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

Additional District Sub-Registrar
Rajarhat, New Town, North 24 Pgs.

DEVELOPMENT AGREEMENT

22 JAN 2015

1. Date: 22nd January, 2015
2. Place: Kolkata
3. Parties
 - 3.1 Manas Ganguly, son of Arun Ganguly alias Arun Kumar Ganguly, residing at Ganguly Bari, Bhatenda (West), Post Office & Police Station - Rajarhat, District - North 24 Parganas, Pin-700 135. [PAN BHKPG5051M]
 - 3.2 Archana Ganguly, wife of Manas Ganguly, residing at Ganguly Bari, Bhatenda (West), Post Office & Police Station - Rajarhat, District - North 24 Parganas, Kolkata - 700 135. [PAN BAZPG3866N]

(Collectively Owners, include successor-in-interest and assigns)

Archana Ganguly.

Manas Ganguly.

Realtech Nirman Private Limited

Shishir

Shishir
Director

নম্বর : 4058

সন ও তারিখ : 21.11.14

ক্রেতার নাম : Realtech Nirman Rtnid,

ঠিকানা : T-68, T. M. Road, Kot 157

বৃদ্ধি : 100%

ডেডলাইন : 10/11/14

কোটা : 28 পরগণা

তারিখ : 10 NOV 2014

কোটা মূল্য : Rs150000

ক্রেতার নাম : Realtech

ক্রেতার : শ্রী সত্যজিৎ বোস



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Subagha De

M/o Prasanta De

T-68, Teghoria Main Road

Kolkata- 700157

Service

And

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

Owners and Developer individually **Party** and collectively **Parties**.

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

4. **Subject Matter of Agreement**

- 4.1 **Development of Said Property:** Understanding between the Owners and the Developer with regard to the development (in the manner specified in this Agreement) of land measuring to 5.30 (five point three zero) decimal, more or less, comprised in L.R. Dag No. 564 L.R. Khatian Nos. 1945, 1946 in Mouza Bhatenda, J.L No. 28, Police Station Rajarhat, Additional District Sub Registration Office Rajarhat, within Rajarhat-Bishnupur No.1 Gram Panchayat, District North 24 Parganas (**Said Property**) described in the 1st Schedule below (collectively **Said Property**) and delineated on the Plan attached hereto and bordered in colour Green thereon, by construction of a ready-to-use residential-commercial buildings on the Said Property (**Project**)

- 4.2 **Allocation and Demarcation of Respective Entitlements:** Allocation and demarcation of the respective entitlements of the Owners and the Developer in the New Building to be constructed on the Said Property.

5. **Representations, Warranties and Background**

- 5.1 **Owners' Representation:** The Owners have represented and warranted to the Developer as follows:

- 5.1.1 **Ownership of Kamal Singha Roy:** By virtue of a Deed of Partition, dated 27th June, 1989 (**Partition Deed**), registered in the Office of the Additional District Sub-Registrar at Bidhannagar (Salt Lake), recorded in Book No. I, Volume No. 111, Pages from 5 to 18, Being No. 5259 for the year 1989, Kamal Singha Roy, being Fifth Party therein, was allotted on partition land measuring 5.30 (five point three zero) decimal, comprised in R.S./L.R. Dag No. 564 and along with other plots of land, under Mouza Bhatenda, J.L No. 28, Police Station Rajarhat, Sub-Registration Office Bidhannagar (Salt Lake City) within RBGP-I, District North 24 Parganas,

Archana Ganguly

Manash Ganguly

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Shishir Gupta

Director



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morefully described in the Schedule-6 of the Partition Deed (collectively **Kamal's Property**).

