah Khan, Akhtari Begum, Sultana Begum alias Begum Qamar Sultana, Shaheen Begum alias Sahin Biliquis, Jamil Khan and Shakil Khan jointly remained entitled to All that the land containing an area of 5 cottahs 7 chittacks out of the Said Land (hereinafter referred to as the remaining land)

39. By a Deed of Partition dated 28th November, 2014 made between the said Akhtari Begum, Sharif Khan, Nasim Khan, Abdullah Khan, Begum Qamar Sultana, Begum Shahin alias Shahin Bilquis, therein jointly referred to as the First Parties of the First Part and Jamil Khan and Shakil Khan therein referred to as the Second Parties of the Second Part registered with the Additional District Sub Registrar Barrackpur, being no.05590 for the year 2014 the parties therein partitioned the remaining land amongst themselves and thus the parties of the First Part became entitled to 2 cottahs 11 chittacks 35 sqft of land and the said parties of the second part became entitled to All that the 2 cottahs 11 chittacks 10 sqft of land out of the said remaining land.

40. By another registered Deed of Conveyance dated 13th December, 2014 Akhtari Begum, Sharif Khan, Nasim Khan, Abdullah Khan, Begum Quamar Sultana, Begum Shahin alias Shahin Bilquis therein jointly referred to as the Vendors of the One Part and Prudential Estates Private Limited therein referred to as the Purchaser of the Other Part and registered with the Additional District of Assurances-II, Kolkata recorded in Book No.1, CD volume no. 76, pages 3566 to 3585 being no. 15309 for the 2014 the Vendors therein for the terms and conditions and for the consideration mentioned therein granted, transferred, conveyed, sold, assigned and assured unto and in favour of the Purchaser All that the piece and parcel of Project land containing demarcated area of 2 cottahs 11 chittacks 35 sqft out remaining 5 cottahs 7 chittacks of remaining land.

41. Thus the said Prudential Estates Private Limited became seized and possessed of and or otherwise well and sufficiently entitled to All that the land containing an area of 7 cottahs 14 Chittacks 35 sqft of land lying situate at 55(old 45) Pipe Road 54(old 44) Pipe Road , Ward No. 21, Barrackpore Municipality (hereinafter referred to as the said Third Premises)

42. One Puspa Rani Dutta was fully seized and possessed of and or otherwise well and sufficiently entitled to all that the piece and parcel of Project land containing an area of 2 cottahs 10 chittacks lying situate at Mouza- Chanak, C.S Dag No. 137, Khanian No. 623 , J.L No. 4, Touzi No. 2998 comprised in 57(46/1)Pipe road, ward No. 21, P.O- Barrackpore, P.S- Titagarh, Barrackpur Municipality (hereinafter referred to as the Said Fourth Premises).

43. By a registered Deed of Conveyance dated 13th March, 2003 made between the said Puspa Rani Dutta therein referred to as the Vendor of the One part and Prudential Estates Private Limited, the Owner herein and therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub Registrar Barrackpore, recorded in Book No.1, CD volume no. 22, pages. 303 to 316 being no. 0689 for the year 2004 the Vendor therein for the terms and conditions and for the consideration mentioned therein granted transferred sold conveyed assigned and assured All that the Said Fourth Premises unto and in favour of the Purchaser therein.

44. Thus the Owner herein became seized and possessed of and or otherwise well and sufficiently entitled to All that the said First, Second, Third and Fourth Premises aggregating to an area of 66 cottahs 7 chittacks 42 sq.ft. approximately (hereinafter jointly referred to as the Said Entire Property). The aforesaid premises are adjacent and analogous to each other.

45. The Owner subsequently sold demarcated 28 cottahs 11 chittacks 21 sq.ft. of land alongwith building standing thereon out of the said entire property and remained entitled to 37 cottahs 12 chittacks 11 sq.ft. of land approximately.

46. Now, Prudential Estates Private Limited the Owner herein have decided to develop All that the land containing an area of 37 cottahs 12 chittacks 11 sq.ft. be the same a little more or less (hereinafter referred to as the Said Property), more fully and particularly described in the schedule hereunder written, and have approached Mukherjee Alliances Infotech Pvt. Ltd., Ground 2 Skye Infrastructure LLP and Ratan Chakraborty to develop and construct residential cum commercial multi-storied building complex thereon. The said Mukherjee Alliances Infotech Pvt. Ltd., Ground 2 Skye Infrastructure LLP and Ratan Chakraborty have framed a special vehicle project to develop the said property by framing a limited liability partnership firm by the name of Ground 2 Skye Ventures LLP.

47. There are existing shop Owners, occupiers at the part of the Said Property.

48. The Owner and the Promoter have negotiated and arrived at an agreement to develop the said project and for their mutual benefits have agreed to execute this agreement to record the terms and conditions mutually agreed upon by them.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. DEFINITIONS:

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

ADVOCATES - shall mean **VICTOR MOSES & CO.**, Solicitors & Advocates, Temple Chambers, 6, Old Post Office Street, Kolkata - 700 001.

ARCHITECT - shall mean such person or persons who is registered as an architect under the provisions of the Architects Act 1972 and as appointed by the Promoter, as the Architect for the project .

ASSOCIATION - shall mean registered Association under the West Bengal Apartment Ownership Act, 1972 as may be formed by the Promoter or any other similar Act applicable thereto for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Promoter not inconsistent with the provisions and covenants herein contained.

AUTHORITY - shall mean the Housing Industry Regulatory Authority established under the West Bengal Housing Industry Regulation Act 2017.

ALLOTTEE - according to the context shall mean all the prospective or actual transferees along with who would agree to acquire or take on rent or lease or shall have acquired or taken on rent or lease any Unit in the said Project and for all unsold Unit and/or Units and spaces shall mean the Owner and the Promoter in their respective revenue sharing ratio.

BUILT UP AREA - shall mean carpet area plus 100% area of the external walls which are not shared and 50% area of the external walls shared by the unit and the adjacent apartment and 50% area of the walls shared by the unit and the common facilities like lift lobbies, stairs, corridors and so on plus the balcony area or verandah, if any.

BUILDING COMPLEX - shall mean and include buildings consisting of self contained Flats, servant's quarters, parking spaces and commercial spaces to be constructed at the Said Property as per the sanctioned plan to be sanctioned by Barrackpore Municipality and/or to be approved by the competent authority and as per Municipal Laws and the Building Rules.

CARPET AREA - shall according to its context mean the net usable floor area of a unit excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah or open terrace area, but including the area covered by the internal partition walls of the unit.

COMMON AREAS, FACILITIES AND AMENITIES - shall mean and include the entire Project land of the Premises, lifts, lift lobbies, fire escapes, entrances and exits of the building corridors, hallways, stairways, internal and external passages, passage-ways, basement, terraces, parks, play areas, pump house, overhead water tanks, reservoirs water pumps and motors, open parking areas drive-ways, common lavatories, common storage spaces, electricity installation rooms, gas bank, and other spaces to be reserved by the Promoter and the Owner, overhead water tanks, water pumps and motors, drive-

ways, common lavatories, Generator and generator room, transformer, Generator, roof top solar panels and other facilities and all commercial facilities in the New building which may be provided by Promoter and required for establishment, location, enjoyment, provisions, maintenance and/or management of the New building complex as would be decided by Promoter after sanction of plan.

