

011028/17

11986/17



Certified that the document is admitted to registration. The signature sheets and the endorsement sheet attached with this document are the part of this document. 798550

*[Signature]*  
District Sub-Registrar-II  
Alipore, South 24 Parganas

26 DEC 2017

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

35  
11/11/17  
16/12/17  
83/17

THIS AGREEMENT made this 24<sup>th</sup> day of November in the year Two Thousand and Seventeen

**BETWEEN**

The First Owner ORBIT TOWERS PRIVATE LTD., a company within the meaning of the Companies Act, 2013 having its Registered Office at No. 3B Camac Street, P.S. Shakespeare Sarani, P.O. Park Street, Kolkata – 700 016 (having CIN U65921WB1985PTC038834 and PAN AAACO3688F) represented by its Director Mr. Dileep Singh Mehta son of late Jai Singh Mehta (having DIN 00007128) **AND** Second Owner No. 2(a) SUGAM GRIHA NIRMAAN LTD., a Company governed by the Companies Act, 2013 having its PAN No. AAEC57354N and having its CIN No. U70109WB1989PLC045956 and having its registered office at Unit 1F, 'Sukh Sagar' Premises No. 2/5, Sarat Bose Road P.O. Elgin Road, P.S. Ballygunge, Kolkata – 700 020 represented by its Director, Mr. Ashok Saraf, son of Late Santosh Kumar Saraf, having his PAN AJQPS0820D, having his Aadhaar Card No. 5399 5075 5762 issued by Unique Identification

*[Signatures]*  
A.S.  
A.S.  
S.S.

67071

21 NOV 2017

B. M. BAGARIA & CO.  
6, Old Post Office St.  
Kolkata - 1

Sl. No. .... Date .....  
Name .....  
Add. ....  
AMT ..... 100/-

Ashokaraj



5478

Ashokaraj



Prasad  
(BILAL SINGH MEHTA)



5480

Anil  
ANIL KUMAR LAHOTY



5481

Vivek  
VIVEK KUMAR KASARIA

Saikat Prasad

Soumitra Chanda  
Licensed Stamp Vendor  
8/2, K. S. Roy Road, Kol-1



District Sub-Register-II  
Alipore, South 24 Parganas

24 NOV 2017

Authority of India and having his place of business at Unit No. 1F, "Sukh Sagar" Pre. No. 2/5, Sarat Bose Road, P.O. Elgin Road, P.S. Ballygunge, Kolkata - 700020 **AND** Second Owner No. 2 (b) **GOODLUCK INFRADEVELOPERS PVT. LTD.**, a Company governed by the Companies Act, 2013 having its PAN No. AADCG8092Q and having its CIN No. U45400WB2010PTC147305 and having its registered office at 12, Hemanta Basu Sarani, 3rd Floor, Kolkata - 700069 represented by its Authorised Representative, Mr. Anil Kumar Lahoty, son of Keshar Deo Lahoty having his PAN AANPL5142K, having his Aadhaar Card No. 4677 2722 8582 issued by Unique Identification Authority of India, and residing at No. 177, G.T. Road, P.O. Salkia P.S. Malipanchgara, Salkia, Howrah - 711106 **AND** Second Owner No. 2 (c) **SUPER DIAMOND NIRMAN PVT. LTD.**, a Company governed by the Companies Act, 2013 having its PAN No. AAICS2268M and having its CIN No. U45203WB2004PTC098990 and having its registered office at Pre, No 7B, Dr. Harendra Coomar Mukherjee Sarani (formerly known as Pretoria Street), P.S. Shakespeare Sarani, P.O. Middleton Street Kolkata - 700071 represented by its Director Mr. Vivek Kumar Kajaria, son of Shri Sheo Kumar Kajaria having his PAN No. AGDPK5580E and having his Aadhaar Card No 3513 4050 8669 issued by Unique Identification Authority of India, and residing at Pre. No. 4, Ashok Road, P.S. and P.O. Alipore, Kolkata -700027, all hereinafter jointly referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to include their respective successors-in-interest of the **ONE PART.**