- 5.1.2 **Demise of Kamal Singha Roy:** Kamal Singha Roy, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died *intestate* on 26th April, 2001, leaving behind him surviving his wife namely Ruma Singha Roy and one minor son, namely Rittick Singha Roy, who jointly inherited the absolute right title and interest of Kamal Singha Roy in Kamal's Property.
- 5.1.3 **Ownership of Ruma Singha Roy and Rittick Singha Roy:** Ruma Singha Roy and Rittick Singha Roy thus become joint owner of land measuring 5.30 (five point three zero) decimal, comprised in R.S. /L.R. Dag No. 564 and along with other plots of land, under Mouza Bhatenda, J.L No. 28, Police Station Rajarhat, within RBGP-I, District North 24 Parganas.
- 5.1.4 **Mutation:** Ruma Singha Roy and Rittick Singha Roy, being the legal heir and heiresses of Kamal Singha Roy, mutated their name as the joint owners of kamal's Property, in the records of Land Revenue Settlement vide L.R. *Khatian* Nos. 1945 (**Ruma's Property**) & 1946 (**Rittick's Property**).
- 5.1.5 **Sale by Ruma Singha Roy:** By a Sale Deed dated 5th October, 2012 registered in the Office of the District Sub Registrar-II, Barasat, North 24 Parganas, in Book No. I, Volume No. 50, Pages 3862 to 3879, being Deed No. 14668 for the year 2012, Ruma Singha Roy sold, conveyed and transferred to Manash Ganguly (Owner No. 3.1 herein) and Archana Ganguly (Owner No. 3.2 herein) her share of land measuring 2.65 (two point six five) decimal, more or less, comprised in L.R. Dag No. 564, L.R. *Khatian* No. 1945, in Mouza Bhatenda, J.L No. 28, Post Office & Police Station Rajarhat, within Rajarhat-Bishnupur No.1 Gram Panchayat, District North 24 Parganas along with other plots of land.
- 5.1.6 **Obtaining Sale permission From District Court:** Ruma Singha Roy applied for a permission to sale of minor son Rittick Singha Roy's share vide Misc. Case No.123/2014 u/s 8(2) of the Hindu Minority and Guardianship Act, 1956 read with Section 29 of the Guardians and Wards Act, 1890. Subsequently, the Ld. District Judge at Barasat, pleased to pass an order that Ruma Singha Roy is permitted to sell the minor's property.
- 5.1.7 **Sale by Rittick Singha Roy:** By two Deed of Conveyances (i) dated 14th January, 2015, registered in the Office of the Additional District Sub Registrar Rajarhat in Book No. I, Volume No. 01, Pages 5307 to 5319, being Deed No. 0256 for the year 2015, Ruma Singha Roy on behalf of her minor son Rittick Singha Roy, conveyed and transferred land measuring 1.32 (one point three two) decimal out of Rittick's share to Manas Ganguly (Owner No. 3.1 herein) and (ii) dated 14th January, 2015, registered in the Office of the Additional District Sub Registrar Rajarhat in Book No. I, Volume No. 01, Pages 5351 to 5363, being Deed No. 0258 for the year 2015, Ruma Singha Roy on behalf of her minor son Rittick Singha Roy,

Archana Ganguly
Manash Ganguly³

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conveyed and transferred balance land measuring 1.32 (one point three two) decimal out of Rittick's share to Archana Ganguly (Owner No. 3.2 herein).

- 5.1.8 **Ownership of Manas Ganguly and Archana Ganguly:** Thus Manas Ganguly and Archana Ganguly become joint owners of land measuring 5.30 (five point three zero) decimal comprised in R.S. /L.R. Dag No. 564, under Mouza Bhatenda, J.L No. 28, Police Station Rajarhat, Additional District Sub Registration Office Rajarhat within RBGP-I, District North 24 Parganas.
- 5.1.9 **Ownership of Owners:** In the above mentioned circumstances, the Owners have become joint and absolute owners of the Said Property.
- 5.1.10 **Owners have Marketable Title:** The right, title and interest of the Owners in the Said Property are free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage, lien and *lis pendens*.
- 5.1.11 **Owners to Ensure Continuing Marketability:** The Owners shall ensure that title of the Owners to the Said Property continues to remain marketable and free from all encumbrances till the completion of the development of the Said Property.
- 5.1.12 **No Requisition or Acquisition:** The Said Property is at present not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise.
- 5.1.13 **Owners have Authority:** The Owners have full right, power and authority to enter into this Agreement.
- 5.1.14 **No Prejudicial Act:** The Owners have neither done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement.
- 5.2 **Developer's Representations:** The Developer has represented and warranted to the Owner as follows:
- 5.2.1 **Infrastructure and Expertise of Developer:** The Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.
- 5.2.2 **Financial Arrangement:** The Developer is and during the tenure of this Agreement shall remain competent to arrange the financial inputs required for development of the Said Property, *inter alia* by way of construction of the New Building on the Said Property.
- 5.2.3 **No Neglect:** The Developer shall not 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.

Archana Ganguly
Manash Ganguly⁴

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Shishir Shukla
Director



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5.2.4 **Developer has Authority:** The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.

5.3 **Decision to Develop:** The Owners decided to develop the Said Property. Pursuant thereto, preliminary discussions were held with the Developer for taking up the development of the Said Property by constructing the New Building (Project).

5.4 **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 [superseding all previous correspondence and agreements (oral or written) between the Parties] for the Project are being recorded by this Agreement.

