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Certified that the document is submitted to registration, the signature sheets and the endorsement sheets attached with this document are part of this document.

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

17 SEP 2015

18/9/15

DEVELOPMENT AGREEMENT

1. Date: 17.09.2015
2. Place: Kolkata
3. Parties

08 OCT 2013

No. 12147 Rs 1004 Date...

Prasenjit Mishra

Name:.....

Address:.....

Vendor:.....

Alipur Collectorate, 24 Pgs (S)

Advocate
HIGH COURT
Calcutta - 700 001

SUBHANKAR DAS

STAMP VENDOR

Alipur Police Court Kol - 27

- Atiwari

V.C.T.D



3497

- Atiwari

V.C.T.D



3500



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Jhagorik

Identified by me

Janjoy Pandit

Slr Banshidhar Pandit
12011 Raja S.C. Mukherjee Rd.
KOL - 47

- 3.1.1 R J GARDEN PVT. LTD. (PAN. AAFCR4973B)**, a Company incorporated under the Companies Act, 1956 having its registered office at 44/2A, Hazra Road, Kolkata-700019, represented by its Director, Mr. Ashutosh Tiwari, son of Mr. Sachida Nand Tiwari, working for gain at 44/2A, Hazra Road, Kolkata-700019.
- 3.1.2 R J HEIGHTS PVT. LTD. (PAN. AAFCR4967D)**, a Company incorporated under the Companies Act, 1956 having its registered office at 44/2A, Hazra Road, Kolkata-700019, represented by its Director, Mr. Ashutosh Tiwari, son of Mr. Sachida Nand Tiwari, working for gain at 44/2A, Hazra Road, Kolkata-700019.
- 3.1.3 R J HOMES PVT LTD (PAN. AAFCR4969P)**, a Company incorporated under the Companies Act, 1956 having its registered office at 44/2A, Hazra Road, Kolkata-700019, represented by its Director, Mr. Ashutosh Tiwari, son of Mr. Sachida Nand Tiwari, working for gain at 44/2A, Hazra Road, Kolkata-700019.
- 3.1.4 R J SKYHIGH PVT. LTD. (PAN. AAFCR4970C)**, a Company incorporated under the Companies Act, 1956 having its registered office at 44/2A, Hazra Road, Kolkata-700019, represented by its Director, Mr. Ashutosh Tiwari, son of Mr. Sachida Nand Tiwari, working for gain at 44/2A, Hazra Road, Kolkata-700019.
- 3.1.5 RISHI INFRA BUILDERS PVT. LTD. (PAN. AAFCR4966C)**, a Company incorporated under the Companies Act, 1956 having its registered office at 44/2A, Hazra Road, Kolkata-700019, represented by its Director, Mr. Ashutosh Tiwari, son of Mr. Sachida Nand Tiwari, working for gain at 44/2A, Hazra Road, Kolkata-700019.
- 3.1.6 RISHI SKYHIGH PVT. LTD. (PAN. AAFCR4972A)**, a Company incorporated under the Companies Act, 1956 having its registered office at 44/2A, Hazra Road, Kolkata-700019, represented by its Director, Mr. Ashutosh Tiwari, son of Mr. Sachida Nand Tiwari, working for gain at 44/2A, Hazra Road, Kolkata-700019.
- 3.1.7 RISHI SKYRISE PVT. LTD. (PAN. AAFCR4974G)**, a Company incorporated under the Companies Act, 1956 having its registered office



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at 44/2A, Hazra Road, Kolkata-700019, represented by its Authorised Signatory Mr. Ashutosh Tiwari son of Mr. Sachida Nand Tiwari, working for gain at 44/2A, Hazra Road, Kolkata-700019, authorised by Board Resolution dated 20.07.2015.

3.1.8 RISHI SKYSCRAPERS PVT. LTD. (PAN. AAFCR4968N), a Company incorporated under the Companies Act, 1956 having its registered office at 44/2A, Hazra Road, Kolkata-700019, represented by its Director, Mr. Ashutosh Tiwari, son of Mr. Sachida Nand Tiwari, working for gain at 44/2A, Hazra Road, Kolkata-700019.

3.1.9 S J HOMES PVT. LTD. (PAN. AAQCS5916E), a Company incorporated under the Companies Act, 1956 having its registered office at 44/2A, Hazra Road, Kolkata-700019, represented by its Director, Mr. Ashutosh Tiwari, son of Mr. Sachida Nand Tiwari, working for gain at 44/2A, Hazra Road, Kolkata-700019.

3.1.10 S J INFRA PROJECT PVT. LTD. (PAN. AAQCS5915H), a Company incorporated under the Companies Act, 1956 having its registered office at 44/2A, Hazra Road, Kolkata-700019, represented by its Director, Mr. Ashutosh Tiwari, son of Mr. Sachida Nand Tiwari, working for gain at 44/2A, Hazra Road, Kolkata-700019.

3.1.11 S J SKYSCRAPERS PVT. LTD. (PAN. AAQCS5912A), a Company incorporated under the Companies Act, 1956 having its registered office at 44/2A, Hazra Road, Kolkata-700019, represented by its Authorised Signatory Mr. Ashutosh Tiwari son of Mr. Sachida Nand Tiwari, working for gain at 44/2A, Hazra Road, Kolkata-700019, authorised by Board Resolution dated 20.07.2015.

3.1.12 SHRAYANS JAIN (PAN. AEYPJ9340Q), son of Sri Premlal Jain, of 4th Floor, 1 Ganesh Chandra Avenue, Kolkata-700013, under P.S. Bowbazar.

