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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

V 234149

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.

### DEVELOPMENT AGREEMENT

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

1. Date: 07<sup>th</sup> April, 2017
2. Place: Kolkata
3. Parties

- 3.1 Signature Vanijya 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 AAPCS1007F], represented by its director, namely (1) Shishir Gupta, son of Late Sree 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.

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নথর 1019 1803  
 সন ও তারিখ : A. Dey Adv,  
 ফেরতার নাম :  
 ঠিকানা : High Court, Calcutta  
 মূল্য :  
 তেতার :  
 সাক্ষারত বোর্ড

খরিস তারিখ : 13 FEB 2017  
 মোট টাকার মারক : RS.200000  
 টেকারি বারান্ড :  
 ডেতার : প্রা পদ্যট মোস



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- 3.2 **Skyscraper Enclave 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 AAQCS9841N], represented by its director, namely (1) **Shishir Gupta**, son of Late Sree 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.
- 3.3 **Skyscraper Manor 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 AAQCS9848F], represented by its director, namely (1) **Shishir Gupta**, son of Late Sree 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.
- 3.4 **Skyscraper Griha Niwas 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 AAQCS9843Q], represented by its director, namely (1) **Shishir Gupta**, son of Late Sree 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.

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

**And**

- 3.5 **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**.



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

**4. Subject Matter of Agreement**

**4.1 Development of Said Property:** Understanding between the Owners and the Developer with regard to development (in the manner specified in this Agreement) of **(1)** demarcated *bastu* land measuring 20 (twenty) decimal, more or less, comprised in R.S./L.R. *Dag* No. 564, recorded in L.R. *Khatian* Nos. 4361, 4363, 4364 and 4365, *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, Additional District Sub-Registration Office Rajarhat, within Rajarhat-Bishnupur 1 No. Gram *Panchayat* (**RBGP-I**), District North 24 Parganas (**First Property**) **And (2)** entirety of *pukur* measuring 16 (sixteen) decimal, more or less, comprised in R.S./L.R. *Dag* No. 565, recorded in L.R. *Khatian* Nos. 4361, 4363, 4364 and 4365, *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, Additional District Sub-Registration Office Rajarhat, within RBGP-I, District North 24 Parganas (**Second Property**). The First Property and the Second Property **totaling** to land measuring 36 (thirty six) decimal, more or less, all morefully and collectively described in the **1<sup>st</sup> Schedule** below (collectively **Said Property**), 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 Nikhil Singha Roy:** By virtue of a Deed of Partition, dated 27<sup>th</sup> June, 1989 (**Partition Deed**), registered in the Office of the Additional District Sub-Registrar at Bidhannagar Salt Lake City, and recorded in Book No. 1, Volume No. 111, Pages from 5 to 18, Being No. 5259 for the year 1989, Nikhil Singha Roy, being Fourth Party in the Partition Deed, was allotted on partition **(1)** land measuring 35.50 (thirty five point five zero) decimal, comprised in R.S./L.R. *Dag* No. 564 **And (2)** land measuring 16 (sixteen) decimal, comprised in R.S./L.R. *Dag* No. 565, both under *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, Sub-Registration Office Bidhannagar (Salt Lake City), within RBGP-I, District North 24 Parganas, along with other plots of land, morefully described in the **Schedule-5** of the Partition Deed (collectively **Larger Property**).