6. Basic Understanding

6.1 **Development of Said Property by Construction of New Building:** The Parties have mutually decided to take up the Project, i.e. the development of the Said Property by construction of the New Building thereon on co-venture basis, with (1) specified inputs and responsibility sharing by the Parties and (2) exchange with each other of their specified inputs.

6.2 **Nature and Use of Project:** The Project shall be constructed in accordance with architectural plan (Building Plans) to be prepared by the Architect/s appointed by the Developer from time to time (Architect) and sanctioned by the Rajarhat Bishnupur 1 No. Gram Panchayat and other statutory authorities concerned with sanction (collectively Planning Authorities), as a ready-to-use residential-commercial buildings with specified areas, amenities and facilities to be enjoyed in common.

7. Appointment and Commencement

7.1 **Appointment:** The Parties hereby accept the Basic Understanding between them as recorded in Clause 6 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Pursuant to and in furtherance of the aforesaid confirmations, the Owners hereby appoints the Developer as the developer of the Said Property with right to execute the Project and the Developer hereby accepts the said appointment by the Owners.

7.2 **Commencement:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.

8. Sanction and Construction

8.1 **Sanction of Building Plans:** The Developer (as the agent of the Owners but at its own costs and responsibility) shall, at the earliest, obtain from the Planning

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✓ Anash Ganguly⁵

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Authorities, sanction of the Building Plans. In this regard it is clarified that (1) full potential of FAR of the Said Property shall be utilized for construction of the New Building, (2) the Developer shall be responsible for obtaining all sanctions, permissions, clearances and approvals needed for the Project (including final sanction of the Building Plans and Occupancy Certificate) and (3) all costs and fees for sanctions, permissions, clearances and approvals shall be borne and paid by the Developer.

- 8.2 **Architect and Consultants:** The Owners confirms that the Owners have authorized the Developer to appoint the Architect and other consultants to complete the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer and the Owners shall have no liability or responsibility.
- 8.3 **Construction of New Building:** The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owners constructs, erects and completes the New Building on the Said Property comprising of a residential building and Common Portions (defined in Clause 8.5 below), in accordance with the sanctioned Building Plans.
- 8.4 **Completion Time:** With regard to time of completion of the Project, it has been agreed between the Parties that subject to Circumstances Of Force Majeure (defined in Clause 22.1 below), the Developer shall try to complete the entire process of development of the Said Property and construct, erect and complete the New Building within a period of 36 (thirty six) months from the date of sanctioned of the Building Plans (**Completion Time**).
- 8.5 **Common Portions:** The Developer shall at its own costs install and erect in the New Building common areas, amenities and facilities such as stairways, lifts, passages, common lavatory, electric meter room, pump room, reservoir, over head water tank, water pump and motor, water connection, drainage connection, sewerage connection as per the sanctioned Building Plans and other facilities required for establishment, enjoyment and management of the New Building (collectively **Common Portions**). For permanent electric connection to the flats and other spaces in the New Building (**Flats**), the intending purchasers (collectively **Transferees**) shall pay the deposits demanded by WBSEDCL and other agencies and the Owners shall also pay the same for the Flats in the Owners' Allocation (defined in Clause 11.1 below). It is clarified that the expression Transferees includes the Owners and the Developer, to the extent of unsold or retained Flats in the New Building.
- 8.6 **Building Materials:** The Developer shall be authorized in the name of the Owners to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Building but the Owners shall not be responsible for the quality of the building materials.

Archana Ganguly

Harish Ganguly

Realtech Nirman Private Limited

Shashi Kumar Shukla

Director



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- 8.7 **Temporary Connections:** The Developer shall be authorized in the name of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the Said Property, upon payment of all usage charges.
- 8.8 **Co-operation by Owners:** The Owners 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 Owners shall provide all co-operations that may be necessary for successful completion of the Project.
9. **Possession and Alternative Accommodation**
- 9.1 **Vacating by Owners:** Simultaneously herewith, the Owners have handed over *Vastu*, vacant, peaceful and physical possession of the entirety of the Said Property to the Developer, for the purpose of execution of the Project.
10. **Powers and Authorities**
- 10.1 **Power of Attorney:** The Owners shall grant to the Developer and/or its assigns, nominees, legal representatives a Power of Attorney empowering them to (1) mortgage the Said Property for the purpose of obtaining housing loan, (2) sanction/revalidate /modify/alter the Building Plans by the Planning Authorities, (3) obtain all necessary permissions from different authorities in connection with construction of the Project and for doing all things needful for development of the Said Property by construction of new residential building/s (4) sale of the constructed area of new residential building/s, (5) construction of the Project and (6) booking and sale of the Developer's Allocation (defined in Clause 12.1 below).
- 10.2 **Amalgamation and Extension of Project:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owner hereby undertakes that the Owner shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to amalgamate the Said Property with the adjoining plots for extension of the Project and use of Common Portions.
- 10.3 **Further Acts:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owner hereby undertakes that the Owner shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to perform all obligations under this Agreement.
11. **Owners' Consideration**
- 11.1 **Owners' Allocation:** The Owners shall be entitled to (1) 50% (fifty percent) share of the sanctioned FAR (as per the Building Plans) against the Said Property in the New Building. The Parties have agreed that the Developer shall allot respective allocations to the Owners of the New Buildings (the details of such