COMMON EXPENSES - shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the transferees and all other expenses for the Common Purpose including those as may be decided by the Promoter after sanction of plan to be contributed, borne, paid and shared by the transferees. Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-charge.

COMMON PURPOSES - shall mean and include the purpose of managing, maintaining and up keeping the Complex as a whole in particular the Common Areas, Facilities and Amenities, rendition of common services in common to the transferees and/or the occupants in any other capacity, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Facilities and Amenities in common.

COMPLETION CERTIFICATE - shall mean the completion certificate and such other certificate by whatever name called issued by the competent authority/Architect certifying that the real estate project has been developed in accordance with the sanctioned plan lay out plan and specifications. The Completion certificate can be obtained phase-wise.

DATE OF COMMENCEMENT OF LIABILITY -

This Agreement shall be deemed to have commenced on and with effect upon fulfillment of owner's obligation and obtaining clear possession of the Said Property after settlement with the occupiers, or obtaining sanctioned building plan by the Barrackpore Municipality, which ever is later or upon commencement of foundation work of the project.

FORCE MAJEURE - shall mean and include an event preventing either Party from performing any or all of their obligations under this

Agreement, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any relevant Government or Court orders including any order of injunction or stay restraining the work of construction of the said project.

MAINTENANCE-IN-CHARGE - shall mean the Association after it is formed or any agency or person to be appointed by the Promoter till the formation of such body and handing over charge of the Complex by the Promoter to such body for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Promoter not inconsistent with the provisions and covenants herein contained.

MARKETING - shall mean marketing, selling, leasing, letting out or otherwise dealing with any space in the Project to any transferee as the case may be for owning or occupying any flat, unit, apartment and/or constructed space by the Promoter through their marketing agency.

MARKETING AGENCY - shall mean any agency as may be appointed by the Promoter for sale or marketing of the Units and Saleable Spaces comprised in the said Project.

MARKETING EXPENSES - shall mean all expenses relating to or in connection with marketing of the Saleable Spaces comprised in the building Complex, such as, fees or brokerage of Marketing Agent.

NET SALES REVENUE - shall mean and include all the amounts to be received by the Promoter towards consideration for the sale, rents, lease of units and amounts receivable from the unit/space purchasers/ transferees but shall not include the brokerage, Goods and Service Tax or any other present and future tax payable on sale/transfer of the units, as applicable, collection of various Extras and Deposits, stamp duty, registration fee and other incidental and allied costs, expenses of all deeds, documents, agreements, collected from the prospective unit purchasers.

OCCUPANCY CERTIFICATE - shall mean the occupancy certificate or such other certificate by whatever name called, issued by the competent authority permitting occupation of any building as provided under local laws, which has provision for civic infrastructure such as water, sanitation, electricity etc.

OWNER' ALLOCATION - shall mean 37% (Thirty Seven Percent) of Total Sales Revenue generated from the sale of Saleable Spaces of the Complex to be constructed at the said Property.

PLAN - shall mean the plan to be sanctioned by Barrackpore municipality or any other sanctioning authority as the case may be, together with all modifications and/or alterations thereto from time to time made or to be made by the Promoter in consultation with the Owner under advise of the Architect and includes site plan, service plan, parking and circulation plan, Project landscape plan, layout plan and such other plan and also includes structural designs, if applicable, permission such as environment permission and such other permissions which are approved by the competent authority prior to start of the project.

PROMOTER - shall mean and include **Ground 2 Skye Ventures LLP**, and its present partners or such other person or persons who may be taken in or admitted for the benefit of the said partnership business and their respective heirs, executors, administrators, legal representatives and assigns.

PROMOTER'S ALLOCATION - shall mean 63% (Sixty Three Percent) of Total Sales Revenue generated from the sale of Saleable Spaces of the Complex to be constructed at the Said Property.

PROMOTER'S RIGHTS - shall mean, in addition to or subject to what has been provided for elsewhere in this Agreement, the entire development rights of the Complex on the Said Property and shall include (but not be limited to), *inter alia*, the right, power, entitlement, authority, sanction and permission to:

(a) exercise full, free, uninterrupted, exclusive and irrevocable marketing or sale rights in respect of the proportionate saleable areas of the Complex by way of sale, or any other manner of transfer or creation of third-party rights therein, have exclusive control with respect to the pricing of the saleable area to be constructed on the Said Project land and enter into agreements with such Purchasers as it deems fit and on such marketing or sale, to receive the full and complete proceeds as per the terms herein and give receipts and hand over Ownership, possession, use or occupation of the saleable area

and proportionate undivided interest in the Project land underneath the saleable areas;

(b) carry out the construction/development of the Project and remain in control of peaceful enjoyment there for any part thereof until the completion of development of the Project and marketing or sale of the saleable area therein and every part thereof;

(c) apply for and obtain from the relevant authorities all Approvals for development and construction of the Complex that are required to be obtained by the Promoter in terms of this Agreement;

(d) appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development work and to pay the wages, remuneration and salary of such persons;

(e) make payment and or receive the refund of all deposits, or other charges to and from all public or Governmental Authorities or public or private utilities relating to the development of the Said Property paid by the Promoter;

(f) make applications to the concerned Governmental Authority or semi-governmental authority in respect of, and carry out, all the infrastructure work, including levelling, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical transformer and all other common areas and facilities for the proposed building to be constructed on the Project land as may be required by any Approval, layout plan, or order of any Governmental Authority or semi-governmental authority and acquire relevant Approvals for obtaining water and electricity connections and Approvals for cement, steel and other building materials, if any as the Promoter deems fit;

(g) deal with, appear before and file applications, declarations, certificates and submit/ receive information with, as may be required under the Applicable Law, any Governmental Authority in relation to the Complex necessary for the full, free, uninterrupted and exclusive development of the Said property by construction of a building thereon;

(h) carry out and comply with all the conditions contained in the Approvals as may be obtained from time to time;

(i) launch the Project for sale of the units;

(j) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with all the marketing, or sale of the saleable area to be constructed on the Said Project land as envisaged herein;

(k) manage the Said Property and facilities / common areas constructed upon the said Property;

(l) take appropriate actions, steps and seek compliances, Approvals and exemptions under the provisions of the Applicable Law,

(m) to do all other acts, deeds and things that may be required for the exercise of the Development Rights;

PROJECT - shall mean and include the project of Development Works at the said Property by construction of a commercial-cum-residential or a commercial Building upon demolition of existing structure if any and Sale on Ownership of units thereat.

PARKING SPACE - shall mean all the spaces in the portions on the ground floor and/or basement, whether open or covered, of the building Complex expressed or intended to be reserved for parking of motor cars.

PROPORTIONATE OR PROPORTIONATELY - according to the context shall mean the proportion in which the built up area of any Unit or Units may bear to the total built-up area of all the Units in the Complex.

SAID PROPERTY- ALL THAT the piece and parcel of land containing an area of 37 cottahs 12 chittack 11 sqft approximately comprised in 4(2), S.N. Banerjee Road, 6(4), S.N. Banerjee Road, 54 (old 44) Pipe Road, 55 (old 45) Pipe Road and 57 (46/1), Pipe Road, Ward No.21, Barrackpore Municipality under Mouza Chanak, J.L. No.4, Touzi No.2998, C.S. Dag Nos.82, 87, 88 and 89 R.S. Dag Nos.140/724, 137, 138, 139, 140, 141, 142, 143, Police Station Titagarh, District 24-Parganas (North).

