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भारतीय गैर न्यायिक

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Rs. 100

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सत्यमेव जयते

ONE HUNDRED RUPEES

भारत INDIA  
INDIA NON JUDICIAL

certified that the Government is entitled to registration, the signature sheets and the endorsement sheets attached with the document are part of this document

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District Sub-Registrar  
Registrar U/S 7(2) of  
Registration Act 1908  
Alipore, South 24 Parganas

11 MAY 2015

पश्चिम बंगाल WEST BENGAL

THIS DEVELOPMENT AGREEMENT made this 11<sup>th</sup> day of May Two Thousand Fifteen **BETWEEN (1) NIRMAL SACHDEV**, having PAN ALNPS1706K, widow of Late Janak Raj Sachdeva, residing at 15, Ballygunge Park Road, Police Station Karaya, Kolkata 700 019, **(2) PAWANPUTRA ADVISORY SERVICES PVT. LTD.**, having PAN AADCP4541P, having CIN U74140WB2005PTC100973, a company incorporated under the Companies Act, 1956, having its registered office at 23A, Netaji Subhas Road, 2<sup>nd</sup> Floor, Room no.17, Police Station Hare Street, Kolkata 700 001, being represented by one of its Director **SANDEEP KABRA**, having PAN AFWPK8858D, son of Late Kishan Kabra, **(3) SANDEEP KABRA**, having PAN AFWPK8858D, **(4) SANJEEV KABRA**,

An  
11/5  
19.11

22/5/15



11 MAY 2015

FOR SANDEEP KABRA (HUF)



V.C. No. 893/15  
dt. 11.5.15

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

25600/-

Sold to.....  
 Address.....  
 Value L. & A. /

**25 MAR 2015**

L.S.V., High Court  
 Sujit Sarkar  
 High Court, AS

Rekhu yad

RX

V.C.T.1  
No. 1903

1 MAY 2015

PS VINAYAK VENTURES

Rekhu yad

PS Vinayak Ventures  
 10, Park Road, Park Road, Park Road  
 Kolkata-700 001

V.C.T.1  
No. 1916

1 MAY 2015

Nirwal Sachder



V.C.T.1  
No. 1908

1 MAY 2015

Sandeep Kabra

SANDEEP KABRA FORSELF & ATTORNEY OF ARCHANA KABRA

Pawanputra Advisory Services Pvt. Ltd.

Sandeep Kabra  
Director

Crescent Estates (P) Ltd.

Sandeep Kabra  
Director.

For SANDEEP KABRA (HUF)

Sandeep Kabra  
Karta

Handwritten signature/initials

*Amo*

District Sub-Registrar-IV  
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**1 MAY 2015**