**AND**

**SUGAM DIAMOND ABASAN LLP.**, a Limited Liability Partnership firm duly registered under the Limited Liability Partnership Act, 2008 having its PAN No. ACPFS5586C and having its Registration No. AAC 3611 and having its registered office at 2<sup>nd</sup> Floor, Alom House, 7B Pretoria Street, Kolkata - 700071 and having its administrative office at Unit 1F, 'Sukh Sagar' Pre. No. 2/5, Sarat















5483

Suhel Saraf

[SUHEL SARAF]



5484

Shreyans

[SHREYANS KAJARIA]

Identified by me:  
Saiikat Prasad  
S/o. Shyamal Prasad  
Fulokhat, Kaurabad,  
Sonarpur.  
No1 - 700150



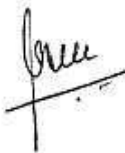
District Sub-Register-II  
Aligarh, South 24 Paraganas

24 NOV 2017

and having its administrative office at Unit 1F, 'Sukh Sagar' Pre. No. 2/5, Sarat Bose Road P.O. Elgin Road, P.S. Ballygunge, Kolkata - 700020 represented by its Partners, Mr. Suhel Saraf, son of Mr. Ashok Saraf having his PAN BCLPS5032A having his Aadhaar Card No. 7511 2611 0334 issued by the Unique Identification Authority of India, and having his place of business at Unit No. 1F, "Sukh Sagar" Pre. No. 2/5, Sarat Bose Road, P.O. Elgin Road, P.S. Ballygunge, Kolkata - 700020 AND Mr. Shreyans Kajaria, son of Mr. Vivek Kumar Kajaria, having his PAN BTPK8945P, having his Aadhaar Card No. 2942 8310 2475 issued by the Unique Identification Authority of India, and residing at Pre. No. 4, Ashok Road, P.S. & P.O. Alipore, Kolkata – 700027 hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successors-in-interest) of the **OTHER PART**.

**WHEREAS** by the following two Indentures of Conveyance both dated 25th August 2010, the First Owner and one South City Projects (Kolkata) Limited purchased in equal undivided one-half shares, a divided demarcated portion of Municipal Premises No. 88, Basanta Lal Saha Road (Popularly known as B.L. Saha Road), Kolkata – 700053 measuring 15 Bighas 16 Cottahs 06 Chittacks 38 Square feet more or less together with building dwelling houses sheds and structures thereon (which has since been separately re-assessed and numbered by the Kolkata Municipal Corporation as premises No. 88A, Basanta Lal Saha Road, Kolkata-700053) from its erstwhile owners Sailendra Prasad Bhattacharjee and others:

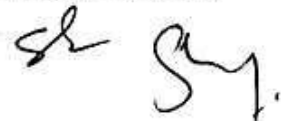
- (i) Indenture of Conveyance dated 25th August 2010 and registered with the District Sub-Registrar-II, Alipore, South 24 Parganas in Book I, Volume No. 30, Pages 3926 to 3968, Being No. 08762 for the year 2010 executed in favour of the First Owner, Orbit Towers Private Limited;



Abh.



sh





District Sub-Register-II  
Alipore, South 24 Parganas

[24 NOV 2017]

- (ii) Indenture of Conveyance dated 25th August 2010 and registered with the District Sub-Registrar-II, Alipore, South 24 Parganas in Book I, Volume No. 30, Pages 3969 to 4012, Being No. 08764 for the year 2010 executed in favour of said South City Projects (Kolkata) Limited.

**AND WHEREAS** by an Indenture of Conveyance of even date presented for registration before the District Sub-Registrar-II, Alipore, South 24 Parganas, said South City Projects (Kolkata) Limited, for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the Second Owners 2(a), 2(b) and 2(c) their entire undivided one-half part or share of and in the said premises No. 88A, Basanta Lal Saha Road, Kolkata-700053 together with the benefits of the Sanctioned Plan (defined below) and all permissions and clearances obtained and/or pending in connection with such Sanctioned Plan, in the following shares and proportion:

- (i) Second Owners 2(a) - undivided 1/4th share in the said Premises  
(ii) Second Owners 2(b) - undivided 1/8th share in the said Premises  
(iii) Second Owners 2(c) - undivided 1/8th share in the said Premises

**AND WHEREAS** the said First Owner and the said Second Owners 2 (a), 2 (b) and 2 (c) are jointly the absolute owners of Municipal Premises No. 88A, Basanta Lal Saha Road (Popularly known as B.L. Saha Road), Kolkata - 700053, (hereinafter referred to as the "said Premises") more fully described in the **First Schedule** hereunder written and are in vacant and peaceful possession of the said Premises and the said Owners have a marketable title thereto and have not entered into any agreement creating any right in the said Premises with whomsoever.