SAID SHARE - shall mean the undivided proportionate indivisible part or share in the Said Project Project land attributable to either party's allocation as in the context would become applicable.

SALEABLE SPACES- shall mean all constructed spaces in the new buildings or in the Complex capable of being dealt with or transferred as decided by the Promoter, which will be the area that would be advertised to the buyers of the units.

SPECIFICATION – shall mean the specification for the said Complex as mentioned in the **Third Schedule** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

TITLE DEEDS – shall mean the documents of title of the Owner in respect of the Said Project land.

TRANSFER – with its grammatical variations shall include transfer by possession and by other means adopted for effecting what is understood as a transfer of space in multi-storied building to the transferees thereof as per law.

UNITS– shall mean the flats or apartments or any other Saleable Areas comprised in the Complex which are capable of being enjoyed as a Unit along with Common Areas, Facilities and Amenities.

2. INTERPRETATION:

In this agreement save and except as otherwise expressly provided –

- i) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.
- ii) the division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.
- iii) when calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
- iv) all references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.
- v) the words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or clause thereof.

vi) Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, notification, bye-laws, terms or direction any time issued under it.

vii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novated.

3. OWNER' REPRESENTATIONS:

3.1 The Owner has represented and warranted to the Promoter as follows:-

(a) The Owner is seized and possessed of All That the Said Property. No person other than the Owner has any right, title and/or interest, of any nature whatsoever in the aforesaid property or any part thereof.

(b) The Owner has marketable title to the Said Property and the same is free from all encumbrances charges, liens, lispensens, acquisitions, requisitions, attachments, liabilities, trust of whatsoever nature.

(c) There are occupiers at the Said property. The Promoter on behalf of the Owner shall deal with the said occupiers to have the said property vacated The owner undertakes to extend full co-operation to the promoter.

(d) The Owner has not entered into any agreement for sale or transfer or development or any other agreement in respect of the said property with any person or persons whatsoever.

(e) The Owner represents that there are no litigation pending in respect of the Said property.

(f) The Owner shall obtain necessary clearances, no objection certificates and necessary licenses, if any required from all authorities concerned.

(g) The said property is not affected by any requisition or acquisition or vesting or alignment or scheme of any authority or authorities under any law and/or otherwise.

(h) No portion of the said property is affected by any notice or scheme or alignment of any Local Development Authority or the Government or the Municipal Corporation or any other Public or Statutory Body or Authority.

(i) The Said property is not affected by any attachment including the attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demands Recovery Act or any other Acts or otherwise whatsoever or howsoever and there was or is no Certificate case or proceeding against the Owner for realization of the arrears of Income Tax or other taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force.

(j) All rates, taxes and impositions in respect of the Said property shall be duly paid and discharged by the Owner upto the date of handing over the possession of the Said property for the development.

(k) The Owner shall not do nor permit any one to do any act, deed, matter or thing which may affect the development, construction and marketability of the project or which may cause charge, encroachments, litigations, trusts, liens, lispendens, attachments and liabilities on the Said property.

(l) There is no dispute with any revenue or other financial department of State or Central Government or elsewhere in relation to the affairs of the Said property and there are no facts, which may give rise to any such dispute.

(m) The Owner shall not transfer, alienate, encumber, mortgage, lease, create any charge and/or deal with the Said property or part thereof in any manner whatsoever till the completion of the Complex.

(n) The Owner shall provide all assistance and or co-operation to the Promoter, as may be required to obtain necessary financial assistance for the development of the Project, from any bank or financial institution.

(o) The owner shall bear the compensation to be paid to the occupiers or provide them alternate area in the proposed building and the same will be adjusted from the Owners Share in the said project. Any expense involved in vacating the occupiers will be borne by the Promoter

4. **OWNER'S OBLIGATION:**

- (a) The Owner shall hand over possession of the said property to the promoter immediately execution of these presents along with occupiers of the land.
- (b) The Owner shall have the said Project land demarcated enabling the Promoter to initiate development of the said Project..
- (c) The Owner ensure full co-operation to vacate and rehabilitate the existing occupiers of the said property.
- (d) The Owner have full power and absolute authority to enter into the instant Development Agreement as also to entrust the Promoter for the development of the "Said property".
- (e) The Owner undertakes to fully co-operate with the Promoter for obtaining all permissions required for development of the Said Project land.

5. **PROMOTER'S REPRESENTATION:**

5.1 The Promoter has represented and warranted to the Owner that the Promoter is carrying on business of construction and development of real estate and has sufficient infrastructure and expertise in this field.

5.2 The Promoter shall apply for and take necessary steps for obtaining the sanctioned building plan within 4(four) months from execution of these presents.

5.3 The Promoter shall carry out and complete the development in respect of the "Said Project land" and/or construction of the said building complex strictly in accordance with the plan to be obtained sanction from the Barrackpur municipality and as per the relevant Municipal laws and building Rules relating to the development of immovable properties and/or construction of a residential-cum-commercial or commercial Building Complex and further strictly as per the provisions contained in these presents within a period of 36 months from the date of obtaining clear possession of the said property after settlement with the occupiers or obtaining sanctioned building plan from the Barrackpore Municipality whichever is later, or upon commencement of the foundation work of the project, subject to the provision of Force Majure more fully mentioned in clause appearing hereinafter. The Promoter shall be given grace period of 12 (twelve) months if the Promoter is unable to complete the project within stipulated time. If the project is not complete within 36 months

plus the grace period of 12 months. Such time period shall be extended for further 12 months only on payment of monthly penalty on the further extended period of 12 months, as to be predetermined by the Owner and the Promoter.

6. **BASIC UNDERSTANDING:**

6.1 The Parties have mutually decided to take up the development of the said Project by construction of the New Residential cum Commercial or commercial complex thereon in the manner contained in this Agreement, with the main crux being that development and construction of New Building complex at the said Project shall be made by the Promoter at its own costs and expenses and the revenues arising from the sale and transfer thereof shall be shared by the parties in the ratio mentioned above in the 'Owner's Allocation' and 'Promoter's allocation' portion. In consideration of Promoter, agreeing to construct and complete the Complex, the Owner agrees to transfer the undivided share in the Said Project land attributable to the Saleable Spaces to the transferee in such part or parts as Promoter may desire and hereby further grant the exclusive and absolute right to develop the Said Project land.

6.2 By virtue of the rights hereby agreed to be granted the Promoter is irrevocably authorized to build upon and exploit commercially the Said Project land by constructing the New Residential cum Commercial or commercial Building complex and dealing with the Saleable Spaces therein with corresponding undivided share in the Said Project land and according to the marketing format.

6.3 The said building complex shall be developed and constructed in accordance with the Plan to be sanctioned by the concerned authority as a ready-to-use Residential cum commercial or commercial Complex with specified areas, amenities and facilities.

7. **APPOINTMENT AND COMMENCEMENT:**

7.1 The Owner hereby agrees to and do appoint the Promoter to develop the said Project with exclusive right to develop the said project and the Promoter hereby agrees to be so appointed as the Promoter.