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- 5.1.2 **Mutation:** Nikhil Singha Roy mutated his name in the records of Land Revenue Settlement vide L.R. *Khatian* No. 330/1 with respect to Larger Property.
- 5.1.3 **Agreement with Realtech Nirman Private Limited:** Nikhil Singha Roy entered into a registered development agreement dated 9<sup>th</sup> November, 2012, being Deed No. 14038 for the year 2012 with Realtech Nirman Private Limited for development of the portion of Larger Property. Subsequently a registered Power of Attorney, dated 9<sup>th</sup> November 2012, being Deed No. 14039 for the year 2012, appointing Shishir Gupta and Sk. Nasir as lawful attorney, was also executed for development of the portion of Larger Property. As per the development agreement, Realtech Nirman Private Limited has got a building plan sanctioned by the Zilla Parishad, North 24 Parganas, vide Building Permit No. 41/NZP dated 18<sup>th</sup> August, 2015 (Sanctioned Plan) and started the construction for the this Project.
- 5.1.4 **Demise of Nikhil Singh Roy:** After the plan sanction, Nikhil Singha Roy, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died *intestate* on 27<sup>th</sup> April, 2016, leaving behind him surviving his wife, Aparna Singha Roy and two daughters, namely Anusree Singha Roy and minor Priyanka Singha Roy, who jointly inherited the absolute right title and interest of Nikhil Singha Roy in Larger Property. The Legal Heirs of Nikhil Singha Roy have decided not to proceed with the development of the Said Property and subsequently desires to sell the Said Property to the Owners and the Developer, who are also the group companies.
- 5.1.5 **Sale by Aparna Singha Roy and another:** By a Sale Deed, dated 17<sup>th</sup> May, 2016 registered in the Office of the Additional District Sub Registrar Rajarhar, in Book No. I, Volume No. 1523-2016, Pages 172787 to 172812, being Deed No. 152305536 for the year 2016, Aparna Singha Roy and Anusree Singha Roy jointly sold, conveyed and transferred their 2/3<sup>rd</sup> share being, land measuring 13.33 (thirteen point three three) decimal out of demarcated 20 (twenty) decimal out of 23 (twenty three) decimal, more or less, comprised in R.S./L.R. Dag No. 564 recorded in L.R. *Khatian* No. 330/1, Mouza Bhatenda, J.L. No. 28, Police Station Rajarhat, Additional District Sub-Registration Office Rajarhat, within Rajarhat-Bishnupur 1 No. Gram Panchayat (RBGP-I), District North 24 Parganas to Signature Vanijya Private Limited, Skyscraper Enclave Private Limited, Skyscraper Manor Private Limited, Skyscraper Griha Niwas Private Limited.
- 5.1.6 **Another Sale by Aparna Singha Roy and another:** By another Sale Deed, dated 17<sup>th</sup> May, 2016 registered in the Office of the Additional District Sub Registrar Rajarhar, in Book No. I, Volume No. 1523-2016, Pages 172962 to 172987, being Deed No. 152305538 for the year 2016, Aparna Singha Roy and Anusree Singha Roy jointly sold, conveyed and transferred to Signature Vanijya Private Limited, Skyscraper Enclave Private Limited, Skyscraper Manor Private Limited, Skyscraper Griha Niwas Private





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Limited, their 2/3rd share being being, land measuring 10.66 (ten point six six) decimal out of demarcated 16 (sixteen) decimal, more or less, comprised in R.S./L.R. Dag No. 565, both land recorded in L.R. Khatian No. 330/1, Mouza Bhatenda, J.L No. 28, Police Station Rajarhat, Additional District Sub-Registration Office Rajathat, within Rajarhat-Bishnupur 1 No. Gram Panchayat (RBGP-I), District North 24 Parganas.

**5.1.7 Obtaining Sale permission From Ld. Addl. District & Sessions Judge:**

Aparna Singha Roy applied for a permission to sale of minor daughter Priyanka Singha Roy's share vide Misc. Case No. 139/2016 (Act-VIII) 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. Addl. District & Sessions Judge, Fast Track 4<sup>th</sup> Court at Barasat, pleased to pass an order that Aparna Singha Roy is permitted to sell the minor's property.

**5.1.8 Sale by Priyanka Singha Roy:** By a Sale Deed, dated 20<sup>th</sup> September, 2016 registered in the Office of the Additional District Sub Registrar Rajarhar, in Book No. I, Volume No. 1523-2016, Pages 304405 to 304425, being Deed No. 152309936 for the year 2016, Aparna Singha Roy, as legal Guardian of Priyanka Sinha Roy sold, conveyed and transferred Priyanka's 1/3<sup>rd</sup> share being, land measuring 6.67 (six point six seven) decimal out of demarcated 20 (twenty) decimal out of 23 (twenty three) decimal, more or less, comprised in R.S./L.R. Dag No. 564, recorded in L.R. Khatian No. 330/1, Mouza Bhatenda, J.L No. 28, Police Station Rajarhat, Additional District Sub-Registration Office Rajathat, within Rajarhat-Bishnupur 1 No. Gram Panchayat (RBGP-I), District North 24 Parganas to Signature Vanijya Private Limited, Skyscraper Enclave Private Limited, Skyscraper Manor Private Limited, Skyscraper Griha Niwas Private Limited.