Ab.



AR

SR

Sy.



District Sub-Register-II  
Alipore, South 24 Parganas

[24 NOV 2017]



**AND WHEREAS** the said Developer is comprised of partners who have been engaged in the development of land and construction of buildings containing self contained residential apartments/units/commercial spaces/constructed spaces/saleable spaces/ car parking spaces capable of being enjoyed independently for sale and transfer to intending buyers and has sufficient experience in the development of real estate.

**AND WHEREAS** the said Owners have jointly agreed for the development of the said Premises by construction of buildings containing self contained residential apartments/units/commercial spaces/constructed spaces/saleable spaces with provisions of car parking spaces.

**AND WHEREAS** a plan for construction of new multi-storied building at the said Premises has been sanctioned by the Kolkata Municipal Corporation, hereinafter referred to as the said 'Sanctioned Plan', and on the basis of the said sanctioned plan the new multi-storied buildings envisaged can be constructed and completed.

**AND WHEREAS** on the basis of the assurances of the said Developer about their knowledge and association of its partners in the development of the land and construction of buildings, the said Owners have expressed their interest to entrust the development of the said Premises to the Developer for construction of new buildings containing self contained residential apartments/units/commercial spaces/constructed spaces/saleable spaces capable of being enjoyed independently with provisions of car parking spaces, as may be provided for the purpose of sale to the intending buyers to the said Developer.



Ab.



Ar

SR

Sy.



—  
District Sub-Register-II  
Alipore, South 24 Parganas

[24 NOV 2017]

**AND WHEREAS** relying on the representations of the Owners and after negotiations with the Owners, the Developer has agreed and consented to act as the Developer and to undertake and complete the development of the said Premises by constructing buildings containing self contained residential apartments/units/commercial spaces/constructed spaces/saleable spaces/car parking spaces and complete the project on the basis of this Agreement.

**AND WHEREAS** there is no land area in excess of the ceiling limit prescribed under Urban Land (Ceiling & Regulations) Act of 1976 or any other statute and there is no legal bar for the development and construction of new multi-storied buildings on the said Premises. The necessary no objection certificate being memo number 6993/ULC/ALIP/2016 dated 26-12-2016 has been issued by the office of the competent authority, ULC & S.D.O. Alipore.

**AND WHEREAS** the Owners shall simultaneously with these presents, execute an irrevocable Power of Attorney in favour of the Developer and its authorized representatives and its partners for construction of the multi-storied buildings at the said Premises and sale of the saleable areas in the said proposed multi-storied buildings and other ancillary acts.

**AND WHEREAS** in pursuance thereof, the Parties are entering into this Agreement to record comprehensively their understandings, terms and conditions for such development of the said Premises by the Developer.

**NOW THIS AGREEMENT WITNESSETH** and in consideration of the mutual covenants terms and conditions and understanding set forth in this Agreement and other good and valid consideration adequacy of which are mutually hereby acknowledged by the Parties and the Parties with intent to be legally bound have agreed as follows:-

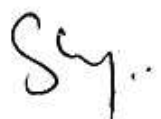


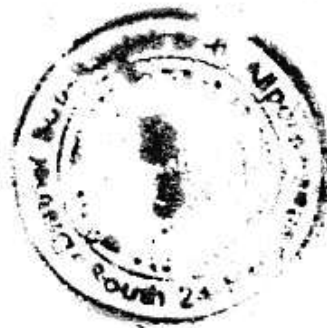












District Sub-Register-II  
Atipore, South 24 Parganas

24 NOV 2017

**1. DEFINITIONS:**

In this Agreement unless it be contrary to or repugnant with the subject or context, the following expressions shall have the following meaning:-

1.1 '**AGREEMENT**': shall mean this Agreement along with all annexures and schedules attached hereto and all other instruments supplemental to or in amendment or furtherance or confirmation of this Agreement entered into in writing between the Parties, in accordance with these terms, including the Power of Attorney being granted simultaneously with the execution hereof by the Owners in favour of the Developer.