7.2 This Agreement shall commence and be deemed to have commenced on and with effect from the date of execution as mentioned above and shall remain valid and in force till all obligations

of the Parties towards each other stand fulfilled and performed or till this Agreement is terminated in the manner stated in this Agreement.

8. HANDING OVER POSSESSION:

Immediately upon execution of these presents, the said property along its occupiers, as mentioned above, shall be handed over in favour of the Promoter.

9. AUTHORITY TO ENTER:

Simultaneously with the execution of these presents the Promoter shall be allowed by the Owner full and free access to the Said Project land as a licensee for development thereof and such license shall not be deemed to be a transfer under the Income tax Act or possession under section 53A of Transfer of Property Act, 1882.

10. STEPS FOR DEVELOPMENT OF THE SAID PROPERTY:

10.1 The Promoter shall upon fulfillment of the conditions precedent shall apply for registration of the said Project with the Housing Industry Regulatory Authority under the West Bengal Housing Industry Regulation 2017 and upon obtaining registration number including password shall create their web page and fill therein the details of the said project.

10.2 The Promoter shall upon obtaining the sanctioned building plan from the Baarrackpore Municipality and necessary approvals from all concerned initiate the development work in accordance with the sanctioned plan, lay out plans and specifications, as may be approved, by the competent authorities.

10.3 The Owner shall sign and execute all papers, documents, plans, declarations, affidavits and other documentations whatever required for sanction and or any revision of the sanctioned plan as and when required by the Promoter without any objection of whatsoever nature and within 7 days of the request being made along with the documents being made available to the Owner.

10.4 The development rights granted herein includes the exclusive right, authority and authorization to the Promoter to:

a. appoint contractors, sub-contractors, agents, engineers, labours, caretakers, guards and other staffs and employees and at

such remuneration and on such terms and conditions as may be deemed necessary by the Promoter

- b. enter into agreements for implementing the development and making available the various facilities;
- c. establish, provide or procure, install, construct, as the context admits or requires, and operate the facilities;
- d. decide design, shape, construction quality of the proposed building complex.
- e. take decision regarding settling the sale price of the saleable space
- f. carry out such other activities incidental to the foregoing or proper or desirable for the safe, efficient and economic implementation and operations of the proposed development.

10.5 It is however made clear that in carrying out any of the activities mentioned hereinabove or in exercising any of the rights conferred upon the Promoter herein, the Promoter shall not fasten any liability on the Owner and shall keep the Owner safe, harmless and indemnified.

10.6 The Promoter will demolish the existing structures, if any, on the Said Property and shall initiate construction of the said Project.

10.7 The Owner shall upon fulfillment of their obligations grant to the Promoter and/or nominees a General Power of Attorney simultaneously with the execution of this Agreement for the following purposes -

- i) All purposes for obtaining sanctioned plan and to revise the sanctioned plan including addition/alteration/modification thereof, if any required;
- ii) For obtaining various necessary permissions and sanctions from different authorities in connection with or related to sanctioned plan and construction and completion of the project and also pursuing and following up the matter with all authorities in this regard;
- iii) For obtaining temporary and permanent connections of water, electricity, drainage, sewerage, gas, lifts etc. in the Said Project land and use and enjoyment of the Saleable Spaces and other spaces, areas, rights and benefits at the Said Project land.

10.8 While exercising powers and authorities under the Powers or Powers of Attorney to be granted by the Owner in terms hereof, the Promoter shall not do any act, deed, matter or thing which would in any way infringe or prejudicially affect the rights of the Owner and/or go against the spirit of this agreement. The said Power of Attorney shall be specific and valid for the purposes that would be given and shall not be revoked during the subsistence of this agreement.

10.9 Taking into account the aesthetics of the Said project, the Promoter shall make its best efforts to consume and exploit the maximum permissible FAR available for the Said Project land.

11. CONSTRUCTION AND COMMERCIAL EXPLOITATION OF NEW BUILDING:

11.1 The Promoter shall, at its own costs and expenses and without creating any financial or other liability (save and except agreed hereunder) on the Owner construct, erect and complete the Said project in pursuant to the final plans to be sanctioned by sanctioning authorities and as per the specifications mentioned in the **Schedule** hereunder and/or as be recommended by the Architects from time to time (collectively **Specifications**).

11.2 Upon fulfillment of the obligations of the Owner, the Promoter will commence the construction of the Project upon obtaining the Registration and permission to construct the project or obtaining clear or vacant possession of the land after settlement with the existing occupiers or obtaining sanctioned building plan from the Barrackpur Municipality whichever is later or upon commencement of the foundation work of the project and shall complete construction of the Project within a period of 36 months there from with a grace period of 6 months, both subject to force majeure. Such period shall further be extended for a period of 12 months only on payment of monthly penalty on the further extended period of 12 months, as to be predetermined by the Owner and the Promoter.

11.3 The decision of the Architects, appointed by the Promoter regarding measurement of area constructed and all aspects of construction including the quality of materials as per specifications shall be final and binding on the Parties.

11.4 The Promoter shall at its own costs complete install and erect in the building complex the common areas, amenities and facilities such as stairways, lifts, escalators, generators, fire fighting apparatus, passages, driveways, common lavatory, electric meter room, pump

room, reservoir, over head water tank, water pump and motor, water connection, drainage connection, sewerage connection and other facilities required for establishment, enjoyment, maintenance and management of the New Building and all other necessary amenities.

11.5 The Promoter shall be authorized in the names of the Owner to apply for and obtain temporary connections of water, electricity, drainage and sewerage.

11.6 The Promoter is hereby authorized in the name of the Owner to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owner and required for the construction of the building complex but in no circumstances the Owner shall be responsible for the price/value, storage and quality of the building materials.

11.7 All tax liabilities in relation to construction and development of the project and more particularly GST shall be paid by the Promoter or the transferees and the Owner shall have no liability for the same except for the pro-ra-ta Unsold Areas.

12. **POWERS AND AUTHORITIES:**

12.1 To enable the Promoter to specifically perform its obligations arising out of this Agreement, the Owner hereby nominate, constitute and appoint the Promoter or the persons nominated by the Promoter to be the true and lawful attorney of the Owner, to do, execute and perform all or any of the following acts, deeds, matters and things with respect to the Said Project land keeping the Owner informed in writing as far as practicable:

(a) To obtain permission or approval from the Planning Authorities and other authorities as may be required for the development and construction of the Project in accordance with this Agreement and for that purpose to sign such applications, papers, writings, undertakings, appeals, etc., as may be required.

(b) To amalgamate the separate Premises of the Owner into a single Premises.

(c) To appoint architects, contractors, sub-contractors, consultants, and surveyors as may be required and to supervise the development and construction work of the building on the Said Project land.