3.1.13 DREAM TOWER KOLKATA PRIVATE LIMITED (Formerly known as DREAM TOWER PRIVATE LIMITED), (PAN. AACCD4214A), a Company incorporated under the Companies Act, 1956 having its registered office at 44/2A, Hazra Road, Kolkata-700019, represented by



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its Director Mr. Shrayans Jain son of Mr. Prem Lal Jain, working for gain at 44/2A, Hazra Road, Kolkata-700019.

3.1.14 FAIRDEAL ENCLAVE PRIVATE LIMITED (PAN. AABCF8160G), a Company incorporated under the Companies Act, 1956 having its registered office at 44/2A, Hazra Road, Kolkata-700019, represented by its Authorised Signatory Mr. Ashutosh Tiwari son of Mr. Sachida Nand Tiwari, working for gain at 44/2A, Hazra Road, Kolkata-700019, authorised by Board Resolution dated 21.07.2015.

3.1.15 FAIRDEAL INFRA VENTURE PRIVATE LIMITED. (PAN. AABCF8187F), a Company incorporated under the Companies Act, 1956 having registered office at 44/2A, Hazra Road, Kolkata-700019, represented by its Authorised Signatory Mr. Ashutosh Tiwari son of Mr. Sachida Nand Tiwari, working for gain at 44/2A, Hazra Road, Kolkata-700019, authorised by Board Resolution dated 21.07.2015.

3.1.16 FAIRDEAL SKYRISE PRIVATE LIMITED. (PAN. AABCF8189M), a Company incorporated under the Companies Act, 1956 having registered office at 44/2A, Hazra Road, Kolkata-700019, represented by its Director, Mr. Ashutosh Tiwari, son of Mr. Sachida Nand Tiwari, working for gain at 44/2A, Hazra Road, Kolkata-700019.

3.1.17 FAIRDEAL INFRA BUILDERS PRIVATE LIMITED. (PAN. AABCF8186E), a Company incorporated under the Companies Act, 1956 having registered office at 44/2A, Hazra Road, Kolkata-700019, represented by its Authorised Signatory Mr. Ashutosh Tiwari son of Mr. Sachida Nand Tiwari, working for gain at 44/2A, Hazra Road, Kolkata-700019, authorised by Board Resolution dated 21.07.2015.

All the parties hereinafter collectively referred to as the **CO-OWNERS** (which term and/or expression shall unless excluded by or repugnant or contrary to the subject or context be deemed to mean, imply and include its successor-in-interest, nominees, executors, administrators and/or assigns) of the **FIRST PART**.



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AND

4. **JAIN GROUP PROJECTS PVT. LTD. (PAN. AACCCJ1203D)**, a company incorporated within the meaning and under the provisions of the Companies Act, 1956, having registered office at 44/2A, Hazra Road, Kolkata-700019, represented by its Director, Mr. Shrayans Jain, son of Mr. Prem Lal Jain, working for gain at 44/2A, Hazra Road, Kolkata-700019.

Hereinafter referred to and identified as **Co-Owner-Cum-Developer** (which term and/or expression shall unless excluded by or repugnant or contrary to the subject or context be deemed to mean, imply and include its successor-in-interest, nominees, executors, administrators and/or assigns) of the **SECOND PART**.

Co Owners and Co-Owner cum Developer collectively **Parties** and individually **Party**.

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

5. **Subject Matter of Agreement**

5.1 **Development and Commercial Exploitation of Said Property:**

Agreement between the Co-Owners and the Co-Owner cum Developer/Developing Owner with regard to development and commercial exploitation by constructing multi storied buildings, hereinafter called the **Project/Complex**, (in the manner specified in this Agreement) over the land admeasuring **161.8 (One Hundred Sixty One. Eight) Decimal**, more or less equivalent to 6558.69 Square Meter lying and situated at Mouza - Amgachhia, J.L. No. 93, R.S. No. 326, comprised in L.R Dag Nos. 261, 262, 266, 266/692, 267, 267/705 & 268 and recorded in L.R Khatian Nos. 10872, 10871, 10873, 10874, 10876, 10875, 10911, 10913, 10912, 10878, 10879, 10877, 11124, 9750, 11145, 11147, 11144 and 11146 Pargana Magura under P.S. & Sub Registry Office - Bishnupur, under the ambit of Amgachhia Gram Panchayet, District 24 Parganas (South), described in the **1st Schedule**



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below (**Said Property**).

6. Representations, Warranties and Background

- 6.1 Co-Owners' Representations:** The Co-Owners have represented and warranted to the Co-Owner cum Developer as follows:
- 6.1.1 Ownership of the Co-Owners:** The Co-Owners are in absolute and peaceful possession and enjoyment of the said entire plots of land without any obstruction and interference from anywhere. **Devolution of Titles** mentioned in the **2nd Schedule** below of these presents.
- 6.1.2 Co-Owners to Ensure Continuing Marketability:** The Co-Owners ensure that Ownership titles of the Said property shall remain marketable and free from all encumbrances till the completion of development of the Said Property.
- 6.1.3 No Previous Agreement:** The Co-Owners undertake that neither they have leased out, mortgaged, nor any Agreement for sale, transfer, development of the Said Property with any other person/s or any other entity entered into.
- 6.1.4 No Requisitions or Acquisitions:** The Said property or any part thereof is not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings have been received or come to the notice of the Co-Owners and the Said property is not attached under any Decree or Order of any Court of Law or dues of the Income Tax, Revenue or any other Public Demand.
- 6.1.5 The Authority of Parties:** The Parties hereto have full authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.
- 6.1.6 No Prejudicial Act:** The Co-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 said Complex or which may cause charge, encroachments, litigations, trusts, liens, lispensens, attachments and liabilities on the Said Property or the project or on the Co-Owner cum Developer.