1.2 '**APARTMENT/FLAT/UNIT**': means a separate and self-contained residential apartments/units/commercial spaces/constructed spaces/saleable spaces capable of being enjoyed independently in the buildings to be built and constructed at the said Premises or on any part thereof in the said buildings.


1.3 '**APPLICABLE LAW**': shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgements, decrees, or other requirements or official directive of any Government Authority or person acting under the authority of any Government Authority and/or any statutory authority in India, in effect on the date of this Agreement or thereafter.

1.4 '**ARCHITECT**': shall mean such person or firm who may be appointed as Architect of the project by the Developer.

1.5 '**ASSOCIATION**': shall mean any Company incorporated under the Companies Act, 2013 or an Association of persons or a registered society as may be formed by the Developer and constituted of the purchasers of

The bottom of the page contains several handwritten signatures and initials. From left to right, there is a signature that appears to be 'Anurag', followed by the initials 'A.S.'. To the right of these are three more signatures: one that looks like 'V', another that looks like 'R', and a final one that looks like 'S'. There are also some faint scribbles and marks around these signatures.



  
District Sub-Register-II  
Alipore, South 24 Parganas

24 NOV 2017

residential apartments/units/commercial spaces/constructed spaces/saleable spaces/car parking spaces, for the common purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developers not inconsistent with the provisions and covenants herein contained.

1.6 **'BUILDING COMPLEX'** : shall mean the said Premises and the New Building/s to be constructed thereon and include all Saleable Areas therein and also include the Common Areas thereof.

1.7 **'CAR PARKING SPACES'**: shall mean the open car parking spaces in the open ground area / covered car parking spaces on the ground floor / mechanical or hydraulic propelled platform dependant car parking system (one upon another i.e, lower/upper) and basement car parking spaces as may be provided by the Developer. The allotment of the respective car parking spaces will be made by the Developer to the Purchasers at the time of delivery of possession of the completed flat/unit.

1.8 **'CARPET AREA'**: means the net usable floor area of an apartment (excluding the area covered by the external walls, areas under services shafts) exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment and cupboard spaces.

Explanation- For the purpose of this clause, the expression 'exclusive balcony or verandah area' means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee, and 'exclusive open terrace area' means the

*Free*     *as.*     *Vo*     *AR*     *SS*     *Sen.*



District Sub-Register-II  
Alipore, South 24 Parganas

24 NOV 2017



area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee/purchaser.

1.9 '**COMMON AREAS**': means and includes, without limitation, the areas, installations and facilities as be expressed or intended by the Developer for common use and enjoyment in the buildings to be developed at the said Premises, more fully described in the **Fourth Schedule** hereunder written.

1.10 '**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 **Second Schedule** hereunder written.

1.11 '**COMMON PURPOSES**': shall mean and include the purpose of managing, maintaining, and up-keeping of the Building Complex as a whole and in particular the common areas, facilities and amenities, rendition of common services in common to the transferees and/or the occupants in any 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 flats / units exclusively and the common areas, facilities and amenities in common.

1.12 '**COMPLETION CERTIFICATE**': means the completion certificate or such other certificate, by whatever name called, issued by the Kolkata Municipal Corporation certifying that the construction of the buildings has been completed according to the sanctioned plan.





District Sub-Register-II  
Alipore, South 24 Parganas

24 NOV 2017

1.13 '**DEVELOPMENT**': with its grammatical variations and cognate expressions, means carrying out the development of the said Premises No. 88A, Basanta Lal Saha Road, Kolkata - 700053, and construction and completion of the Building Complex in accordance with the sanctioned plan, including engineering and other operations in, on, over or under the said land including the making of any material change in the said Premises and includes its re-development;

1.14 '**ENCUMBRANCE**': means any mortgage, *lien*, charge or *impediment* or undertaking, right of preemption, attachment or process of court, and/or any other arrangement which has the effect of constituting a charge or security interest in the said Premises;

1.15 '**FORCE MAJEURE**': shall mean and include the events and reasons specified below which cannot be prevented or caused to be prevented, and which materially and adversely affects a Party's ability to perform obligations under this Agreement, including:

- i. Fire, flood, earthquake, storm, lightning, abnormally inclement weather, epidemic or natural physical disaster or other unforeseen natural calamities and acts of God;
- ii. Riots, civil commotion and disturbances, insurgency, enemy action or war or terrorist action; explosions or accidents, air crashes, labour unrest, strikes or lock-outs, civil disturbances, curfew, non-availability of construction material/labour, etc.;
- iii. change in Law, Rules and Regulations, injunctions, prohibitions or stay granted by court of law, Arbitrator, Government, municipal or other Appropriate Authorities restraining the construction of the new building/s at the said Premises (including failure to grant any necessary permissions or sanctions for

 AS.

 AS SL Sy.



Assistant Sub-Registrar-II  
Alibors, South 24 Parganas

24 NOV 2017

reasons outside the control of either Party) otherwise than due to any ultimately proven default or breach of the party claiming the benefit of the Force Majeure.

1.16 'INTEREST': means the rates of interest payable by the Developer or the purchaser as the case may be.

For the purpose of this clause, the rate of interest chargeable from the Purchasers by the Developer, in case of default, shall be equal to the rate of interest which the Developer shall be liable to pay the purchasers in case of default;

1.17 'MARKETING': shall mean selling of any flat/unit in the Building Complex to any transferee for owning and occupying any self-contained residential apartments/units/commercial spaces/constructed spaces/saleable spaces/car parking spaces by the Developer.

1.18 'MARKETING & SELLING EXPENSES': shall mean and include the expenses incurred by the Developer for the sales and marketing of the self-contained residential apartments/units/commercial spaces/constructed spaces/saleable spaces/car parking spaces and shall include *inter alia* the brokerage, marketing agencies fees, advertisements in various mediums like newspapers/ magazines/ publications/ hoardings etc., brochures and other sales materials, salaries and incentives of the Developers' Sales and Marketing team, the Experience Centre, and the Sales/ Marketing office at site, Sample Apartments, Customers Events, Participation in Exhibitions, Costs relating to Digital Media promotions & Online Advertisements in Real Estate portals, Brand endorsements, & all other sales and marketing expenses as required from time to time.















District Registrar-II  
Alipore, South 24 Parganas

24 NOV 2017

1.19 'REVENUE SHARING RATIO or AGREED RATIO': shall mean the proportion in which the gross Sale Proceeds from the sale of Saleable Areas of the Project shall be shared between the Owners and the Developer as follows:

- |       |                       |                                       |
|-------|-----------------------|---------------------------------------|
| (i)   | First Owner           | - 21.375% of the gross Sale Proceeds  |
| (ii)  | Second Owners No.2(a) | - 10.675% of the gross Sale Proceeds  |
| (iii) | Second Owners No.2(b) | - 5.34375% of the gross Sale Proceeds |
| (iv)  | Second Owners No.2(c) | - 5.34375% of the gross Sale Proceeds |
| (v)   | Developer             | - 57.25% of the gross Sale Proceeds   |

1.20 'PROJECT': means the development, construction and completion of buildings at the said Premises No. 88A, Basanta Lal Saha Road (popularly known as B.L. Saha Road), Kolkata - 700053, for the purpose of selling all of the said apartments and car parking spaces and includes the common areas, the development works, all improvements and structures thereon, accompanied with all easement, rights and appurtenances belonging thereto.

1.21 'REIMBURSEMENT COSTS': shall mean all costs and expenses as are required to be paid by the Owners such as:

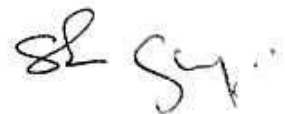
- i. Green Building 'FAR' fees and charges as may be payable to the Government Authorities
- ii. any GST or any other present or future taxes/cess or any other statutory or government levies or fees/charges
- iii. electricity/water or any other utility deposits, any moneys collected/received or to be collected/received from the intending purchasers for providing all facilities/utilities including electricity, water, club amenities/equipment etc. any monies collected towards maintenance and/or contribution towards













District Sub-Registrar-II  
Alipore, South 24 Parganas

24 NOV 2017



corpus/sinking fund, any amount received from the prospective intending purchasers towards legal charges, share money, society membership fees, stamp duty, registration fee, documentation charges for transfer of Units and charges for extra works done in the flats/units/saleable spaces and other incidental and allied costs, expenses, of all deeds, documents, agreements, collected from the intending purchasers

iv. any payment which may be specifically stated elsewhere in this Agreement to be solely realized and appropriated by the Developer.