- (d) To apply for and obtain sanctioned Building Plan in the name of the Owner.
- (e) To approach the concerned authorities for the purpose of obtaining permissions and service connections including water, sewerage and electricity for carrying out and completing the development of the Said Project land.
- (f) To make deposits with the Planning Authorities and other authorities for the purpose of carrying out the development work and construction of the said Project and to claim refunds of such deposits and to give valid and effectual receipt and discharge on behalf of the Owner in connection therewith.
- (g) After completion of the construction of the Project, to apply for and obtain occupation and completion certificate in respect thereof or parts thereof from the Planning Authorities.
- (h) To negotiate for sale, enter into agreement for sale booking and sale of all units with the intending Allottees and to enter into sale/ lease agreement with the intending allottees both in residential and Commercial segment.
- (i) To negotiate and have the existing occupiers vacated from part of the said Property and bear costs thereto in respect of any compensation paid which shall be adjustable from the revenue sharing of the Owners' allocation. If any of the occupier is given any alternate area in the building complex the same shall be adjustable from the share of the allocated area of the Owner.
- (j) To do and perform all acts, deeds, matters and things necessary for all or any of the purposes aforesaid and for giving full effect to the powers and authorities herein before contained, as fully and effectually as the Owner could do in person.
- (k) To obtain loans and/or advances from the Banks and/or Financial Institutions and/or Housing Finance Companies and/or Non-Banking Financial Companies (NBFCs) as may from time to time be required specifically and only for carrying out and completing the said Project by creating charge on the Promoter's share of net sale proceeds on such terms and conditions as the Promoter shall think proper. The Promoter will in no circumstances create any charge or mortgage the "Said Project Land" in favour of the lender(s). The Promoter shall solely and exclusively be responsible to repay the loans and advances, which the Promoter may obtain as aforesaid as also to pay all interest thereon and charges related thereto and in this regard

the Owner shall not be liable or responsible in any manner what so ever.

12.2 The Owner hereby ratifies and confirms, and agrees to ratify and confirm all acts, deeds and things lawfully done in the interest of the completion of the Project by the Promoter and persons nominated by the Promoter in pursuance of the powers and authorities granted as aforesaid.

13. ALLOCATION OF TOTAL SALE PROCEEDS:

The Parties have agreed that in consideration of the Owner entrusting the development of the "Said Project land" and construction of the proposed Project to the Promoter as per the terms herein recorded, the Owner herein shall be entitled to 37% and the Promoter shall be entitled to 63% of the Total Sale Proceeds for and on account of sale of the Units and saleable spaces at the proposed Project.

13.1. The Parties hereto hereby agree, declare and confirm that the term or expression Total Sale Proceeds shall not include the following amounts to be received, realized and recovered by the Promoter from the Allottees of the Units towards deposits and other costs, charges and expenses:-

- (a) Stamp duty, Registration fees and all other legal expenses as may be collected from the intending Allottees of the Units at the Project;
- (b) Cost of extra works to be carried out exclusively at the instance of the intending Allottees of Units at the Project;
- (c) The amounts towards reimbursement of Municipal Taxes, Works Contract, Service Tax, G.S.T. and other rates, taxes and outgoings which are received and/or realized from the intending Allottees;
- (d) Amounts of deposit for Electricity Board, Association Formation Charges, Deposits/Security as may be collected from the intending Allottees of the Project;
- (e) Amounts which are received from the intending Allottees of Units on account of or as extras towards legal fees, maintenance charges etc. and also those received as deposits/advances against rates, taxes and maintenance charges etc.

(f) Deposits and expenses for purchase, installation and maintenance of the common installation (including but not limited to the areas, facilities and amenities earmarked for common use and enjoyment of the Allottes of the Units),

13.2. The parties have also agreed that Net Sale Proceeds shall be distributed according to the respective shares of the parties as mentioned above.

13.3. The parties have further agreed that sale brokerage shall also be shared in agreed proportion between the parties.

13.4. The parties have also agreed that the Commercial spaces in the project shall be sold out by the Promoter and the rent/revenue received shall be shared in the ratio as described in this agreement.

13.5. The parties herein agree that the cost or the area to rehabilitate the existing shop owners, occupiers, and trespassers shall be adjusted from the Owner's allocated share in the said Project.

13.6. The Unsold units, (the term unsold units shall always mean and include remaining Units, spaces and Car Parking Spaces) of the project, if any remains, after obtaining completion certificate by the Promoter from the concerned competent authority, can be sold by both of the Owner and the Promoter, in consultation with each other. If any saleable spaces or areas of the Project remains unsold even after two years after obtaining the completion certificate, the same would be allotted to the Owner and the Promoter in the ratio of their respective allocation i.e 37:63. The areas and spaces so separately allotted shall be exclusively held by the respective parties with absolute right to sell/transfer/dispose of and appropriate the sale proceeds/rents of the same. The allocation of such unsold units, shall be made in a fair and equitable manner and on mutual agreements between the Parties. The Parties further undertake to sign, execute and/or register all documents in favour of each other in conformity of Ownership right of each of them regarding their respective allotment of unsold spaces and area.

14. **DEPOSITS AND FINANCIALS:**

14.1 The Promoter shall keep in deposit with the Owner a sum of Rs1,00,00,000/- (Rupees one Crore only) as interest free security deposit (hereinafter referred to as the Deposit Amount). Out of which 50 lacs shall be deposited at the time of execution of these presents and remaining 50 lacs shall be deposited upon obtaining sanctioned building plan from Barrackpore Municipality or obtaining clear

possession of the said property upon settlement with the existing occupants whichever is later or prior to commencement of foundation work of the project.

14.2 The interest free security deposit shall be refundable to the Promoter within 7 working days upon obtaining the completion certificate by the Promoter and furnishing a copy thereof to the Owner and as and when 10% of the net revenue receivable by the Owner from the said project is equivalent or exceeds the amount of security deposited.

15. ESCROW BANK ACCOUNT:

15.1 A joint escrow bank account shall be opened by the Promoter and the Owner for and on account of the Project with such bank (Escrow Banker) as the Promoter and the Owner shall jointly think proper. The Promoter and the Owner herein shall jointly operate such Bank Account and all the amounts as may from time to time be received and/or realized towards Total Sale Proceeds including earnest money, part payments and consideration amounts for and on account of sale or otherwise transfer/disposal or including rents/lease rentals of any residential units and commercial spaces of the Project, shall be deposited in such joint Escrow Bank Account.

15.2 All deposits on account of rent or lease or otherwise (refundable or non refundable) shall be exclusively deposited with the Promoter. In a separate bank account, with an intimation to the Owner. The Promoter shall be entitled to use such amount exclusively for construction/development of the said project. Upon completion of the construction of the Project and obtaining of the completion certificate from the concerned competent authority, the Promoter shall reimburse to the Owner their proportionate share in such deposits as per agreed ratio .

15.3 All monthly /quarterly /yearly rents to be received from the lessee/tenant from the said project shall be deposited in the escrow account and shall be shared amongst the parties in agreed ratio .

15.4 The Escrow Banker would be irrevocably authorized and instructed to disburse and distribute the amounts, which would from time to time be deposited in the Escrow Bank Account including rent to transfer in the separate Bank Accounts respectively of the Owner and the Promoter in the ratio of **37:63**. No other bank account shall be used for deposit of the sale consideration for the said project.

15.5 The Promoter shall make all deposits as per section 4(2)-L-D of the West Bengal Housing Industry Regulation Act 2017.

15.6 The Parties shall on a quarterly basis (unless any other period is otherwise mutually agreed in writing), reconcile the accounts as regards the Total Sale Proceeds and their respective entitlements in terms thereof and if any party is found to have received more than its entitlement, such party shall pay to the other party the amount in excess so received.

15.7 The promoter shall provide to the Owner monthly status report of the project in details including statement of account without fail by 15th day of each month.