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6.2 Co-Owner cum Developer's Representations: The Co-Owner cum Developer has represented and warranted to the Co-Owners as follows:

6.2.1 Infrastructure and Expertise of Co-Owner cum Developer: The Co-Owner cum Developer is carrying on business in the real estate sector and having compatible infrastructure and expertise in this field.

6.2.2 No Abandonment: The Co-owner cum Developer shall not abandon, delay or neglect the project of development of the Said property and shall accord the highest priority, financial as well as infrastructural, to the development of the Said Property.

6.3 Decision to Develop: Pursuant to preliminary discussion held between the parties, the Co-Owners and the Co-Owner cum Developer of the Said Property, have decided to jointly develop the Said Project on schedule mentioned property wherein the Co-Owners will offer property & Co-Owner cum Developer will put its expertise and major funds needed for the project to develop the same. The salient terms of the understanding between the Parties are that the Co-Owner cum Developer shall have **85% share (Eighty five percent)** in the total revenue of the Project and the Co-Owners collectively shall have **15% (Fifteen Percent)** share in total revenue of the in the Project. It is further agreed between the parties that the Revenue (Receivable) for the Co-Owners shall be divided among themselves as per their proportionate land share ratio.

6.4 Finalization of Terms Based on Reliance on Representations: Pursuant to the above and relying on the representations made by the Parties to each other as stated above, final terms and conditions for the said Complex are being recorded by this Agreement.

7. Basic Understanding

7.1 Development of Said Property and Commercial Exploitation of Said Complex: The Parties have mutually decided to take up the development of the Said Property by way of construction of multi storied buildings thereon and commercial exploitation of the same with (1) specified inputs and responsibility sharing by the Parties and (2) exchange with each other of their specified inputs.

7.2 Nature and Use of Said Complex: The Said Complex shall be



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constructed in accordance with Architectural Plans (**Building Plans**) as prepared by an architect (**Architect**) and approved by the appropriate authority, as a complex comprising of primarily residential buildings (with construction of commercial buildings at the discretion of all the Co-Owner cum Developer) and ancillary facilities and other areas, with specified areas, amenities and facilities to be enjoyed in common.

7.3 Common Facilities of Adjacent Projects: Some of the adjacent plots are owned by the group companies, relatives and/or known persons and are being developed by other developer as joint development. It is made clear that there may be some facilities common to adjacent projects. There will be rules and regulation stipulated for use of common areas and special facilities by the residents of adjacent projects or non residents.

7.4 Appointment of Contractors etc: The Co-Owner-cum-Developer shall with the prior approval by Co-owners appoint contractors, sub-contractors, agents, sub-agents etc. for the development of the Said Property, at their own costs and expenses.

7.5 Meeting Together: The Co-Owner-cum-Developer as well as the Co-Owners shall meet together at least once in every month to discuss all the matters relating to the project such as cost of project, status of construction, quality of material used, sales strategy and status and/or other finance matter.

7.6 No Liability for Taxes: The Co-Owners shall not be liable for any income tax, wealth tax or any other Taxes in respect of amount of revenue received by Co-Owner cum Developer towards its share and vice-versa the Co-Owner cum Developer is also not liable for the amount of revenue received by the Co-owners towards their share.

7.7 Nomination: The Co-Owner-cum-Developer can nominate any person/persons or any other entity in its place for Development of the said property; subject to approval of the Co-owners and the legal compliance in that regard, if any.

7.8 Sale of Respective shares of the Co-Owners: Upon Consent of the other Co-Owners, a Co-Owner can sell and/or transfer its proportionate share in the said project to any or all the Co-Owners without effecting this



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Agreement. In such event a supplementary to this agreement shall be executed amongst the prevailing Co-owners, which would be treated as part and parcel to this Agreement.

7.9 Modification in Revenue (receivable) share: It is the mutual covenant of the parties hereto that the share in revenue (receivable) can be modified at subsequent stage hereinafter upon written consent of all the parties hereto.

8. Development and Commencement

8.1 Development: The Parties hereby accept the Basic Understanding between them as recorded in Clause 6.3 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement.

8.2 Commencement and Tenure: This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above (**Commencement Date**) and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed and all saleable spaces in the Said Complex are transferred and sold or till this Agreement is terminated in the manner stated in this Agreement.

9. Pre-Sanction Activities, Sanction and Construction

9.1. Payment of Land Revenue: The Co-Owners and Co-Owner-cum-Developer shall, at their proportionate costs and expenses, make payment of upto date land revenue in respect of the Said Property.

9.2. Architects and Consultants: The Co-Owners confirm that the Co-Owners have authorized the Co-Owner-cum-Developer to appoint the Architect and other consultants for development of the said property. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Co-Owner-cum-Developer and the Co-Owners shall have no liability or responsibility.

9.3. Construction of Said Complex: The Co-Owner cum Developer shall, at its own costs and expenses construct, erect, and complete the



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Said Complex in accordance with the sanctioned Building Plans. In this regard it is clarified that **(1)** the Said Complex may, at the option of the Co-Owner cum Developer, be constructed and delivered in phased manner and **(2)** the Said Complex may be separate and distinct clusters of new buildings with some common amenities.