1.22 'SAID PREMISES': shall mean the Municipal Premises No. 88A, Basanta Lal Saha Road (popularly known as B.L. Saha Road), Kolkata – 700053 having revenue paying land containing an area of 15 Bighas 16 Cottahs 6 Chittacks and 38 square feet more or less with the standing constructions thereon or on part thereof, more fully described in the First Schedule hereunder written and demarcated in the map or plan thereof annexed hereto and bordered in RED thereon.

1.23 'SALEABLE AREAS': shall include Apartments, Car Parking Spaces and other areas and facilities in the Building Complex capable of being transferred independently or as appurtenant to any Apartment and shall also include any area, or other right/privilege in the Building Complex capable of being commercially exploited or transferred/granted/permited for consideration in any manner.

1.24 'SALE PROCEEDS': shall mean and include all amounts, considerations and receipts, whether one time or periodical, as may be received and collected from the intending purchasers for (a) transfer of the flats/units to the intending purchasers and the proportional undivided interest in the land to the intending purchasers/Association, as may be applicable (b) transfer of car parking



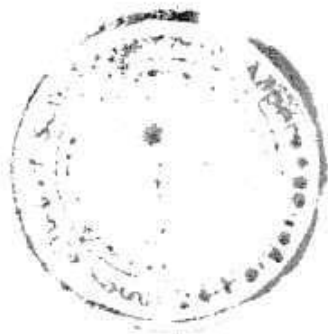












Assistant Sub-Register-1  
Alipore, South 24 Parganas

24 NOV 2017

areas/spaces and (c) transfer of proportionate common areas and facilities, (d) nomination and cancellation charges and (e) preferential location charges (PLC) and floor rise charges (FRC) BUT shall not include any amounts received or collected by the Developer towards:

- i. Any GST or any other present or future taxes/cess or any other statutory or government levies or fees/charges on development, construction or sale/transfer of any Units or otherwise on the Project;
- ii. Any electricity/water or any other utility deposits;
- iii. Any moneys, collected/received from the purchasers for providing facilities/utilities including electricity, water, generator, club amenities/equipment etc;
- iv. Any monies collected towards maintenance of the club/complex and/or contribution towards corpus fund, any amount received from the prospective purchasers towards share money, society membership fees, stamp duty, registration fee, documentation charges for transfer of Unit/s and charges for extra works done in the flats/units/saleable areas and other incidental and allied costs, expenses of all deeds, documents, agreements, collected from the prospective purchasers;
- v. All fitment charges, furniture, machineries, equipments, furnishing, tools, etc., if any, to be provided to the flats/units beyond the specifications provided herein;
- vi. Any payment specifically stated elsewhere in the Agreement to be solely realized and appropriated by the Developer, and
- vii. The reimbursement costs.

1.25 '**SANCTIONED PLAN**': means the building sanction plan Building Permit and including all plans and includes structural designs approved by the Kolkata Municipal Corporation and permissions such as environment permission and such other permissions by the concerned authorities granted and include all

*Free*      *as.*      *VA*      *etc*      *SS*      *Sing.*



Direct Sub-Registrar  
Alipore, South 24

[24 NOV 2017]

modifications/revisions/alterations/extensions/renewals made thereto, modified/ revised as deemed necessary, from time to time, by the Developer.

1.26 **'TRANSFER'**: with its grammatical variations shall include transfer by sale with delivery of possession and by other means adopted for effecting what is understood as a transfer of self-contained residential apartments/units/commercial spaces/constructed spaces/saleable spaces/car parking spaces in multi-storied buildings to the transferees thereof as per lawful agreement and for valuable consideration.

1.27 **TRANSFEREES/PURCHASERS'**: according to the context shall mean all the prospective or actual allottees/transferees who would agree to purchase or shall have purchased any self-contained residential apartments/units/commercial spaces/constructed spaces/saleable spaces/car parking spaces at the said Project to be developed at the said Premises.

## **2. INTERPRETATION:**

In this Agreement save and except as otherwise expressly provided:-

2.1 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.

