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D-11044/15



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL
 The above document is admitted to registration. The signature sheet/sheets & the endorsement sheet/sheets attached with this document are the part of this document.

T 510177

11/10/15
 2-01/887988

Additional District Sub-Registrar
 Rajarhat, New Town, North 24-PGS
 01 OCT 2015
 DEVELOPMENT AGREEMENT

1. Date: 14 October, 2015
2. Place: Kolkata
3. Parties
 - 3.1 Skyscraper Realmoon Construction, a partnership firm having its office at T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN ACMFS 7760 B], represented by its Partners, namely (1) Shishir Gupta, son of Late Sree Bhagwan Gupta, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN AIHPG 6508 N] and (2) Sk Nasir, son of Late Sk. Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN ADSPN 1335 N]
 (Owner, includes successors in interest and/or assigns)

And

- 3.2 Realtech Nirman Private Limited, a company incorporated under the Companies Act, 1956 having its registered office at T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN AADCR6464K], represented by its directors, namely (1) Shishir Gupta, son of Late Shree Bhagwan Gupta, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN AIHPG6508N] and (2) Sk Nasir, son of Late Sk. Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN ADSPN 1335 N]
(Developer, includes successor-in-interest and assigns)

Owner and Developer individually Party and collectively Parties.

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

4. Subject Matter of Agreement

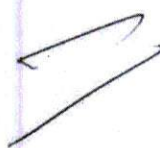
- 4.1 Development of Said Property: Understanding between the Owners and the Developer with regard to development (in the manner specified in this Agreement) of (1) land measuring 3.67 (three point six seven) decimal, equivalent to 02 (two) *cottah* 03 (three) *chittack* 22 (twenty two) square feet, more or less, out of total 44 (forty four) decimal comprised in R.S./L.R. Dag No. 1492, recorded in L. R. *Khatian* No. 8185, (First Property) And (2) land measuring 4.58 (four point five eight) decimal, equivalent to 02 (two) *cottah* 12 (twelve) *chittack* 15 (fifteen) square feet, more or less, out of total 55 (fifty five) decimal, comprised in R.S./L.R. Dag No. 1493, recorded in L.R. *Khatiani* No. 8185, (Second Property), totaling to land measuring 8.25 (eight point two five) decimal equivalent to 4 (four) *cottah* 15 (fifteen) *chittack* 37 (thirty seven) square feet, both under Mouza Mohammadpur, J. L. No. - 32, Police Station Rajarhat, Additional District Sub-Registration Office Rajarhat within the limits of Rajarhat Bishnupur 2 No Gram Panchayat, District North 24 Parganas, the First Property, the Second Property, more fully and collectively described in the 1st Schedule below (collectively Said Property) by construction of cluster of new residential cum commercial buildings (New Buildings) on the Said Property [Project].

31. Rules of Interpretation

- 31.1 **Presumptions Rebutted:** It is agreed that all presumptions which may arise in law at variance with the express provisions of this Agreement stand rebutted and that no presumptions shall arise adverse to the right, title and interest of Parties to the Said Property.
- 31.2 **Statutes:** Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.
- 31.3 **Party:** In this Agreement, a reference to a Party includes that Party's successors and permitted assigns.
- 31.4 **Definitions:** In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 31.5 **Schedules and Plans:** Schedules and Plans appended to this Agreement form a part of this Agreement and shall always be taken into consideration for interpreting the complete understanding between the Parties. Any reference to a schedule or plan is a reference to a schedule or plan to this Agreement.
- 31.6 **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.
- 31.7 **Including:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words proceeding those terms.
- 31.8 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.

1st Schedule
(Said Property)

[Subject Matter of Development Agreement]

- (1) land measuring 3.67 (three point six seven) decimal, equivalent to 02 (two) *cottah* 03 (three) *chittack* 22 (twenty two) square feet, more or less, out of total
- 

44 (forty four) decimal comprised in R.S./L.R. Dag No. 1492, recorded in L. R. *Khatian* No. 8185, (First Property) And (2) land measuring 4.58 (four point five eight) decimal, equivalent to 02 (two) *cottah* 12 (twelve) *chittack* 15 (fifteen) square feet, more or less, out of total 55 (fifty five) decimal, comprised in R.S./L.R. Dag No. 1493, recorded in L.R. *Khatian* No. 8185, (Second Property), totaling to land measuring 8.25 (eight point two five) decimal equivalent to 4 (four) *cottah* 15 (fifteen) *chittack* 37 (thirty seven) square feet, both under Mouza Mohammadpur, J. L. No. 32, Police Station Rajarhat, Additional District Sub-Registration Office Rajarhat within the limits of Rajarhat Bishnupur 2 No Gram Panchayat, District North 24 Parganas, more or less, and butted and bounded of dag Nos. 1492 and 1493 as follows:

On the North : By R.S./L.R. Dag No. 1491, Mouza Kalikapur.
 On the East : By Mouza Kalikapur.
 On the South : By R.S./L.R. Dag Nos. 1855, 1586.
 On the West : By R.S./L.R. Dag No. 1495.