9.4. Completion Time: With regard to time of completion of the Project, it has been agreed between the Parties that the Co-Owner-cum-Developer shall construct, erect and complete the Said Complex within **60 (Sixty) months** from the date of commencement of construction (**Completion Date**) provided however the Completion Date may be extended by mutual consent between the parties.

9.5. Temporary Connections: The Co-Owner-cum-Developer shall be authorized in the name of the Co-Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Co-Owner-cum-Developer shall be entitled to use the existing electricity and water connection at the Said Property, upon payment of all usage charges.

9.6. Modification of Building Plans: Any amendment or modification to the Building Plans may be made or caused to be made by the Co-Owner cum Developer within the permissible limits of the Planning Authorities in consultation with the Co-Owners.

9.7. Responsibility of the Co-Owners: The Co-Owners will be involved in all major matters but shall not indulge in any activities which may be detrimental to the development of the Said Property and/or which may affect the mutual interest of the Parties. The Co-Owners shall provide all co-operation that may be necessary for successful completion of the said complex.

10. Powers and Authorities

10.1 Power of Attorney for Construction and Sale: Simultaneously with the execution of this Agreement, the Co-Owners have granted to the Co-Owner cum Developer and/or its nominees a Power of Attorney for construction of the Said Complex and to negotiate and sale of the apartments/ flats in the said complex and receive consideration therefor



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and shall also issue money receipt(s) to the intending purchaser. The Co-Owners shall grant the power to the Co-Owner cum Developer to execute, admit and/or present, register Agreement for Sale, Deed of Conveyance or any other documents as to be required from time to time.

10.2 Further Acts: Notwithstanding grant of the aforesaid Power of Attorney, the Co-Owners hereby undertake that it shall be executed without any dispute as and when necessary **(1)** Agreements for Sale and Conveyances for Sale, if required **(2)** all papers, documents, plans etc. for enabling the Co-Owner cum Developer to perform all obligations under this Agreement.

11. Financials

11.1 Project Finance: The Co-Owner-cum-Developer, for the purpose of having financial assistance of the complex, may avail for financing of the Project (**Project Finance**) through a Bank/Financial Institution. Such Project Finance can be secured on the strength of the security of the Property/ construction work-in-progress/receivables. For this purpose, the Co-Owners shall execute necessary documents through its delegated authority or Power of Attorney in favour of the Co-Owner-cum-Developer and the Co-Owners shall join as consenting/confirming parties (if required by the Banker/Institution) to create a charge in favour of Banker/Institution for availing the Project Finance.

12. Dealing with Constructed Area.

12.1 Marketing: It has been agreed that the complex will be marketed mainly through marketing agent to be appointed by Co-Owner-cum-Developer with prior approval of the Co-Owners.

12.2 Proportionate Payment towards Co-Owner's entitlement: The Co-Owner-cum-Developer shall simultaneously with the sale and receipt of payment shall credit the Co-owners' share in revenue receipts after deducting marketing cost, and/ or any other expenses if payable by the Co-owners as to be mutually decided. The Revenue(Receivable) by the Co-Owners shall be deposited proportionately directly to their Bank Account after the above mentioned deduction, if any.

13. Taxes and Outgoings




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13.1 Relating to Prior Period: All rates and taxes and outgoings (collectively **Rates**) on the Said Property relating to the period prior to the date of this agreement shall be borne, paid and discharged by the Co-Owners.

14. Obligation of Co-Owner cum Developer

14.1 Completion of Development within Completion Time: The Co-Owner cum Developer shall complete the entire process of development of the Said Property within the Completion Time, subject to the force majeure clause hereinafter contained.

14.2 Compliance with Laws: The execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Co-Owner cum Developer to ensure compliance.

14.3 Planning, Designing and Development: The Co-Owner cum Developer shall be responsible for planning, designing and development of the Said Complex with the help of the Architect, professional bodies, contractors, etc. The entire planning, designing are to be done by the Co-Owner cum Developer.

14.4 Specifications: The Co-Owner cum Developer shall use standard quality building materials and the decision of the Architect as to the quality and standard of materials to be used shall be final and binding on the Parties.

14.5 Commencement of Complex: The development of the Said Complex shall commence as per the Specifications, Building Plans, schemes, rules, regulations, bye-laws and approvals of the Planning Authorities, at the sole responsibility of the Co-Owner cum Developer.

14.6 Strict Adherence by Co-Owner cum Developer: The Co-Owner cum Developer has assured the Co-Owners 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.



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14.7 Construction at Co-Owner-cum-Developer's Cost: The Co-Owner-cum-Developer shall construct the Said Complex and it will look after the day to day matters and its decision in this regard will be final and binding.

14.8 Responsibility for Marketing and Advertising: The Co-Owner-cum-Developer shall be solely responsible for marketing and advertising of the said complex. The marketing strategy, budget, selection of publicity material, media etc. shall be decided and formulated by the Co-Owner-cum-Developer in consultation with Co- Owners. All costs and expenses towards marketing and advertising of the Complex shall be borne by Co-Owner-cum-Developer.

14.9 Pricing: The Co-Owner cum Developer in consultation with the Co-Owners shall determine the first basic price for sale or disposal of the flats/Units/apartments in the Project keeping in view the market economics and such basic price may be revised from time to time by the Co-Owner cum Developer in consultation with the Co- Owners.

14.10 No Violation of Law: The Co-Owner cum Developer hereby agrees and covenants with the Co-Owners not to violate or contravene any of the provisions of the rules applicable to construction of the Said Complex.