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Archana Ganguly *Shashi* Realtech Nirman Private Limited.
Archana Ganguly Director



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demarcation shall be recorded in a separate instrument) and in the event full allotment is not made out then the balance area of allotment shall be adjusted against monetary consideration, (2) undivided 50% (fifty percent) share, against the sanctioned FAR of the Said Property as per the sanctioned Building Plans, in the roof of the New Building including the area for access to Common Portions and (3) an interest free deposit of Rs. 1,50,000/- (Rupees one lac fifty thousand only) which shall be either adjusted against their allocation in the Said Property or refunded back to the Developer, (collectively **Owners' Allocation**). It is clarified that the Owners' Allocation shall include undivided, impartible and indivisible 50% (fifty percent) share of the sanctioned FAR (as per the Building Plans) against the Said Property in (1) the Common Portions of the New Building and (2) the land contained in the Said Property. It is further clarified that the Possession Letter/s shall be issued by the Developer to the Owners at the time of handing over possession of the Owners' Allocation. The Owners' Allocation shall be heritable and freely transferable.

12. Developer's Consideration

- 12.1 Developer's Allocation:** The Developer shall be fully and completely entitled to (1) remaining 50% (fifty percent) share of the sanctioned FAR (as per the Building Plans) against the Said Property in the New Building and (2) undivided 50% (fifty percent) share, against the sanctioned FAR of the Said Property as per the sanctioned Building Plans, in the roof of the New Building including the area for access to Common Portions (collectively **Developer's Allocation**). It is clarified that the Developer's Allocation shall include undivided, impartible and indivisible 50% (fifty percent) share of the sanctioned FAR (as per the Building Plans) against the Said Property in (1) the Common Portions of the New Building and (2) the land contained in the Said Property.

13. Dealing with Respective Allocations

- 13.1 Demarcation of Respective Allocations:** The Parties have mutually agreed that on sanction of the Building Plans, the Parties shall formally demarcate their respective allocations based on the Building Plans and the details of such demarcation shall be recorded in a separate instrument.
- 13.2 Owners' Allocation:** The Owners shall be entitled to the Owners' Allocation with right to transfer or otherwise deal with the same in any manner the Owners deems appropriate and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession, enjoyment, use and transfer of the Owners' Allocation. It is clearly understood that the dealings of the Owners with regard to the Owners' Allocation shall not in any manner fasten or create any financial liabilities upon the Developer. However, any transfer of any part of the Owners' Allocation shall be subject to the other provisions of this Agreement.
- 13.3 Developer's Allocation:** The Developer shall be exclusively entitled to the Developer's Allocation with exclusive right to transfer or otherwise deal with the

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same in any manner the Developer deems appropriate, without any right, claim or interest therein whatsoever of the Owners and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession, enjoyment, use and transfer of the Developer's Allocation. It is clearly understood that the dealings of the Developer with regard to the Developer's Allocation shall not in any manner fasten or create any financial liabilities upon the Owners. However, any transfer of any part of the Developer's Allocation shall be subject to the other provisions of this Agreement.

13.4 **Transfer of Developer's Allocation:** In consideration of the Developer constructing and handing over the Owners' Allocation to the Owners and meeting other obligations towards the Owners, the Owners shall execute deeds of conveyances of the undivided share in the land contained in the Said Property and the Building Plans as be attributable to the Developer's Allocation, in such part or parts as shall be required by the Developer. Such execution of conveyances shall be through the Developer exercising the powers and authorities mentioned in Clause 10.2 above.

13.5 **No Objection to Allocation:** The Parties confirm that neither Party has any objection with regard to their respective allocations.

13.6 **Cost of Transfer:** The Parties shall bear their respective costs for transfer of their respective allocations which includes costs towards stamp duty and registration fees and all other expenses.