having PAN **AEWPK5990D**, both sons of Late Kishan Kabra, (5) **AVNEESH SACHDEV**, having PAN **ALVPS3771Q**, (6) **SANJEEV SACHDEV**, having PAN **AIPPS0292R**, both sons of Late Janak Raj Sachdeva, all residing at 15, Ballygunge Park Road, Police Station Karaya, Kolkata 700 019, (7) **PATRON COMMERCIAL PRIVATE LIMITED**, having PAN **AAECP9442J**, having CIN **U51909WB2008PTC131502**, a company incorporated under the Companies Act, 1956, having its registered office at 10A, Hospital Street, Room no.301, Police Station Hare Street, Kolkata 700 072, being represented by one of its Director **AVNEESH SACHDEV**, having PAN **ALVPS3771Q**, son of Late Janak Raj Sachdeva, (8) **CRESCENT ESTATES PVT LTD**, having PAN **AABCC2845B**, having CIN **U70101WB1981PTC034055**, a company incorporated under the Companies Act, 1956, having its registered office at 23A, Netaji Subhas Road, 2<sup>nd</sup> Floor, Room No.19, Police Station Hare Street, Kolkata 700 001, being represented by one of its Director **SANDEEP KABRA**, having PAN **AFWPK8858D**, son of Late Kishan Kabra, (9) **ARCHANA KABRA**, having PAN **BIYPK2678B**, wife of Sandeep Kabra, represented by her constituted attorney Sandeep Kabra, son of Late Kishan Kabra, residing at 15, Ballygunge Park Road, Police Station Karaya, Kolkata 700 019, vide Power of Attorney dated 7<sup>th</sup> May, 2015, duly registered at the office of the District Sub-Registrar- IV, South 24-Parganas, in Book No.IV, Being No.320 for the year 2015, (10) **RASHMI KABRA**, having PAN **AESPK3815K**, wife of Sanjeev Kabra, (11) **SHASHI KABRA**, having PAN **AFTPK1902M**, wife of Rajeev Kabra, all residing at 15, Ballygunge Park Road, Police Station Karaya, Kolkata 700 019, (12) **SANDEEP KABRA (HUF)**, having PAN **AADFK5471L**, a HUF represented by its Karta **SANDEEP KABRA**, having PAN **AFWPK8858D**, son of Late Kishan Kabra, residing at 15, Ballygunge Park Road, Police Station Karaya, Kolkata 700 019, (13) **SANJEEV KABRA (HUF)**, having PAN **AADHK5472K**, a HUF represented by its Karta **SANJEEV KABRA**, having PAN **AEWPK5990D**, son of Late Kishan Kabra, residing at 15, Ballygunge Park Road, Police Station Karaya, Kolkata 700 019, (14) **AVANTIKA SACHDEV**, having PAN **AJVPS9303C**, wife of Avneesh Sachdev, (15) **ASHA SACHDEV**, having PAN **ALNPS1705L**, wife of Sanjeev Sachdev, both residing at 15, Ballygunge Park Road, Police Station Karaya, Kolkata 700 019, (16) **SPECIALITY BUILDHOME LIMITED LIABILITY PARTNERSHIP**, having PAN **ACGFS3953A**, a limited liability partnership having its registered office situated at Marshal House, Suite No. 807, 33/1 Netaji Subhas Road, Police Station Hare Street, Kolkata 700 001, being represented by one of its Partner **KISHAN M AGARWAL**, having PAN **ADBPA8961E**, (17) **GEETA MARWAHA**, having PAN **AEZPM1444D**, wife of Sunil Marwaha, residing at 60/1, Chowringhee Road, 41, Alexandra Court, Kolkata 700 020 and (18) **NEHA KHURANA ALIAS RENU KHURANA**, wife of Vinay Khurana, residing at H No.203, Gali No.6, Sunder Nagar, Amritsar-I, Amritsar, Amritsar G.P.O., Punjab- 143 001, hereinafter collectively referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in case of individual- his heirs, executors, administrators, legal representatives and assigns, in case of company- its successor or successors-in-interest and assigns, in case of HUF- the Karta and other members of the HUF and their respective heirs, legal representatives, executors, administrators and assigns and in case of Limited Liability Partnership- the present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners of the said limited liability partnership and their respective heirs, legal representatives, executors, administrators and assigns) of the **ONE PART AND PS VINAYAK VENTURES**, having PAN **AANFP9873B**, a partnership firm carrying on business at 122/1R, Satyendranath Majumdar Sarani, Police Station Tollygunge, Kolkata 700 026, consisting of its partners i) **KYAL DEVELOPERS PRIVATE LIMITED**, having PAN **AABCK3070E**, having CIN **U70109WB1995PTC076151**, a company incorporated under the





N.C.T.1  
No. 1914

Sanjeev Kabra

For SANJEEV KABRA (HUF)

Sanjeev Kabra 11 MAY 2015  
KARTA



N.C.T.1  
No. 1909

Anneesh Khandelwal

PATRON COMMERCIAL PVT. LTD.

Anneesh Khandelwal

Director

11 MAY 2015



N.C.T.1  
No. 1910

Ganesh (SANJEEV SACHDEV)

11 MAY 2015



N.C.T.1  
No. 1911

Rashmi Kabra

11 MAY 2015

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Companies Act, 1956, having its registered office at premises No.122/1R, Satyendra Nath Majumdar Sarani, Police Station Tollygunge, Kolkata 700 026 and ii) PS GROUP REALTY LIMITED, having PAN AABCP5390E, having CIN U65922WB1998PLC044915, a company incorporated under the Companies Act, 1956, having its registered office at premises No.83, Topsia Road (South), Police Station Topsia, Kolkata 700 046, represented by one of its partner Kyal Developers Private Limited, represented by its Director RAHUL KYAL, having PAN AGHPK1359F, son of Balkrishan Kyal, hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its present partner or partners or such other person or persons who may be taken in or admitted for the benefit of the said partnership business, their respective successor or successor in interest and assigns) of the **OTHER PART:**

### **WHEREAS**

A) The Owners are jointly seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 190.51 decimals, be the same a little more or less, lying and situate at Mouza Garagacha, J.L. No.45, comprising in R.S. and L.R. Dag Nos.1, 2, 3, 4, 5, 7 and 8 under L.R. Khatian Nos. 430, 433, 431, 432, 424, 420, 421, 423, 422, 497, 506, 396, 397, 434, 425, 489, 490, 505 and 447, Police Station Sonarpur, under Rajpur-Sonarpur Municipality, District-South 24 Parganas, more fully and particularly described in the **First Schedule** hereunder written (hereinafter referred to as the **said land**).