16. **DEALING WITH SPACES IN THE NEW BUILDING:**

16.1 All the spaces in the said Project will be marketed through one or more Marketing Agency, to be appointed by the Promoter, from time to time (collectively Marketing Format).

16.2 The Promoter herein shall be entitled to cause the publicity and marketing for sale of the Project under his brand name, The costs as may be incurred on account of publicity and marketing of the project would be borne by the Promoter only.

16.3 Subject to other provisions of this Agreement, the Promoter shall be solely responsible and entitled to deal with the Transferees regarding the sale, transfer and/or lease of all saleable spaces in the said Project and shall take all necessary steps for the same including getting the transfer documents prepared and signed, collecting payments, handing over possession, etc. In respect of the Unsold units of the project, if any remains, after obtaining completion certificate by the Promoter from the concerned competent authority, can be sold by both of the Owner and the Promoter, in consultation with each other. If any saleable spaces or areas of the Project remains unsold even after two years after obtaining the completion certificate, the same would be allotted to the Owner and the Promoter in the ratio of their respective allocation i.e 37:63.

16.4 It is agreed and recorded that all Agreements, Deeds of Conveyance or any other papers and documents in respect of the transfer of any areas in the said project shall maintain uniformity in respect of the restrictions, stipulations, covenants, terms and condition for the use and occupation thereof together with amenities and facilities therein as are stipulated in this agreement or that would be drafted by the Advocates for the Promoter and the parties hereby

undertake to each other that neither of them shall deviate from the such restrictions stipulations, covenants, terms and conditions.

16.5 The Promoter shall execute and register with the appropriate registering authorities Deeds of Conveyance or other documents for transferring and/or demising of any saleable space in the said project as aforesaid unto and in favour of the intending purchasers/transferees and the cost for stamp duty and registration charges in respect thereof shall be borne by the intending purchasers/transferees as the case may be.

17. MUNICIPAL TAXES AND OUTGOINGS:

17.1 All Municipal rates, taxes and outgoing on the said Project relating to the period prior to the date of sanction of the building plan or commencement of the foundation work of the said project shall be borne, paid and discharged by the Owner and such dues shall be borne and paid by the Owner as and when called upon by the Promoter.

17.2 From the date of sanction of the building plan or the date of commencement of the foundation work of the said project, the Promoter shall pay the property taxes as also other outgoing in respect of the said Project or so much thereof which would be under construction till such time the said Project is ready for occupation, after which, the Parties and/or their respective transferees or nominees shall become liable and responsible for payment of property taxes and all other outgoing (collectively Rates) in the ratio of their respective allocations.

18. TAXES:

18.1 The Promoter shall be liable to pay, satisfy and discharge all the tax liabilities in relation to construction, execution and development of the said project including those on account of GST.

18.2 The Promoter is entitled to receive the Goods and Service Tax which will be paid by the transferee/purchaser in respect of the Unit in the said project to be constructed and/or the other Saleable Spaces in the Project.

18.3 The transferee/Allottee may deduct Tax Deductible at Source (TDS) under the Income Tax Act. Such TDS shall be received by the Promoter at the first instance and the same shall be credited in their

joint account. The Promoter shall reimburse to the Owner its proportionate share of TDS.

19. POST COMPLETION MAINTENANCE:

19.1 The Promoter shall be responsible for the management, maintenance and administration of the Building Complex or may appoint an agency to do the same. The Owner hereby agree to abide by all the rules and regulations to be framed for the management of the affairs of the said residential building complex. The Owner Shall be liable to pay proportion maintenance charges or other charges if the unsold space is ultimately partitioned/ divided amongst the parties.

19.2 The Promoter or the Agency to be appointed shall manage and maintain the Common Portions and services of the New Building and shall collect the costs and service charge there for (Maintenance Charge) before formation of registered Association under the West Bengal Apartment Ownership Act, 1972. It is clarified that the Maintenance Charge shall include premium for the insurance of the Building complex, Project land tax, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges and charges of capital nature for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments.

20. COMMON RESTRICTIONS:

20.1 The Complex shall be subject to the restrictions as are applicable to Ownership building, intended for common benefit of all occupiers of the New Building.

20.2 For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, all occupants of the said project shall permit the Promoter or the agency to be appointed if any, at all reasonable time, to enter into and upon the concerned space and every part thereof.

20.3 It is agreed between the parties that the Promoter shall frame a scheme for the management and administration of the project and all the occupiers of the building shall perpetually in succession abide by all the rules and regulations to be framed in connection with the management of the affairs of the project.

21. OBLIGATIONS OF THE PROMOTER:

21.1 Development of the Said Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies and in conformity with the building plan sanctioned by Barrackpore Municipality.

21.2 The Promoter shall register the said Project immediately with the Housing Industry Regulatory Authority under the West Bengal Housing Industry Regulation Act 2017 (said Act) and shall take necessary steps as per the said Act. In the application for registration the Promoter shall furnish all necessary details including time period within which the said project is required to be completed and comply with the provision of Project land of all statutory body or bodies as may be enforceable or applicable for such project by Govt. both state and central and all statutory body or bodies as the case may be.

21.3 The Promoter shall conclude the development work in accordance with the plan sanctioned by the Barrackpore Municipality in accordance with the lay out plans and specifications as may be approved by the competent authorities within a period of 36(thirty six)months, and such extended period mutually agreed between the parties, from the sanction of building plan by the competent authorities and shall not change the plan without information to the Owner and or all other concerned body or bodies, as the case may be .

21.4 The Promoter shall be responsible for planning, designing development and construction of the building Complex with the help of professional bodies, contractors, etc.

21.5 The Promoter has assured the Owner that they shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without default.

21.6 The Promoter shall construct the building Complex at its own cost and responsibility. The Promoter shall alone be responsible and liable to Government, Municipality and other authorities concerned as also to all the laborers, staff and employees engaged by it and shall alone be liable for any loss or for any claim arising from such construction and shall indemnify the Owner against any claims, loss or damage for any default or failure or breach on the part of the Promoter.

21.7 The Promoter hereby agrees and covenants with the Owner not to transfer and/or assign the benefits of this agreement or any portion thereof nor to give permissive possession to anyone without the consent in writing of the Owner first had and obtained.

21.8 The Promoter shall complete the project within a period of 36 months from the date of obtaining clear possession of the said property after settlement with the occupiers or obtaining sanctioned building plan from the Barrackpore Municipality whichever is later or upon commencement of the foundation work of the said project, subject to the provision of Force Majeure more fully mentioned in clause. The Promoter shall be given grace period of 12 (twelve) months if the promoter is unable to complete the project within stipulated time. If the project is not complete within 36 months plus the grace period of 12 months, such time period shall be extended for further 12 months only on payment of monthly penalty on further extended period of 12 months as to be predetermined by the Owner and the Promoter.

21.9 The Promoter hereby agrees and covenants with the Owner not to violate or contravene any of the provisions of the laws and rules applicable to construction of the building Complex and shall be responsible to comply with the prevailing laws, rules and bye-laws of all concerned authorities and State Government/Central Government bodies and provisions of the law applicable to the development, construction, safety and transfer of the units in the building complex.