15. Obligations of the Co-Owners

15.1 Co-operation with Co-Owner cum Developer: The Co-Owners undertake to fully co-operate with the Co-Owner cum Developer for obtaining all permissions required for development of the Said Property.

15.2 Act in Good Faith: The Co-Owners undertake to act in good faith towards the Co-Owner-cum-Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.

15.3 Documentation and Information: The Co-Owners undertake to provide the Co-Owner-cum-Developer all documentation and information relating to the Said Property as may be required by the Co-Owner cum Developer from time to time.



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15.4 No Obstruction in Dealing with Co-Owner-cum-Developer' Functions:

The Co-Owners covenant not to do any act, deed or thing whereby the Co-Owner cum Developer may be prevented from discharging its functions under this Agreement.

15.5 No Obstruction in Construction: The Co-Owners hereby covenant not to cause any interference or hindrance in the construction of the Said Complex. It is clearly understood by the Co-Owners that the Said Complex shall be constructed in phases and hence, the realization of the sale proceeds of the Co-Owners' Allocation shall also come to the Co-Owners in phases manner.

15.6 No Dealing with Said Property: The Co-Owners hereby covenant not to let out, grant lease, mortgage and/or charge the Co-Owners' Share in the Said Property or any portions thereof save in the manner envisaged by this Agreement.

15.7 Making out Marketable Title: The Co-Owners hereby covenant that it shall make out a good, bankable and marketable title of the Said Property and all original title related papers and documents shall be kept with Co-Owner cum Developer.

15.8 Co-operations: Co- Operate in planning; discuss all major policy matter and other act as referred in this joint development agreement.

16. Indemnity

16.1 By the Co-Owner cum Developer: The Co-Owner cum Developer hereby indemnify and agrees to keep the Co-Owners saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Co-Owners in relation to the construction of the Said Complex and those resulting from breach of this Agreement by the Co-Owner cum Developer, including any act of neglect or default of the Co-Owner cum Developer's consultants and employees and any breach resulting in any successful claim by any third party or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.



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The Co-Owner cum Developer hereby also indemnifies and agrees to keep the Co-Owners saved harmless and indemnified of from and against any and all cases (whether criminal or civil) initiated, lodged before any court of law for reason whatsoever. The Co-Owner cum Developer hereby takes all responsibility to act and appear, contest the same before concerned Court of Law.

16.2 By the Co-Owners: The Co-Owners hereby indemnify and agree to keep the Co-Owner cum Developer saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by Co-Owner cum Developer in the course of implementing the Project including marketing thereof for any successful claim by any third party for any defect in title of the Said Property or any of the Representations of the Co-Owners being incorrect.

17. Limitation of Liability

17.1 No Indirect Loss: Notwithstanding anything to the contrary herein, neither the Co-Owner cum Developer nor the Co-Owners shall be liable in any circumstances whatsoever to each other for any indirect or consequential loss suffered or incurred.

18. Miscellaneous

18.1 Parties Acting under Legal Advice: 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.

18.2 Essence of Contract: In addition to time, the Co-Owners and the Co-Owner cum Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

18.3 Valid Receipt: The Co-Owners shall pass valid receipts for all amounts paid under this Agreement.

18.4 No Implied Waiver: Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.



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18.5 Additional Authority: It is understood that from time to time to facilitate the uninterrupted construction of the Said Complex by the Co-Owner cum Developer, various deeds, matters and things not herein specified may be required to be done by the Co-Owner cum Developer and for which the Co-Owner cum Developer may need authority of the Co-Owners. Further, various applications and other documents may be required to be signed or made by the Co-Owners relating to which specific provisions may not have been made herein. The Co-Owners 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 Co-Owner cum Developer for the purpose and the Co-Owners also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Co-Owner cum Developer **provided that** all such acts, deeds, matters and things do not in any way infringe on the rights of the Co-Owners and/or go against the spirit of this Agreement.

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

18.7 Name of Said Complexes: The name of the Said Complex shall be as decided by the Co-Owner cum Developer in consultation with the Co-Owners.

19. Force Majeure

19.1. Meaning: 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, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike, lock-



[Signature]
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outs, labour unrest or other industrial action, terrorist action, civil commotion, non-availability of construction material, hike in prices of construction material 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.

19.2. Reasonable Endeavour's: The Party claiming to be prevented or delayed in the performance of any of their/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 this Agreement may be performed despite the continuance of the event of Force Majeure.

20. Counterparts


20.1 All Originals: This Agreement is being executed and the original shall be retained by the Co-Owner cum Developer with full right of creation of mortgage, charge and other form of encumbrance and a copy of this agreement shall be given to the Co-Owners.

21. Severance

21.1 Partial Invalidity: If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

21.2 Deletion of Invalid Provision: If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification/s as may be necessary to make it valid and enforceable.




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21.3 Reasonable Endeavour for Substitution: The Parties agree, in the circumstances referred above, to use all reasonable endeavours to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the Parties (if any) under any invalid or unenforceable provision of this Agreement shall be suspended whilst an attempt at such substitution is made.

22. Reservation of Rights

22.1. Right to Waive: Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by such Party.

22.2. Forbearance: No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.

22.3. No Waiver: Any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence to or recognition of any right under or arising out of this Agreement or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.

22.4. No Continuing Waiver: A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfilment on a future occasion. No omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall constitute a waiver of such obligation of the other Party or the due and punctual performance thereof by such other Party and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other (similar or otherwise) obligations hereunder or as a waiver of any right or remedy that such Party may otherwise have in law or in equity.

23. Amendment/Modification

23.1 Express Documentation: No amendment or modification of this



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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.