Together With all easement rights and all other rights, appurtenances and inheritances for access and user and all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature of the Owner in the Said Property.

2nd Schedule
 (Specifications)

Brick Work	External Walls: 8 inch thick brickwork with cement mortar in proportion (1:6) by using 1 st class bricks. Partition Walls: 5 inch thick with cement mortar in proportion (1:5) by using 1 st class bricks, providing wire mesh as required for 3 inch wall.
Plaster	Wall Plaster: outside surface 18mm thick (1:6 cement mortar), inside surface 12mm thick (1:6 cement mortar) Ceiling Plaster: 6 mm thick (1:4 cement mortar) Proper chipping will be made before wall and ceiling plastering.
Floor Of Rooms And Toilets	Good quality marble should be used for flooring over the entire unit will be provided.

32. Execution and Delivery

32.1 In Witness Whereof the Parties have executed and delivered this Agreement on the date mentioned above.

SKYSCRAPER REALMOON CONSTRUCTION
Shishu - Kumar
Sk Nalin
Partner

Skyscraper Realmoon Construction
[Owner]

Realtech Nirman Private Limited
Shishu - Kumar
Sk Nalin
Director

Realtech Nirman Private Limited
[Developer]

Witnesses:

Signature *ADey*

Name Ayusman Dey

Father's Name Ashish K. Dey

Address 7-68, Teghonia Main
RD. Kal. 152

Signature *Radu*

















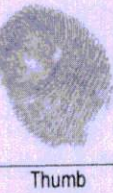

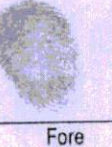









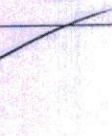
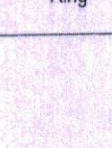
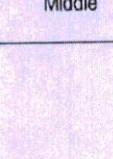
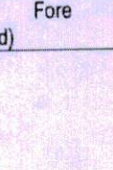
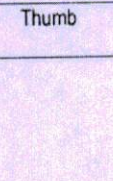
Name RADU SHAW

Father's Name U. R. Shaw

Address 49/5 K.M. Sarani
1061-23

Sulagna De
SULAGNA DE
Advocate
High Court, Calcutta
Enrol. No. F/1406/2009

SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or Presentants					
	<i>Shishu Kumar</i>					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
	<i>Shivaji</i>					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little

Office of the A.D.S.R. RAJARHAT, District: North 24-Parganas

Endorsement For Deed Number : I - 152311044 / 2015

Query No/Year	15230000787988/2015	Serial no/Year	1523011482 / 2015
Deed No/Year	I - 152311044 / 2015		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Mr Sk Nasir	Presented At	Office
Date of Execution	01-10-2015	Date of Presentation	01-10-2015

Remarks

On 01/10/2015

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

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

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

Presented for registration at 13:49 hrs on : 01/10/2015, at the Office of the A.D.S.R. RAJARHAT by Mr Sk Nasir .

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 37,49,996/-

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

Execution is admitted on 01/10/2015 by

1. Mr Shishir Gupta Partner, Skyscraper Realmoon Construction, T-68, Teghoria Main Road,, P.O:- Hatiara, P.S:- Baguiati, Rajarhat-gopalpore, District:-North 24-Parganas, West Bengal, India, PIN - 700157
 2. Mr Shishir Gupta Director, Realtech Nirman Private Limited, T-68, Teghoria Main Road, P.O:- Hatiara, P.S:- Baguiati, Rajarhat-gopalpore, District:-North 24-Parganas, West Bengal, India, PIN - 700157
- Indetified by Mr Mintu Paul, Son of Mr Subhash Chandra Paul, T-68, Teghoria Main Road, P.O: Hatiara, Thana: Baguiati, , City/Town: RAJARHAT-GOPALPORE, North 24-Parganas, WEST BENGAL, India, PIN - 700157, By caste Hindu, By Profession Service

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

Execution is admitted on 01/10/2015 by

1. Mr Sk Nasir Partner, Skyscraper Realmoon Construction, T-68, Teghoria Main Road,, P.O:- Hatiara, P.S:- Baguiati, Rajarhat-gopalpore, District:-North 24-Parganas, West Bengal, India, PIN - 700157
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Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21/- (E = Rs 21/-) and Registration Fees paid by Cash Rs 21/-

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2015, Page from 144975 to 145009

being No 152311044 for the year 2015.



Dhar

Digitally signed by DEBASISH DHAR
Date: 2015.10.06 16:41:59 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 06-10-2015 16:41:59
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.

(This document is digitally signed.)