**5.1.9 Another Sale by Priyanka Singha Roy:** By another Sale Deed, dated 20<sup>th</sup> September, 2016 registered in the Office of the Additional District Sub Registrar Rajarhar, in Book No. I, Volume No. 1523-2016, Pages 304329 to 304349, being Deed No. 152309945 for the year 2016, Aparna Singha Roy, as legal Guardian of Priyanka Sinha Roy sold, conveyed and transferred to Signature Vanijya Private Limited, Skyscraper Enclave Private Limited, Skyscraper Manor Private Limited, Skyscraper Griha Niwas Private Limited, Priyanka's 1/3<sup>rd</sup> share being, land measuring 5.34 (five point three four) decimal out of demarcated 16 (sixteen) decimal, more or less, comprised in R.S./L.R. Dag No. 565, recorded in L.R. Khatian No. 330/1, Mouza Bhatenda, J.L No. 28, Police Station Rajarhat, Additional District Sub-Registration Office Rajathat, within Rajarhat-Bishnupur 1 No. Gram Panchayat (RBGP-I), District North 24 Parganas.

**5.1.10 Ownership of Owners:** Thus the Signature Vanijya Private Limited, Skyscraper Enclave Private Limited, Skyscraper Manor Private Limited and Skyscraper Griha Niwas Private Limited become joint owners of (1) demarcated *bastu* land measuring 20 (twenty) decimal, more or less,



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comprised in R.S./L.R. Dag No. 564 (**First Property**) And (2) entirety of *pukur* measuring 16 (sixteen) decimal, more or less, comprised in R.S./L.R. Dag No. 565, both land in *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, Additional District Sub-Registration Office Rajarhat, within RBGP-I, District North 24 Parganas (**Second Property**). The First Property and the Second Property collectively **Said Property**.

- 5.1.11 **Mutation:** Signature Vanijya Private Limited, Skyscraper Enclave Private Limited, Skyscraper Manor Private Limited and Skyscraper Griha Niwas Private Limited mutated its name in the records of Land Revenue Settlement vide L.R. *Khatian* Nos. 4361, 4363, 4364 and 4365 with respect to Said Property
- 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 *lispendens*.
- 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





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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.
- 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



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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 has got a building plan sanctioned by the Zilla Parishad, North 24 Parganas vide Building Permit No. 41/NZP dated 18<sup>th</sup> August, 2015. 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 permissions, clearances and approvals needed for the Project (including final sanction of the Building Plans and Occupancy Certificate) and (3) costs and fees for modification, 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 42 (forty two) 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



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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.
- 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)





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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)** 20% (twenty 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 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 20% (twenty 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 **Owners' Allocation**). It is clarified that the Owners' Allocation shall include undivided, impartible and indivisible 20% (twenty 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 80% (eighty percent) share of the sanctioned FAR (as per the Building Plans) against the Said Property in the New Building and **(2)** undivided 80% (eighty 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 80% (eighty percent) share of the sanctioned FAR (as per the Building



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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 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.



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**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.
- 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





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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.
- 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 2<sup>nd</sup> 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.



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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.

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.



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## 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 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.





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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.

**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



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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 4<sup>th</sup> 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.

## **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/



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Rajarhat, New Town, North 24-Pgs

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nominated by Developer's Advocate. 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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**1<sup>st</sup> Schedule  
(Said Property)**

(1) demarcated *bastu* land measuring 20 (twenty) decimal, more or less, comprised in R.S./L.R. *Dag* No. 564, recorded in L.R. *Khatian* Nos. 4361, 4363, 4364 and 4365, *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, Additional District Sub-Registration Office Rajarhat, within Rajarhat-Bishnupur 1 No. Gram *Panchayat* (RBGP-I), District North 24 Parganas (First Property) And (2) entirety of *pukur* measuring 16 (sixteen) decimal, more or less, comprised in R.S./L.R. *Dag* No. 565, recorded in L.R. *Khatian* Nos. 4361, 4363, 4364 and 4365, *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, within Rajarhat-Bishnupur 1 No. Gram *Panchayat* (RBGP-I), Additional District Sub-Registration Office Rajarhat, within RBGP-I, District North 24 Parganas (Second Property). The First Property and the Second Property totaling to land measuring 36 (thirty six) decimal, more or less, together with all easement rights and all other rights, appurtenances and inheritances for access and user and all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature of the Owners in the Said Property. It is hereby declared that the *pukur* will not be filled up.