24. Notice

24.1 Mode of Service: Any notice or other written communication given under or in connection with this Agreement may be delivered personally, or by facsimile transmission, or sent by prepaid recorded delivery, or registered post with acknowledgement due or through courier service to the proper address as mentioned in clause 3 and 4 herein above and for the attention of the relevant Party (or such other address as is otherwise notified by each Party from time to time). The Owners shall address all such notices and other written communications to the Director of the Co-Owner cum Developer and the Co-Owner cum Developer shall address all such notices and other written communications to the Co-owners.

24.2 Time of Service: Any such notice or other written communication shall be deemed to have been served:

24.2.1 Personal Delivery: if delivered personally, at the time of delivery.

24.2.2 Registered Post: 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/service provider shall be deemed to have been served upon the addressee.

24.2.3 Facsimile: 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.

24.3 Proof of Service: In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or courier, that such notice or other written communication was properly addressed and delivered to the postal authorities/service provider 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



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showing the recipient's facsimile number and the number of pages transmitted.

25. Rules of Interpretation

25.1 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.

25.2 Statutes: In this Agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statutory provision shall be construed as including references to all statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statutory provision.

25.3 Sharing ratio mentioned in clause 6.3 means sharing of revenue between Co Owners and Co-Owner cum Developer;

25.4 Number: In this Agreement, any reference to singular includes plural and vice-versa.

25.5 Gender: In this Agreement, words denoting any gender including all other genders.

25.6 Party: In this Agreement, any reference to a Party is to a party to this Agreement.

25.7 Clause or Paragraph: In this Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a reference to a clause or paragraph or schedule (as the case may be) of this Agreement and the schedules form part of and are deemed to be incorporated in this Agreement.



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25.8 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.

25.9 Headings: In this Agreement, the heading are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.

25.10 Definitions: In this Agreement, the words put in brackets and in bold prints define the word, phrase and expression immediately preceding.

SCHEDULE - 1

(Said Property)

ALL THAT in aggregate land admeasuring **161.8 (One Hundred Sixty One. Eight) Decimal**, more or less equivalent to 6558.69 Square Meter lying and situated at Mouza - Amgachhia, J.L. No. 93, R.S No. 326, comprised in L.R Dag Nos. 261, 262, 266, 266/692, 267, 267/705 & 268 and recorded in L.R Khatian Nos. 10872, 10871, 10873, 10874, 10876, 10875, 10911, 10913, 10912, 10878, 10879, 10877, 11124, 9750, 11145, 11147, 11144 and 11146 Pargana Magura under P.S. & Sub Registry Office - Bishnupur, under the ambit of Amgachhia Gram Panchayet, District 24 Parganas (South), State of West Bengal and butted and bounded as follows:


On the North: 14.5 m common passage;

On the South: R.S/L.R. dag no. 257, 260, 262 (p)

On the East: R.S dag no.268(p), 262(p)

On the West: R.S dag no. 266 (p), 266/692 (p)




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SCHEDULE - 2
(Devolution of Titles)

ALL Co-Owners and Co-Owner cum Developer purchased the said property admeasuring about **161.8 (One Hundred Sixty One. Eight) Decimal**, more or less equivalent to 6558.69 Square Meter by various Deed of Conveyances. List of Conveyances and the corresponding area are written below:

Sl. No.	Registered Deed No. with Date	COMPANY NAME	Dag No.	Conveyed Land (in dec.)
1	2858/2014	R J GARDEN PVT LTD	267	10
2	dated 02/06/2014	R J HEIGHTS PVT LTD	267/705	9
3		R J HOMES PVT LTD	261	1
				10
4	2857/2014	JAIN GROUP PROJECTS PVT LTD		10
5	dated	R J SKYHIGH PVT LTD	262	10
6	02/06/2014	RISHI INFRA BUILDERS PVT LTD		10
			267	1
7	2854/2014	RISHI SKYHIGH PVT LTD	262	3
	dated		268	4
	02/06/2014			2
8		RISHI SKYRISE PVT LTD	262	10
9		RISHI SKYSCRAPERS PVT LTD		9
10	2867/2014	S J HOMES PVT LTD	262	10
11	dated	S J INFRA PROJECT PVT LTD		10
12	02/06/2014	S J SKYSCRAPERS PVT LTD	268	10
13	6915/10, 4335/11	SHRAYANS JAIN	267/705	10
14	15054/06, 15332/06,	DREAM TOWER KOLKATA PVT. LTD	262	10
15,		FAIRDEAL ENCLAVCVE PVT. LTD.	266	6.8
16,	135/13,	FAIRDEAL INFRA VENTURE PVT. LTD.		
17,	136/13	FAIRDEAL SKYRISE PVT. LTD.	266/692	16
18		FAIRDEAL INFRA BUILDERS PVT. LTD.		
				161.8



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IN WITNESS WHEREOF the Parties have executed this Agreement on the date first above written

SIGNED AND DELIVERED by
the within named **CO-OWNERS**
in the presence of:

Atiwan

Mr. Ashutosh Tiwari as Director of

1. R J GARDEN PVT. LTD.
2. R J HEIGHTS PVT. LTD.
3. R J HOMES PVT. LTD.
4. JAIN GROUP PROJECTS PVT. LTD.
5. R J SKYHIGH PVT. LTD.
6. RISHI INFRA BUILDERS PVT. LTD.
7. RISHI SKYHIGH PVT. LTD.
8. FAIRDEAL SKYRISE PVT. LTD.
9. RISHI SKYSCRAPERS PVT. LTD.
10. S J HOMES PVT. LTD.
11. S J INFRA PROJECT PVT. LTD.