14. **Panchayat Taxes and Outgoings**


14.1 **Relating to Period Prior to Date of Sanction of Building Plans:** All *Panchayat* rates, taxes, penalty, interest and outgoings (collectively **Rates**) on the Said Property relating to the period prior to the date of sanction of the Building Plans shall be the liability of the Owners and the same shall be borne, paid and discharged by the Owners as and when called upon by the Developer, without raising any objection thereto.

14.2 **Relating to Period After Sanction of Building Plans:** As from the date of sanction of the Building Plans, the Developer shall be liable for the Rates in respect of the Said Property and from the Possession Date (defined in Clause 15.2 below), the Parties shall become liable and responsible for the Rates in the ratio of their sharing in the New Building.

15. **Possession and Post Completion Maintenance**

15.1 **Possession of Owners' Allocation:** The Developer shall intimate the Owners to take possession of Owners' Allocation and if within a period of 15 (fifteen) days of such intimation the Owners fails to take possession then it shall be deemed that the Developer has delivered possession to the Owners.


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- 15.2 **Possession Date and Rates:** On and from such date of the Owners taking physical possession or the aforementioned deemed possession, whichever be earlier (**Possession Date**), the Parties shall become liable and responsible for the Rates in respect of their respective Allocations.
- 15.3 **Punctual Payment and Mutual Indemnity:** The Parties shall punctually and regularly pay the Rates for their respective allocations to the concerned authorities and the Parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them, as the case may be, consequent upon a default by the other.
- 15.4 **Maintenance:** The Developer and the Owners shall jointly and mutually frame a scheme for the management and administration of the New Building. The Owners hereby agrees to abide by all the rules and regulations to be so framed for the management and administration of the New Building.
- 15.5 **Maintenance Charge:** The Transferees and the Owners shall manage and maintain the Common Portions and services of the New Building [if necessary, by forming a body (**Association**)] and shall collect the costs and service charge therefore (**Maintenance Charge**). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Building, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments. Advance/deposit towards Maintenance Charge shall also be collected, to ensure that funds are readily available for proper maintenance and upkeep of the New Building.
16. **Common Restrictions**
- 16.1 **Applicable to Both:** The Owners' Allocation and the Developer's Allocation in the New Building shall be subject to the same restrictions as are applicable to multi-storied ownership buildings, intended for common benefit of all occupiers of the New Building.
17. **Obligations of Developer**
- 17.1 **Completion of Development within Completion Time:** The Developer shall complete the development of the Said Property within the Completion Time.
- 17.2 **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 Developer to ensure compliance.

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Anand Ganguly
Archana Ganguly

Shishir *Sh Nishi*
Director



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- 17.3 **Planning, Designing and Development:** The Developer shall be responsible for planning, designing and development of the New Building with the help of the Architect, professional bodies, contractors, etc.
- 17.4 **Specifications:** The Developer shall construct the New Building as per the specifications given the 2nd Schedule below (Specifications).
- 17.5 **Commencement of Project:** The development of the Said Property shall commence as per the Specifications, Building Plans, Scheme, rules, regulations, bye-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, the Owners having no responsibility in respect thereof in any manner whatsoever.
- 17.6 **Construction at Developer's Cost:** The Developer shall construct the New Building at its own cost.
- 17.7 **Tax Liabilities:** All tax liabilities applicable in relation to the development, namely sales tax, value added tax, service tax, works contract tax and other dues shall be paid by the person liable to pay such tax in accordance with law.
- 17.8 **Permission for Construction:** It shall be the responsibility of the Developer to obtain all sanctions, permissions, clearances and approvals required from various Government authorities for sanction of the Building Plans and execution of the Project. The expenses to be incurred for obtaining all such sanctions, permissions, clearances and approvals shall be borne by the Developer.
18. **Obligations of Owners**
- 18.1 **Co-operation with Developer:** The Owners undertakes to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property.
- 18.2 **Act in Good Faith:** The Owners undertakes to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 18.3 **Documentation and Information:** The Owners undertakes to provide the Developer with any and all documentation and information relating to the Said Property as may be required by the Developer from time to time.
- 18.4 **No Obstruction in Dealing with Developer's Functions:** The Owners covenants not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- 18.5 **No Obstruction in Construction:** The Owners covenants not to cause any interference or hindrance in the construction of the New Building.

Realtech Nirman Private Limited

Sh. S. K. Singh

Director

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V. Anash Ganguly,
Archana Ganguly



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18.6 **No Dealing with Said Property:** The Owners covenants not to let out, grant lease, mortgage and/or charge the Said Property or any portions thereof save in the manner envisaged by this Agreement.