B) The Owners and the Developer have negotiated and arrived at an agreement to develop the said land for mutual benefit.

C) A portion of the said land comprising in R.S and L.R. Dag nos. 1 and 2 shown is under proposal of acquisition in connection with extension of Metro Railway for Dumdum Airport – New Garia as per Rail Vikas Nigam Limited (a Government of India Enterprise).

D) The parties intend to record the said agreement in writing.

### **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 may be appointed by the Developer in consultation with the Owners as the Architect for the Complex.

**ASSOCIATION** – shall mean any company under the Companies Act, 2013 or any Association or a Committee as may be formed by Developer for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.





V.C.T.1  
No.1912

Shashi Kabra



V.C.T.1  
No.1913

Avantika Sachdev 1 MAY 2015



V.C.T.1  
No.1905

Asha Sachdev 1 MAY 2015



V.C.T.1  
No.1915

1 MAY 2015

SPECIALTY BUILDHOME LLP

*Krishan M. Agarwal*  
Director



V.C.T.1  
No.1906

Geeta Maamsha 1 MAY 2015



V.C.T.1  
No.1907

1 MAY 2015

Renu Khurana ALAIB  
Neha Khurana

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1 MAY 2015

**COMMON AREAS, FACILITIES AND AMENITIES** - shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, roofs of the buildings excluding the signage for the project and other spaces to be reserved by the Developer and the Owners, overhead water tank, water pump and motor, drive-ways, common lavatories, Generator, transformer, Effluent Treatment Plant, Fire Fighting systems, rain water harvesting areas and other facilities in the Complex, which may be decided by the Developer in its discretion and provided by the Developer and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Complex as are mentioned in the **Second Schedule** hereunder written.

**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 mentioned in the **Third Schedule** hereunder written 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.

**COMPLEX** - shall mean the building Complex with open areas to be constructed, erected and completed by the Developer in terms of this Agreement and the Plan.

**COMPLETION DATE** - shall mean the date of completion of the execution of the Project by the Developer and more fully stated in Clause no.9.3 hereunder.

**CLOSING DATE** - shall mean the date, after receiving the notice of completion as provided hereafter and realization of their proportionate revenue from the Project Marketing Account, on which the Owners and Developer will mutually decide to close the rights and obligations under this Agreement.

**DATE OF COMMENCEMENT OF LIABILITY** - shall mean the date on which transferees of the units take actual physical possession of their allocation in each unit after fulfilling all their liabilities and obligations in terms hereof or the date next after expiry of the Completion Notice for such unit irrespective of whether transferees of the units take actual physical possession or not, whichever is earlier.

**DEPOSITS/EXTRA CHARGES/TAXES** - shall mean the amounts specified in the **Fourth Schedule** hereunder to be deposited/paid by the Owners/transferees of the units or their respective transferees as the case may be to the Developer.





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**DEVELOPER'S ALLOCATION** - shall mean 50% (Fifty percent) of the Net Revenue generated from the sale of various flats, units, apartments and/or constructed spaces of the new buildings to be constructed on the Said Land **TOGETHER WITH** the share in the same proportion in car parking spaces (open and covered) **AND TOGETHER WITH** the undivided proportionate impartible part or share in the Said Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and the signage spaces in the Complex **AND TOGETHER WITH** all areas earmarked as excluded and reserved areas which are not for common uses and 50% of the Unsold Inventory at the Closing Date if any.