Shrayans Jain

SHRAYANS JAIN for self

Atiwan

Mr. Ashutosh Tiwari as Authorised
Signatory of

1. FAIRDEAL INFRA BUILDERS PVT. LTD.
2. RISHI SKYRISE PVT. LTD.
3. S J SKYSCRAPERS PVT. LTD.
4. DREAM TOWER KOLKATA PVT. LTD.
5. FAIRDEAL ENCLAVE PVT. LTD.
6. FAIRDEAL INFRA VENTURE PVT. LTD.

SIGNED AND DELIVERED by
the within named **CO-OWNER-
CUM-DEVELOPER** in the
presence of:

Jain Group Projects Pvt. Ltd.

Shrayans Jain Director

WITNESSES:

(1)

Anil Paswan

44/2A HASRA ROAD Kal-19

(2) *Shamsher Lal Sharma*

44/2A Hasara Road












Drafted by me
Ramendramath Roy
Advocate
High Court, Calcutta
WB-380/2005




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SPECIMEN FORM FOR TEN FINGERPRINTS

10
11
12

 <i>Atiwan</i>					
	Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little

Name _____

Signature *Atiwan*

 <i>J</i>					
	Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little

Name _____

Signature *J*

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

Name _____

Signature _____








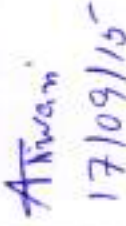
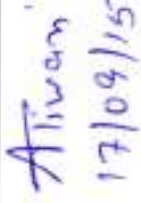


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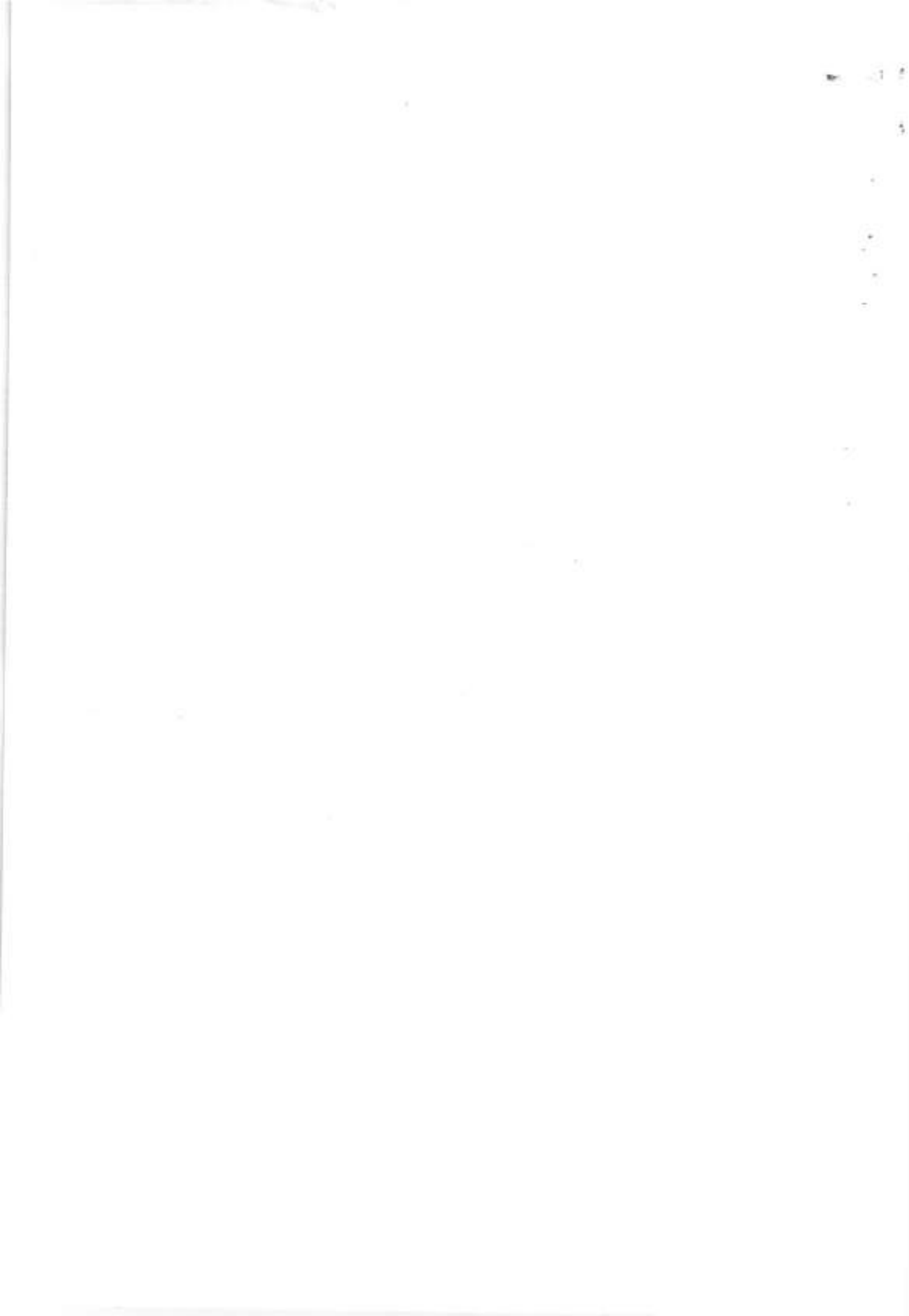
Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS, District Name :South 24-Parganas
Signature / LTI Sheet of Query No/Year 16041000234475/2015