19. **Indemnity**

19.1 **By the Developer:** The Developer hereby indemnifies and agrees to keep the Owners saved harmless and indemnified of from and against any and all loss, damage or liability suffered by the Owners in relation to the construction of the New Building or violation of any permission, rules regulations or bye-laws.

19.2 **By the Owners:** The Owners hereby indemnifies and agrees to keep the Developer saved harmless and indemnified of from and against any and all loss, damage or liability suffered by Developer in the course of implementing the Project for any successful claim by any third party for any defect in title of the Said Property or any of the Representations of the Owners being incorrect.

20. **Miscellaneous**

20.1 **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.

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

20.3 **Documentation:** The Developer shall be responsible for meeting all costs and expenses towards execution and registration of any document for giving effect to all or any of the terms and conditions set out herein, including this Agreement.

20.4 **Valid Receipt:** The Owners shall pass valid receipts for all amounts paid under this Agreement.

20.5 **No Partnership:** The Owners and the Developer have entered into this Agreement on principal to principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.

20.6 **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.

20.7 **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the New Building by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owners. Further, various applications and other documents may be required to be made

Realtech Nirman Private Limited

Arachana Ganguly

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Sh. N. S. S. S.

Sh. N. S. S. S.

Director

Arachana Ganguly



Additional District Sub-Registrar
Rajahmundry, North 24-Pgs.

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or signed by the Owners relating to which specific provisions may not have been made herein. The Owners hereby undertakes to do all such acts, deeds, matters and things and execute any additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owners also undertakes to sign and execute all additional applications and other documents, at the costs and expenses of the Developer **provided that** all such acts, deeds, matters and things do not in any way infringe on the rights of the Owners in terms of this Agreement.

20.8 **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.

20.9 **Name of New Building:** The name of the New Building shall be decided by the Developer.

21. Defaults

21.1 **No Cancellation:** In the event of any default on the part of one Party, the other Party shall be entitled to sue the Party in default for specific performance of this Agreement and also for damages.

22. Force Majeure

22.1 **Circumstances Of Force Majeure:** The Parties shall not be held responsible for any consequences or liabilities under this Agreement if the Parties are prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God, (2) acts of Nature, (3) acts of War, (4) fire, (5) insurrection, (6) terrorist action, (7) civil unrest, (8) riots, (9) strike by material suppliers, workers and employees, (10) delay on account of receiving statutory permissions, (11) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority, (12) any notice, order of injunction, litigation, attachments, etc. and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations and (14) abnormal rise in cost of construction inputs and scarcity/short supply thereof (collectively **Circumstances Of Force Majeure**).

22.2 **No Default:** The Parties shall not be deemed to have defaulted in the performance of their contractual obligations whilst the performance thereof is prevented by Circumstances of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence and cessation of any event constituting Circumstances Of Force Majeure.

Realtech Nirman Private Limited.

Shishu K.

Sh Nishu

Director

Anandh Ganguly¹³
Archanar Ganguly



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Rajarhat, New Town, North 24-Pgs.

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23. Entire Agreement

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

24. Counterparts

24.1 All Originals: This Agreement is being executed simultaneously in duplicate and each copy shall be deemed to be an original and both copies shall together constitute one instrument and agreement between the Parties. One copy shall be retained by the Developer and another by the Owners.

25. Severance

25.1 Partial Invalidity: If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.

26. Amendment/Modification

26.1 Express Documentation: No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.

27. Notice

27.1 Mode of Service: Notices under this Agreement shall be served by messenger or registered post/speed post with acknowledgment due at the above mentioned addresses of the Parties, unless the address is changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on the date of delivery, if sent by messenger and (2) on the 4th day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties. The Owners shall address all such notices and other written communications to the Director of the Developer and the Developer shall address all such notices and other written communications to each of the Owners.

Realtech Nirman Private Limited

V. Anand Ganguly

14

Shikhar

Sh. N. G.

Director

Archana Ganguly



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Rajarhat, New Town, North 24-Pgs.

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28. **Arbitration**

- 28.1 **Disputes:** Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**) shall be referred to the Arbitral Tribunal, under the Arbitration and Conciliation Act, 1996, consist of such person as be decided/nominated by Mr Imran Karim, Advocate of 3rd Floor, 11 Old Post Office Road, Kolkata-700001. The place of arbitration shall be Kolkata only and the language of the arbitration shall be English. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

29. **Jurisdiction**

- 29.1 **Courts:** In connection with the aforesaid arbitration proceedings, the District Court having territorial jurisdiction over the Said Property and the High Court at Calcutta only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

30. **Rules of Interpretation**

- 30.1 **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.
- 30.2 **Statutes:** Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.
- 30.3 **Party:** In this Agreement, a reference to a Party includes that Party's successors and permitted assigns.
- 30.4 **Definitions:** In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 30.5 **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.
- 30.6 **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 preceding those terms.
- 30.7 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.