21.10 Staff and employees engaged by the Promoter, if any, shall be the employees of the Promoter and the Owner shall not in any way be liable or responsible for their salaries, wages, remuneration etc. The Promoter indemnifies the Owner from any liability on account of accident, mishap, fire occurring in the development area with reference to any work being carried out by the Promoter or its Agents/employees.

21.11 The Promoter shall be solely responsible to look after, supervise manage and administer the progress and day to day work of development.

21.12 The Promoter shall be entitled to obtain loans and/or advances from the Banks and/or Financial Institutions and/or Housing Finance Companies and/or Non-Banking Financial Companies (NBFCs) as may from time to time be required specifically and only for carrying out and completing the said Project by creating charge on the Promoter's share of net sale proceeds on such terms and conditions as the Promoter shall think proper. However the Promoter shall solely

and exclusively be responsible to repay the loans and advances, which the Promoter may obtain as aforesaid as also to pay all interest thereon and charges related thereto and in this regard the Owner shall not be liable or responsible in any manner what so ever.

21.13 The Promoter shall not deploy any child labour at the premises and shall deploy only adult employees above the age of 18 years for performing the duties required under this agreement.

21.14 The Promoter shall take necessary safety measures like training its employees deployed in the premises, and provide necessary safety equipments like gloves, head gears, gumboots and any other safety equipment as may be required apart from supplying the proper tools.

21.15 Any defects, bad workmanship or other faults to any unit or in the common area or any fittings or fixture either during construction or within the defect liability period of five years from the obtaining Completion Certificate, shall be rectified by the Promoter at its costs and expenses within a reasonable period thereafter, as and when the same shall be brought to the notice of the Promoter within the said period.

21.16 The Promoter shall get his accounts audited within the prescribed period as mentioned in the said Act from the end of every financial year by a Chartered Accountant in practice and it shall be verified during audit that the amount collected for a project have been utilized for that project and withdrawal has been done in proportion to the percentage of completion of that project.

21.17 The Promoter shall obtain Completion Certificate/occupancy certificate as may be applicable from the concerned authority upon completion of the said project.

21.18 The Promoter on behalf of the Owner shall negotiate with the existing occupiers, trespassers to evict them and have the property vacated. and shall bear necessary costs thereto in relation to the compensation paid to the occupiers and the same shall be adjustable from the Owner's proportion of the net sale revenue.

21.19 The Promoter shall keep the Owner updated and informed about the progress of development including sale, transfer, lease, rent of any saleable portion of the said Project, from time to time.

22. MISCELLANEOUS:

22.1 The agreement entered into by and between the parties herein is and shall be on principal to principal basis.

22.2 The Owner and the Promoter expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

22.3 Nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.

22.4 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.

22.5 It is understood that from time to time to facilitate the uninterrupted construction of the Building Complex by the Promoter, various deeds, matters and things not herein specified may be required to be done by the Promoter and for which the Promoter may need authority of the Owner. Further, various applications and other documents may be required to be signed or made by Owner relating to which specific provisions may not have been mentioned herein. The Owner hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Promoter for the purpose and the Owner also undertake to sign and execute all additional applications and other documents, provided that all such acts, deeds matters and things do not in any way infringe on the rights of the Owner and/or go against the spirit of this Agreement.

22.6 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

22.7 The Owner shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Promoter's Allocation and the Promoter shall be liable to make payment of the same and keep the Owner indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Promoter's allocation. Similarly the Promoter shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Owner' Allocation and the Owner shall be liable to make payment of the same and keep the Promoter indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Owner' Allocation.

22.8 All benefits under the Income Tax Act for borrowings made by the Promoter would be available to the Promoter and it would be entitled to claim all such benefits.

22.9 The name of the Project shall be decided by the Promoter

22.10 Each Party has taken and shall take its own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.

22.11 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

22.12 If any term of this agreement is found to be contrary to the provisions of West Bengal Housing Industry Regulation Act, 2017 or any other similar Act which may come into force at any time hereafter, such provisions shall be modified by the parties by a supplementary agreement to make it compliant to the statutory provision.

23. **DEFAULTS:**

23.1 The following shall be the events of defaults:-

- a) If the Owner fails to comply with any obligation contained herein.
- b) If the Promoter fails to comply with any obligation contained herein.

23.2 In case the Promoter fails to construct and complete the said Project within stipulated time period of 36 (thirty six months) as contemplated above in such event, the Promoter shall be entitled to a grace period of 12 (twelve months) months. If the Promoter still fails to comply with its obligations within such period of 48 (forty eight) months as stated above, such grace period shall be extended for a period of further 12 (twelve) months, subject to payment of penalty by the Promoter to the Owner at an agreed rate between the parties, for such delayed period of 48th to 60th month.

24. **TERMINATION:**

24.1 If the agreement is incapable of being performed by reason of any defaults of the Owner as mentioned above, the Promoter shall be entitled to cancel the agreement and the Owner shall be liable to refund of security deposit together with interest thereon at the rate of

12 % per annum and the Owner shall be further liable to pay and/or reimburse the Promoter all costs, charges and expenses and/or investments made by the Promoter as per the books of account in the said building Complex within 30 days from the date of termination.

24.2 If the agreement is incapable of being performed by reason of any default of the Promoter as mentioned above or if the Promoter fails to construct the said project even beyond the grace period or such extended time, as mentioned in the agreement i.e. in aggregate within a period of 60 months, the Owner shall be entitled to cancel this agreement.

24.3 If the Promoter fails to complete the said Project within the stipulated time as mentioned above, the Owner shall have the discretion to complete the project by themselves or through the said Promoter or by any other contractor/developer/agencies of their choice. Upon the completion of the Project, the Owner shall furnish the accounts of expenses to the Promoter for mutual reconciliation of accounts. The Promoter shall be entitled to reimburse such expenses incurred by the Owner within 45 days from the date of such reconciliation of accounts. The Promoter upon payment of such expenses to the Owner, as aforesaid, shall be entitled jointly with the Owner to sale/dispose of the unsold areas of the said Project and receive the net sale revenue as mentioned hereinabove.

25. FORCE MAJEURE REMEDY:

25.1 If either Party is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, that Party shall forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof, and for such time after the cessation, as is necessary for that Party, using all reasonable endeavors, to recommence its affected operations in order for it to perform its obligations. Neither the Owner nor the Promoter shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

25.2 In the eventuality of Force Majeure circumstances the time for compliance of the obligation shall stand extended by such period being the time of commencement of force majeure condition to the completion thereof and 7 days thereafter.

25.3 The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavors to bring the event of Force Majeure to a close or to find a solution by which the Agreement may be performed despite the continuance of the event of Force Majeure.

26. **ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreements between the Parties, oral or implied.

27. **AMENDMENT/MODIFICATION:**

No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties and expressly referring to the relevant provision of this Agreement.

28. **NOTICE:**

28.1 Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or by facsimile transmission or registered post or speed post with acknowledgement due or through courier service to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each party from time to time).

28.2 Any such notice or other written communication shall be deemed to have been served:-

- a) If delivered personally and acknowledged at the time of delivery.
- b) If sent by prepaid recorded delivery or registered post or courier service, on the 4th day of handing over the same to the postal authorities or the day the same is delivered, whichever is later.

28.3 If sent by facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at

the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent.

28.4 In proving such service it shall be necessary to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or by courier, that such notice or other written communication was properly addressed and delivered to the recipient /addressee or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.