**DEVELOPMENT RIGHTS** - shall mean, in addition to what has been provided for elsewhere in this Agreement, the entire development rights of the Project on the said land and shall include (but not be limited to), *inter alia*, the right, power, entitlement, authority, sanction and permission to:

- (a) enter upon and take possession and control of the said Land and every part thereof for the purpose of developing the Project;
- (b) exercise full, free, uninterrupted, exclusive and irrevocable marketing or sale rights in respect of the saleable areas of the Project 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 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 land underneath i.e. the said Land;
- (c) carry out the construction / development of the Project and remain in possession, control of peaceful enjoyment of the said Land or any part thereof until the completion of development of the Project and marketing or sale of the saleable area on the said Land and every part thereof;
- (d) apply for and obtain from the relevant authorities all Approvals for development and construction of the Project that are required to be obtained by the Developer in terms of this Agreement;
- (e) 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;
- (f) 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 Land paid by the Developer;
- (g) 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 said Land as may be required by any Approval, layout plan, or order of any





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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 Developer deems fit;

- (h) 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 Project necessary for the full, free, uninterrupted and exclusive development of the said Land, the development of and construction of building on the said Land;
- (i) carry out and comply with all the conditions contained in the Approvals as may be obtained from time to time;
- (j) launch the Project for sale of the units;
- (k) 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 Land as envisaged herein;
- (l) manage the said land and the property and facilities / common areas constructed upon the said Land and / or to transfer/ assign right to maintenance to any third party and to retain all benefits, consideration etc. accruing from such maintenance of the Project;
- (m) take appropriate actions, steps and seek compliances, Approvals and exemptions under the provisions of the Applicable Law,
- (n) demarcate the common areas and facilities, and the limited common areas and facilities in the Project in the sole discretion of the Developer, as per the lay out plan and applicable law and to file and register all requisite deeds and documents under the West Bengal Apartment Ownership Act, 1972 with the competent authority;
- (o) generally any and all other acts, deeds and things that may be required for the exercise of the Development Rights;

**MAINTENANCE-IN-CHARGE** - shall mean any company under the Companies Act, 2013 or a Committee as may be formed by Developer for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained and shall include the Developer or such agency or any outside agency to be appointed by the Developer till the formation of such body and handing over charge of the Complex by the Developer to such body for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer 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 Complex to any transferee or tenant or licensee or lessee as the case may be for owning or occupying any flat, unit, apartment and/or constructed space by the Developer through their marketing agency.





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**MARKETING AGENCY** – shall mean any agency as may be appointed by the Developer in consultation with the Owners for sale or marketing of the Units and Saleable Spaces comprised in the Complex.

**MARKETING EXPENSES** – shall mean all expenses relating to or in connection with marketing of the Saleable Spaces comprised in the Complex, such as, fees or brokerage of Marketing Agent, advertisement expenses and such other expenses as may be mutually agreed by and between the Developer and the Owners.

**NET REVENUE** – shall mean the sum of money received or receivable from Sale or Marketing of the Saleable Spaces in the Complex after deducting therefrom the Marketing Expenses and any other expenses relating to the project as may be mutually agreed upon by the Developer and the Owners from time to time.

**NEW BUILDINGS** - shall mean the new buildings in the Complex to be constructed, erected and completed by the Developer in accordance with the Plan on the Said Land.

**OWNERS' ALLOCATION** – shall mean 50% (Fifty percent) of all the Net Revenue generated from the sale of various flats, units, apartments and/or constructed spaces of the new buildings to be constructed on the Said Land **TOGETHER WITH** the share in the same proportion in car parking spaces (open and covered) **AND TOGETHER WITH** the undivided proportionate impartible part or share in the Said Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and the signage spaces in the Complex **AND TOGETHER WITH** all areas earmarked as excluded and reserved areas which are not for common uses and 50% of the Unsold Inventory at the Closing Date if any.

**PARKING SPACE** – shall mean all the spaces in the portions on the ground floor, whether open or covered, of the Complex expressed or intended to be reserved for parking of motor cars/two wheelers.

**PLAN** shall mean the plan to be sanctioned by Rajpur- Sonarpur Municipality or any other sanctioning authority as the case may be Together With all modifications and/or alterations thereto and/or revisions thereof from time to time made or to be made by the Developer either under advice or on the recommendation of the Architect or agreed upon between the parties from time to time and approved by the sanctioning authorities.

**PROJECT** – shall mean the construction and completion of the Complex in its entirety.

**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.

**PURCHASER/TRANSFeree** – according to the context shall mean all the prospective or actual transferees 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 Complex and for all unsold Unit and/or Units shall mean the Owners and the Developer in their respective revenue sharing ratio i.e. 50% for the Owners and 50% for the Developer.



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**SAID LAND** – shall mean All That the piece and parcel of land containing an area of 190.51 decimals, be the same a little more or less, lying and situate at Mouza Garagacha, J.L. No.45, comprising in R.S. and L.R. Dag Nos.1, 2, 3, 4, 5, 7 and 8, under L.R. Khatian Nos. 430, 433, 431, 432, 424, 420, 421, 423, 422, 497, 506, 396, 397, 434, 425, 489, 490, 505 and 447, Police Station Sonarpur, under Rajpur-Sonarpur Municipality, District-South 24 Parganas more fully and particularly mentioned and described in the **First Schedule** hereunder written which include all the structures or buildings erected thereon.