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Rajarhat, New Town, North 24-Pgs.

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**1st Schedule
(Said Property)**

Bastu 5.30 (five point three zero) decimal more or less, comprised in L.R. *Dag* No. 564 L.R. *Khatian* Nos. 1945, 1946 in *Mouza* Bhatenda, J.L No. 28, Police Station Rajarhat, Additional District Sub Registration office Rajarhat, within Rajarhat-Bishnupur No.1 *Gram Panchayat*, District North 24 Parganas, delineated on **Plan** attached hereto and bordered in colour **Green** thereon and butted and bounded of total plot as follows:

On The North : By R.S./ L.R. *Dag* No. 564
On The East : By R.S./ L.R. *Dag* Nos. 564 & 560
On The South : By R.S./ L.R. *Dag* No. 563
On The West : By 30'-0" wide PWD Road

**2nd Schedule
(Specifications)**

Brick Work	External Walls: 8 inch thick brickwork with cement mortar in proportion (1:6) by using 1 st class bricks. Partition Walls: 4 inch thick with cement mortar in proportion (1:4) by using 1 st class bricks, providing wire mesh as required for 3 inch wall.
Plaster	Wall Plaster- outside surface 18mm thick (1:6 cement mortar), inside surface 12mm thick (1:6 cement mortar) Ceiling Plaster - 6 mm thick (1:4 cement mortar) Proper chipping will be made before wall and ceiling plastering.
Floor Of Rooms And Toilets	As per specification of the purchaser flooring in all the rooms, kitchen, toilets, verandah etc. will be provided.
Toilet Walls	Upto 6'-6" finished (may vary as per specification of Buyers) with white/light coloured ceramic tiles.
Doors	Door frames will be made of good quality wood. Hot pressed flush door will be provided. Hatch bolt/Aldrop/Mortise lock in the door for each room and night latch for the main door of the flat will be provided.
Windows	Fully Aluminium windows with glass fittings and standard handle.
Sanitary Fittings In Toilets	The following will be provided: a) Tap arrangements. b) White/light coloured wash basin made of porcelain. c) White/light coloured European type water closet made of porcelain. d) Water pipe line.

Realtech Nirman Private Limited.
Shishu K. Shukla
 Director

*Anandh Ganguly*¹⁶
Archana Ganguly



Additional District Sub-Registrar
Rajamal, New Town, North 24-Pgs.

22 JAN 2015

	e) Hot and cold water line. f) Provision for installation of geysers.
Kitchen	Kitchen will be provided with top cooking platform with one stainless steel sink and drain board and ceramic tiles upto a height of 2' feet above the cooking platform.
Electrical Points And Fittings	Concealed P.V.C. conduits, with good quality copper wire will be provided. Number of points will be decided later. Calling bell point at the main door of the flat will be provided.
Painting And Finishing	Outside face of external walls will be finished with good quality cement paint. Internal face of the walls will be finished with good quality white wash.

31. Execution and Delivery

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

Manash Ganguly.

(Manash Ganguly)

Archana Ganguly

(Archana Ganguly)

[Owners]

Realtech Nirman Private Limited

Shishu Kumar

Sh. Nalin
Director

(Realtech Nirman Private Limited)

[Developer]

Witnesses:

Signature Sulagna De

Signature Mindia Paul

Name SULAGNA DE

Name Mindia Paul

Father's Name Prasanta De

Father's Name S. C Paul.

Address T-68, Teghoria Main

Address Teghoria Main Rd

Road, Kolkata - 700157

Kolkata - 700157


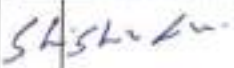











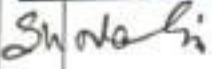






















Sulagna De
SULAGNA DE
Advocate
High Court, Calcutta



Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs.

22 JAN 2015

SPECIMEN FORM TEN FINGER PRINTS


Sl. No.	Signature of the executants and/or Presentants					
						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little



Additional District Sub-Registrar
Rajahmundry, New Town, North 24-Pgs.

22 JAN 2015

SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or Presentants					
 Archana Ganguly						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
		Little	Ring	Middle (Left Hand)	Fore	Thumb
		Thumb	Fore	Middle (Right Hand)	Ring	Little
		Little	Ring	Middle (Left Hand)	Fore	Thumb
		Thumb	Fore	Middle (Right Hand)	Ring	Little





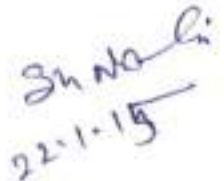
Additional District Sub-Registrar
Rajarhat, New Town, North 24 Pgs.