2.2 The division of this Agreement into headings is for convenience of reference only and shall not modify or affect the intention of the parties and the interpretation or construction of this Agreement or any of its provisions.

2.3 Where 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 referenced day in calculating such period shall be excluded. If the last day of

\_\_\_\_\_ as. \_\_\_\_\_ AR SL Sg



District Sub-Registrar  
Alipore, South 24 Parganas

24 NOV 2017

such period is not a business day, the period in question shall end on the next business day.

2.4 All references to section numbers refer to the section numbers of this Agreement, and all references to schedules refer to the Schedules hereunder written.

2.5 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 portion thereof.

2.6 Any reference to any applicable law, 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, bye-laws, terms or directions any time issued under it and in force.


2.7 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 and all the aforesaid recitals shall form integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.

### **3. PURPOSE:**

3.1 This Agreement is to set-forth the terms and conditions with respect to and pertaining to the grant of the development right by the Owners with respect to the said premises in favour of the Developer and the nature of the project to be developed by the Developer and the rights and obligations of the Parties towards implementation of the project.





  
District Sub-Registrar-  
Alipore, South 24 Parganas

24 NOV 2017



3.2 The Parties shall extend all cooperation to each other and do all such acts and deeds that may be required to give effect to and accomplish the provisions and purposes of this Agreement. The Owners shall provide all assistance to the Developer that may be required by the Developer from time to time for the purpose of carrying out the transactions contemplated hereby.

3.3 If, for any reason whatsoever, any term contained in this Agreement cannot be performed or fulfilled, then save and except any other rights the Parties respectively may have against the other under this Agreement or in law, the Parties shall meet, explore and agree to any alternative solutions depending upon the changed circumstances, but keeping in view the spirit and objectives of this Agreement.

#### **4. OWNERS' REPRESENTATIONS AND WARRANTIES:**

The Owners have represented to the Developer and warranties to the Developer as follows:

4.1 The First Owner states that it has by a duly registered Conveyance dated 25 August 2010 purchased an undivided half share, right, title and interest in the said Premises No. 88A, Basanta Lal Saha Road, Kolkata - 700053, containing an area of 15 Bighas 16 Cottahs 6 Chittacks and 38 Square Feet more or less and more fully described in the **First Schedule** hereunder written

4.2 The said Second Owner 2 (a), 2 (b) and 2 (c) have by a duly registered Deed of Conveyance dated 24 November 2017 presented for registration before the District Sub-Registrar-II, Alipore, South 24 Parganas purchased an undivided fifty percent (50%) share, right, title and interest in the said Premises No. 88A, Basanta Lal Saha Road, Kolkata - 700053, containing an area of 15





District Sub-Register-II  
Ujjain, South 21 Division

24 NOV 2017

Bighas 16 Cottahs 6 Chittacks and 38 Square Feet more or less, and more fully described in the **First Schedule** hereunder written.

4.3 The said Second Owners, that is Second Owners 2 (a), 2 (b) and 2 (c) collectively, have acquired their right, title and interest in entirety of the said Premises in the following proportion:

- (i) Second Owner 2 (a) – 25 percent,
- (ii) Second Owner 2 (b) – 12.5 percent and;
- (iii) Second Owner 2 (c) – 12.5 percent

4.4 The First Owner and Second Owners No. 2 (a), 2 (b) and 2 (c) are jointly the Owners of the said Premises the identity of the said Premises, as defined hereinabove. No person, other than the said Owners being the First Owner and the Second Owners 2 (a), 2(b) and 2 (c) has any right title or interest of any nature what so ever in the said Premises and the said First Owner has made payment of all Municipal taxes and there are no impediments, defaults, omissions or restrictions whatsoever with regard to the Owners right in entering into this Development Agreement with the Developer.

4.5 The Owners are in vacant and peaceful possession of the entirety of the said Premises and have not granted any tenancy right or any other occupational right to anybody and the said Premises is free from tenants/occupiers and the Owners have agreed to put the Developer in the possession of the said Premises entirely with the standing constructions thereon in the terms hereof.

4.6 The Owners also represent that they do no hold any excess vacant Land at the said Premises within the meaning of the Urban Land (Ceiling & Regulations) Act, 1976.