**SAID SHARE** – shall mean the undivided proportionate indivisible part or share in the Said Land attributable to either party's allocation as in the context would become applicable

**SALEABLE SPACES**- shall mean all the areas comprised in the Units on the basis of super built area, car parking space including open car parking space Signage Space or any other area or space or any right in any area of space in the Complex which is capable of being sold by the parties hereto but does not include Common Area, Facilities and Amenities.

**SIGNAGE SPACE** – shall mean all signage and display spaces outside all Units/ spaces in the common areas of the commercial area, if any and the Complex and the exterior of the new buildings including the roofs, car parking area and the open areas of the new buildings as also the boundary walls of the Complex.

**SPECIFICATION** – shall mean the specification for the said Complex as mentioned in the **Fifth 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 Owners in respect of the said 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.

**TRANSFER DOCUMENTS** – shall mean the sale deeds, conveyances or lease deeds or any other documents that shall be executed by the Owners and the Developer for sale, transfer or marketing of the Saleable Spaces including the Units or any right therein in favour of the Purchasers.

**TRANSFeree/PURCHASER** – according to the context shall mean all the prospective or actual transferees who would agree to acquire any Unit in residential area or take on rent or lease any Unit in commercial area or shall have acquired or taken on rent or lease any Unit in the Complex.

**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.

**UNSOLD UNITS** - shall mean the Units or the Saleable Spaces in the Complex which may remain unsold at the Closing Date.



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## 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. **OWNERS' REPRESENTATIONS:**

3.1 The Owners have, represented and warranted to the Developer as follows:-

- (a) The Owners are seized and possessed of and well and sufficiently entitled to the said Land. No person other than the Owners has any right, title and/or interest, of any nature whatsoever in the said Land or any part thereof.
- (b) The Owners shall answer all requisitions that may be made or raised by any Bank or financial institutions or Developer's Advocates in respect of the said land.
- (c) The Owners have the marketable title in respect of the said land free from all encumbrances, charges, liens, lispendens, attachments, liabilities, trust of whatsoever nature.
- (d) A portion of the said land comprising in R.S and L.R. Dag nos. 1 and 2 is under proposal of acquisition in connection with extension of



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Metro Railway for Dumdum Airport – New Garia as per Rail Vikas Nigam Limited (a Government of India Enterprise).

- (e) The Owners shall at their own costs and expenses construct and erect a boundary wall around the said land.
- (f) The Owners 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 Complex or which may cause charge, encroachments, litigations, trusts, liens, lispendens, attachments and liabilities on the said land or the Project.
- (g) Save and except the aforesaid proposed acquisition of a portion of the said land, the said land or any other part thereof is, so far as the Owners are aware of, not affected by any other requisition or acquisition or alignment of any authority or authorities under any law and/or otherwise and no notice or intimation about any such other proceedings has been received or come to the notice of the Owners and the said land is not attached and/or liable to be attached under any decree or order of any Court of Law or dues of the Income Tax, Revenue or any other Public Demand.
- (h) No suit and/or any other proceedings and/or litigations are pending against the Owners in respect of the said Land or any part thereof and that the said land is not involved in any civil, criminal or arbitration proceedings and no such proceedings and no claims of any nature (whether relating to, directly or indirectly) are pending or threatened by or against the Owners in respect of the said Land and in respect whereof the Owners may become liable to indemnify the Developer and as far as the Owners are aware there are no facts likely to give rise to any such proceedings.
- (i) The Owners have full right, power and authority to enter into this Agreement.
- (j) There is no excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976 comprised in the said Land.
- (k) Subject to what has been stated in this Agreement, the Owners have not done and shall not do nor permit to be done, except as may be permitted by the Developer in writing, anything whatsoever that would in any way, impair, hinder and/or restrict the sole and exclusive appointment of and grant of rights to the Developer under this Agreement.
- (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 Land and there are no facts, which may give rise to any such dispute.

#### 4. **DEVELOPER'S REPRESENTATION**

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



*Q*  
District Sub-Registrar-IV  
Registrar U/S 7(2) of  
Registration Act 1908  
Alipore, South 24 Parganas

31 MAY 2015

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