22 JAN 2015

Government of West Bengal
Department of Finance (Revenue), Directorate of Registration and Stamp Revenue
Office of the A.D.S.R. RAJARHAT, District- North 24-Parganas

Signature / LTI Sheet of Serial No. 00689 / 2015, Deed No. (Book - I , 00637/2015)

Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Sk. Nasir T - 68, Teghoria Main Road, Kolkata, Thana:-Baguiati, P.O. :-Hatiera, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700157	 22/01/2015	 LTI 22/01/2015	 22.1.15


Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Manas Ganguly Address -Ganguly Bari, Bhatenda (West), Kolkata, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135	Self	 22/01/2015	 LTI 22/01/2015	
2	Archana Ganguly Address -Ganguly Bari, Bhatenda (West), Kolkata, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135	Self	 22/01/2015	 LTI 22/01/2015	
3	Shishir Gupta Address -T - 68, Teghoria Main Road, Kolkata, Thana:-Baguiati, P.O. :-Hatiera, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700157	Confirming Party	 22/01/2015	 LTI 22/01/2015	
4	Sk. Nasir Address -T - 68, Teghoria Main Road, Kolkata, Thana:-Baguiati, P.O. :-Hatiera, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700157	Confirming Party	 22/01/2015	 LTI 22/01/2015	

Name of Identifier of above Person(s)

Signature of Identifier with Date

Sulagna De
68 Teghoria Main Road, Kolkata, District:-North
24 Parganas, WEST BENGAL, India, Pin :-700157


22/01/15


Additional District Sub-Registrar
Rajamat, New Town, North 24-Pgs.
(Debasish Dhar)

Additional District Sub-Registrar
Office of the A.D.S.R. RAJARHAT





Government Of West Bengal
Office Of the A.D.S.R. RAJARHAT
District:-North 24-Parganas

Endorsement For Deed Number : I - 00637 of 2015
(Serial No. 00689 of 2015 and Query No. 1523L000001321 of 2015)

On 22/01/2015

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 4, 5(f), 53 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 1660.00/-, on 22/01/2015

(Under Article : B = 1639/- ,E = 21/- on 22/01/2015)

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-24,09,088/-

Certified that the required stamp duty of this document is Rs.- 5021 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 5000/- is paid , by the draft number 802713, Draft Date 22/01/2015, Bank : State Bank of India, Rajarhat Township, received on 22/01/2015

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

Presented for registration at 13.41 hrs on :22/01/2015, at the Office of the A.D.S.R. RAJARHAT by Sk. Nasir , one of the Executants.

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

Execution is admitted on 22/01/2015 by

1. Manas Ganguly, son of Arun Ganguly Alias Arun Kumar Ganguly , Ganguly Bari, Bhatenda (West), Kolkata, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135, By Caste Hindu, By Profession : Others
2. Archana Ganguly, wife of Manas Ganguly , Ganguly Bari, Bhatenda (West), Kolkata, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135, By Caste Hindu, By Profession : Others
3. Shishir Gupta
Director, Realtech Nirman Pvt Ltd, T - 68, Teghoria Main Road, Kolkata, Thana:-Baguiati, P.O. :-Hatiara, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700157.
, By Profession : Business

Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs.

(Debasish Dhar)

Additional District Sub-Registrar

EndorsementPage 1 of 2

22 JAN 2015





Government Of West Bengal
Office Of the A.D.S.R. RAJARHAT
District:-North 24-Parganas

Endorsement For Deed Number : I - 00637 of 2015
(Serial No. 00689 of 2015 and Query No. 1523L000001321 of 2015)

4. Sk. Nasir

Director, Realtech Nirman Pvt Ltd, T - 68, Teghoria Main Road, Kolkata, Thana:-Baguiati, P.O. :-Hatiara, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700157.
By Profession : Business

Identified By Sulagna De, daughter of Prasanta De, T - 68 Teghoria Main Road, Kolkata, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700157, By Caste: Hindu, By Profession: Service.

(Debasish Dhar)
Additional District Sub-Registrar

Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs.

22 JAN 2015

(Debasish Dhar)
Additional District Sub-Registrar



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 1
Page from 13196 to 13219
being No 00637 for the year 2015.



Biswarup Goswami

(BiswarupGoswami) 27-January-2015
Additional District Sub-Registrar
Office of the A.D.S.R. RAJARHAT
West Bengal