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 Shrayans Jain 1 Ganesh Ch Avenue, Flat No: 4th Floor, P.O:- Bowbazar, P.S:- Bowbazar, Kolkata, District-Kolkata, West Bengal, India, PIN - 700013.	Land Lord			 5/16/15
2.0	Mr Ashutosh Tiwari 44/2A Hazra Road, P.O:- Gariahat, P.S:- Gariahat, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700019	Represent ative of Developer [Jain Group Projects Pvt Ltd]			 17/09/15
2.1	Mr Ashutosh Tiwari 44/2A Hazra Road, P.O:- Gariahat, P.S:- Gariahat, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700019	Represent ative of Land Lord [Fairdeal Enclave Pvt Ltd]			 17/09/15
2.2	Mr Ashutosh Tiwari 44/2A Hazra Road, P.O:- Gariahat, P.S:- Gariahat, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700019	Represent ative of Land Lord [Fairdeal Infra Builders Pvt Ltd]			 17/09/15

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2.3	Mr Ashutosh Tiwari 44/2A Hazra Road, P.O:- Gariahat, P.S:- Gariahat, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700019	Represent ative of Land Lord [Fairdeal Infra Venture Pvt Ltd]			Atiwari 17/09/15
2.4	Mr Ashutosh Tiwari 44/2A Hazra Road, P.O:- Gariahat, P.S:- Gariahat, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700019	Represent ative of Land Lord [Fairdeal Skyrise Pvt Ltd]			Atiwari 17/09/15
2.5	Mr Ashutosh Tiwari 44/2A Hazra Road, P.O:- Gariahat, P.S:- Gariahat, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700019	Represent ative of Land Lord [R J Garden Pvt Ltd]			Atiwari 17/09/15
2.6	Mr Ashutosh Tiwari 44/2A Hazra Road, P.O:- Gariahat, P.S:- Gariahat, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700019	Represent ative of Land Lord [R J Hights Pvt Ltd]			Atiwari 17/09/15
2.7	Mr Ashutosh Tiwari 44/2A Hazra Road, P.O:- Gariahat, P.S:- Gariahat, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700019	Represent ative of Land Lord [R J Homes Pvt Ltd]			Atiwari 17/09/15
2.8	Mr Ashutosh Tiwari 44/2A Hazra Road, P.O:- Gariahat, P.S:- Gariahat, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700019	Represent ative of Land Lord [R J Skyhigh Pvt Ltd]			Atiwari 17/09/15



Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2.9	Mr Ashutosh Tiwari 44/2A Hazra Road, P.O.- Gariahat, P.S.- Gariahat, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700019	Represent ative of Land Lord [Rishi Infra Builders Pvt Ltd]			Atiwari 17/09/15
2.10	Mr Ashutosh Tiwari 44/2A Hazra Road, P.O.- Gariahat, P.S.- Gariahat, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700019	Represent ative of Land Lord [Rishi Skyhigh Pvt Ltd]			Atiwari 17/09/15
2.11	Mr Ashutosh Tiwari 44/2A Hazra Road, P.O.- Gariahat, P.S.- Gariahat, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700019	Represent ative of Land Lord [Rishi Skyrise Pvt Ltd]			Atiwari 17/09/15
2.12	Mr Ashutosh Tiwari 44/2A Hazra Road, P.O.- Gariahat, P.S.- Gariahat, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700019	Represent ative of Land Lord [Rishi Skyscrape rs Pvt Ltd]			Atiwari 17/09/15
2.13	Mr Ashutosh Tiwari 44/2A Hazra Road, P.O.- Gariahat, P.S.- Gariahat, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700019	Represent ative of Land Lord [S J Homes Pvt Ltd]			Atiwari 17/09/15
2.14	Mr Ashutosh Tiwari 44/2A Hazra Road, P.O.- Gariahat, P.S.- Gariahat, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700019	Represent ative of Land Lord [S J Infra Project Pvt Ltd]			Atiwari 17/09/15



SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2.15	Mr Ashutosh Tiwari 44/2A Hazra Road, P.O:- Gariahat, P.S:- Gariahat, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700019	Represent ative of Land Lord [S J Skyscra pe rs Pvt Ltd]			<i>A Tiwari</i> 17/09/15
3	Mr Shrayans Jain 44/2A Hazra Road, P.O:- Gariahat, P.S:- Gariahat, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700019	Represent ative of Land Lord [Dream Tower Kolkata Pvt Ltd]			<i>Shrayans Jain</i>
SI No.	Name and Address of identifier	Identifier of		Signature with date	
1	Mr Sanjoy Pandit Son of Mr Banshidhar Pandit 128/1 Raja S C Mallick Road, P.O:- Naktala, P.S:- Patuli, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700047	Mr Shrayans Jain, Mr Ashutosh Tiwari, Mr Shrayans Jain		<i>Sanjoy Pandit</i> 17/09/2015	

(*Tripo Misra*)

DISTRICT SUB-
REGISTRAR

OFFICE OF THE D.S.R. -
IV SOUTH 24-PARGANAS
South 24-Parganas, West
Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2015, Page from 75112 to 75163

being No 160406908 for the year 2015.



Digitally signed by TRIDIP MISRA
Date: 2015.09.22 17:33:12 -07:00
Reason: Digital Signing of Deed.

(Tridip Misra) 22/09/2015 17:33:11
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS
West Bengal.



(This document is digitally signed.)



Ativan' Mayor



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

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