29. DISPUTE RESOLUTION:

29.1 The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties. If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes, if not solved/settled, shall be referred to, and finally resolved by, arbitration by an Arbitration Tribunal. The arbitration proceedings shall be conducted at Kolkata.

29.2 Such Arbitral Tribunal shall comprise of sole arbitrator if the parties are able to concur upon appointment of the sole arbitrator and if the parties are unable to concur upon appointment of sole arbitrator then the Arbitral Tribunal shall be comprised of three arbitrators; one arbitrator each to be appointed by the Promoter and the Owner and the two arbitrators shall appoint the presiding arbitrator.

29.3. The arbitration proceedings shall be conducted in accordance with the provisions contained in the Arbitration & Conciliation Act, 1996 and amendments made therein.

29.4 Nothing shall preclude any Party from seeking interim or permanent equitable or injunctive relief, or both, from any court having jurisdiction to grant the same. The pursuit of equitable or injunctive relief shall not be a waiver of the duty of the parties to pursue any remedy for monetary damages through the arbitration described hereinabove.

30. **JURISDICTION:**

The courts at Kolkata shall have jurisdiction to entertain or try any action or proceeding arising out of this agreement.

THE SCHEDULE ABOVE REFERRED TO:

SAID PROPERTY

ALL THAT the piece and parcel of land containing an area of **37 cottahs 12 chittacks 11 sq.ft.** be the same a little more or less comprised in 4(2), S.N. Banerjee Road, 6(4), S.N. Banerjee Road, 54 (old 44) Pipe Road, 55 (old 45) Pipe Road and 57 (46/1), Pipe Road, Ward No.21, Barrackpore Municipality under Mouza Chanak, J.L. No.4, Touzi No.2998, C.S. Dag Nos.82, 897, 88 and 89 R.S. Dag Nos.140/724, 137(P), 138, 139, 140, 141, 142, 143, Police Station Titagarh, District 24-Parganas (North), Pin Code-700 120, out of which

- (i) 8 cottahs 5 chittacks 30 sq.ft. be the same a little more or less comprised in 4(2) S.N Banerjee Road, Ward No.21, Police Station Titagarh, Mouza Chanak, Barrackpore Municipality, Mouza Chanak, J.L. No.4, Touzi No.2998, J.L. No.4, Revenue Survey No. 39, Khatian Nos.242, 443, 483, 508, R.S. Dag Nos.140/724, 137(P) 138, 139, 143(p) corresponding to C.S. Dag Nos.89, 88, 87.
- (ii) 19 cottahs 14 chittacks 42 sq.ft. be the same a little more or less comprised in 6(4) S.N. Banerjee Road, Ward No.21, Police Station Titagarh, Mouza Chanak, Barrackpore Municipality, Mouza Chanak, J.L. No.4, Touzi No.2998, J.L. No.4, Revenue Survey No. 39, Khatian Nos. 242, 508, 621, R.S. Dag Nos.140,141 and 142(p) corresponding to C.S. Dag Nos. 89 and 82.
- (iii) 7 cottahs 14 Chittacks 35 sq.ft. be the same a little more or less of land comprised in 55 (old 45)Pipe Road, 54 (old 44) Pipe Road, Ward No. 21, Barrackpore Municipality, Police Station Titagarh, Mouza-Chanak, J.L. No.4, R.S No.39, Touzi-2998, R.S. Khatian Nos.621 and 622, Dag Nos.142 and 143.

- (iv) 1 cottah 8 chittacks 39 sq.ft. be the same a little more or less lying situate at Mouza-Chanak, Dag No.137(P), Khatian No.623, J.L. No.4, R.S. No.39, Touzi No. 2998 comprised in 57(46/1), Pipe Road, Ward No.21, P.O. Barrackpore, P.S. Titagarh, Barrackpur Municipality.

The entirety of the said property butted and bounded as follows:-

- | | | |
|--------------|---|---|
| On the North | : | By 47/58, Pipe Road and part of other building; |
| On the East | : | By 7/5, S.N. Banerjee Road and land and building of Md. Idris Md. Yusuf, Heera Paswan, Banwary Paaswan and Ghataks; |
| On the South | : | By S.N. Banerjee Road; |
| On the West | : | By 4(2), S.N. Banerjee Road. |

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

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

- 1) *Susil Kumar Ray*
6, old Pan. Office St -
Kolkata - 700001 -
- 2) *Atasi Sankar*
Advocate, High Court Calcutta.

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

- 1) *Susil Kumar Ray*
- 2) *Atasi Sankar*
Advocate
High Court, Calcutta

Drafted by:

Sudeshna Bagchi
Sudeshna Bagchi
Advocate, High Court, Calcutta
Enrollment No. WB/F/1339/1995

For PRUDENTIAL STATES (P) LTD
[Signature]
Director
(KHILEN SHAK)

GROUND 2 SKYE VENTURES LLP

[Signature]
Managing Partner
(ARINDAM MUKHERJEE)

GROUND 2 SKYE VENTURES LLP

[Signature]
Managing Partner

(RATAN CHALLABAI)

GROUND 2 SKYE VENTURES LLP

[Signature]
Managing Partner

(DIPANJAN DHATTACHARJEE)

GROUND 2 SKYE INFRASTRUCTURE LLP

[Signature]
Managing Partner

For MUMUKSHU ALLIANCES INFOTECH PVT. LTD.

[Signature]
Director

RECEIVED of and from the within-named Promoter the within-mentioned sum of Rs.50,00,000/- (Rupees Fifty Lacs only) being the part security deposit as per Memo below:-

MEMO OF CONSIDERATION

Date	Cheque No./RTGS	Bank Name, Branch & Account details	Amount
25.03.2019	101127	Indian Bank, Central Avenue Branch, Kolkata-700 012.	Rs.25,00,000.00
25.03.2019	UTR: IDIBR 52019032518050666	Indian Bank, Central Avenue Branch, Kolkata-700 012.	Rs.25,00,000.00
		TOTAL:	Rs.50,00,000.00

(RUPEES FIFTY LACS ONLY).

FOR PRUDENTIAL ESTATES PVT. LTD

WITNESSES:

Suresh Kumar Das

Atasi Sankar
Advocate











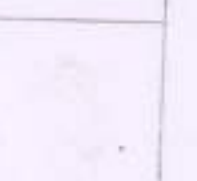















FOR PRUDENTIAL ESTATES (P)
Director

Director

SPECIMEN FORM FOR TEN FINGER PRINTS

	<i>Pray</i>							
		Little Ring Middle Fore Thumb (Left Hand)						
								
		Thumb Fore Middle Ring Little (Right Hand)						
	<i>P. S. A.</i>							
		Little Ring Middle Fore Thumb (Left Hand)						
								
		Thumb Fore Middle Ring Little (Right Hand)						
	<i>W. S.</i>							
		Little Ring Middle Fore Thumb (Left Hand)						
								
		Thumb Fore Middle Ring Little (Right Hand)						

SPECIMEN FORM FOR TEN FINGER PRINTS

										
						Little Ring Middle Fore Thumb (Left Hand)				
										
PHOTO										
						Little Ring Middle Fore Thumb (Left Hand)				
										
PHOTO										
						Little Ring Middle Fore Thumb (Left Hand)				
						