**2<sup>nd</sup> Schedule  
(Specifications)**

<b>Brick Work</b>	External Walls: 8 inch thick brickwork with cement mortar in proportion (1:6) by using 1 <sup>st</sup> class bricks. Partition Walls: 4 inch thick with cement mortar in proportion (1:4) by using 1 <sup>st</sup> class bricks, providing wire mesh as required for 3 inch wall.
<b>Plaster</b>	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)



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	Proper chipping will be made before wall and ceiling plastering.
<b>Floor Of Rooms And Toilets</b>	As per specification of the purchaser flooring in all the rooms, kitchen, toilets, verandah etc. will be provided.
<b>Toilet Walls</b>	Upto 6'-6" finished (may vary as per specification of Buyers) with white/light coloured ceramic tiles.
<b>Doors</b>	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.
<b>Windows</b>	Fully Aluminium windows with glass fittings and standard handle.
<b>Sanitary Fittings In Toilets</b>	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. e) Hot and cold water line. f) Provision for installation of geysers.
<b>Kitchen</b>	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.
<b>Electrical And Fittings</b>	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.
<b>Painting And Finishing</b>	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.



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Rajarhat, New Town, North 24-Pgs

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31. Execution and Delivery

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

SIGNATURE VANIJYA PRIVATE LIMITED

*Sk Nalin*  
Director

Skyscraper Enclave Private Limited

*Sk Nalin*  
Director

Skyscraper Manor Private Limited

*Sk Nalin*  
Director

Skyscraper Griha Niwas Private Limited

*Sk Nalin*  
Director

[Owners]

Realtech Nirman Private Limited

*Sk Nalin*  
Director

(Realtech Nirman Private Limited)  
[Developer]

Witnesses:

Signature

Name

Father's Name

Address

Kol- 23

Signature

Name

Father's Name

Address

Kolkata - 700157

*Ayusman Dey*

Ayusman Dey

Advocate

High Court Calcutta

Enrolment No. F/946/763/2012


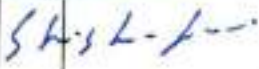




































Additional District Sub-Registrar  
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# SPECIMEN FORM TEN FINGER PRINTS

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



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Rajahat, New Town, North 24-Pgs

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Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Challan

GRN: 19-201718-000128176-1

Payment Mode Online Payment

GRN Date: 06/04/2017 18:02:41

Bank : HDFC Bank

BRN : 315333606

BRN Date: 06/04/2017 18:04:33

**DEPOSITOR'S DETAILS**

Id No. : 15230000473379/1/2017

(Query No./Query Year)

Name : REALTECH NIRMAN PVT LTD

Contact No. : Mobile No. : +91 9051026793

E-mail :

Address : T-68, TEGHORIA MAIN ROAD, KOLKATA-700157

Applicant Name : Miss Sulagna De

Office Name :

Office Address :

Status of Depositor : Buyer/Claimants

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

**PAYMENT DETAILS**

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹ ]
1	15230000473379/1/2017	Mutation/Conversion -Receipt	0029-00-800-028-27	2640
2	15230000473379/1/2017	Property Registration- Registration Fees	0030-03-104-001-16	21
3	15230000473379/1/2017	Property Registration- Stamp duty	0030-02-103-003-02	39920

**Total**

**42581**

In Words : Rupees Forty Two Thousand Five Hundred Eighty One only





### Major Information of the Deed

Deed No :	I-1523-02803/2017	Date of Registration	07/04/2017
Query No / Year	1523-0000473379/2017	Office where deed is registered	
Query Date	06/04/2017 2:44:15 PM	A.D.S.R. RAJARHAT, District: North 24-Parganas	
Applicant Name, Address & Other Details	Sulagna De T - 68, Teghoria Main Road, Thana : Baguiati, District : North 24-Parganas, WEST BENGAL, PIN - 700157, Mobile No. : 9051026793, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 2,54,98,343/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 40,020/- (Article:48(g))	Rs. 21/- (Article:E, E)		
Remarks			

### Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-I, Mouza: Bhatenda

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-564	LR-4361	Bastu	Bastu	20 Dec	1/-	1,45,70,477/-	Property is on Road Adjacent to Metal Road,
L2	LR-565	LR-4361	Pukur	Pukur	16 Dec	1/-	1,09,27,866/-	Property is on Road Adjacent to Metal Road,
		<b>TOTAL :</b>			<b>36Dec</b>	<b>2 /-</b>	<b>254,98,343 /-</b>	
	<b>Grand Total :</b>				<b>36Dec</b>	<b>2 /-</b>	<b>254,98,343 /-</b>	

### Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Signature Vanijya Private Limited</b> T -68, Teghoria Main Road, P.O:- Hatiara, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700157 PAN No.:AAPCS1007FStatus :Organization, Executed by: Representative
2	<b>Skyscraper Enclave Private Limited</b> T -68, Teghoria Main Road, P.O:- Hatiara, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700157 PAN No.:AAQCS9841NStatus :Organization, Executed by: Representative
3	<b>Skyscraper Manor Private Limited</b> T -68, Teghoria Main Road, P.O:- Hatiara, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700157 PAN No.:AAQCS9848FStatus :Organization, Executed by: Representative
4	<b>Skyscraper Griha Niwas Private Limited</b> T -68, Teghoria Main Road, P.O:- Hatiara, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700157 PAN No.:AAQCS9843QStatus :Organization, Executed by: Representative

### Developer Details :



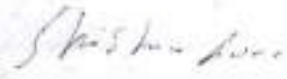


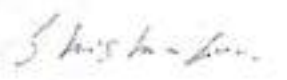


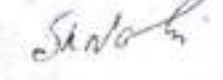


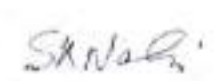
Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Realtech Nirman Private Limited</b> T-68, Teghoria Main Road, P.O:- Hatiara, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700157 PAN No.:AADCR6464KStatus :Organization








**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Shishir Gupta (Presentant )</b> Son of Late Shree Bhagwan Gupta Date of Execution - 07/04/2017, , Admitted by: Self, Date of Admission: 07/04/2017, Place of Admission of Execution: Office	<b>Photo</b> 	<b>Finger Print</b> 	<b>Signature</b> 
		Apr 7 2017 4:21PM	LTI 07/04/2017	07/04/2017
	T-68, Teghoria Main Road, P.O:- Hatiara, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700157, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status : Representative, Representative of : Signature Vanija Private Limited (as DIRECTOR), Skyscraper Enclave Private Limited (as DIRECTOR), Skyscraper Manor Private Limited (as DIRECTOR), Skyscraper Griha Niwas Private Limited (as DIRECTOR)			
2	<b>Name</b> <b>Shishir Gupta</b> Son of Late Shree Bhagwan Gupta Date of Execution - 07/04/2017, , Admitted by: Self, Date of Admission: 07/04/2017, Place of Admission of Execution: Office	<b>Photo</b> 	<b>Finger Print</b> 	<b>Signature</b> 
		Apr 7 2017 4:21PM	LTI 07/04/2017	07/04/2017
	T-68, Teghoria Main Road, P.O:- Hatiara, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700157, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status : Representative, Representative of : Realtech Nirman Private Limited (as DIRECTOR)			
3	<b>Name</b> <b>Sk Nasir</b> Son of Late Sk Rashid Date of Execution - 07/04/2017, , Admitted by: Self, Date of Admission: 07/04/2017, Place of Admission of Execution: Office	<b>Photo</b> 	<b>Finger Print</b> 	<b>Signature</b> 
		Apr 7 2017 4:20PM	LTI 07/04/2017	07/04/2017
	T - 68, Teghoria Main Road, P.O:- Hatiara, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700157, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, Status : Representative, Representative of : Signature Vanija Private Limited (as DIRECTOR), Skyscraper Enclave Private Limited (as DIRECTOR), Skyscraper Manor Private Limited (as DIRECTOR), Skyscraper Griha Niwas Private Limited (as DIRECTOR)			
4	<b>Name</b> <b>Sk Nasir</b> Son of Late Sk Rashid Date of Execution - 07/04/2017, , Admitted by: Self, Date of Admission: 07/04/2017, Place of Admission of Execution: Office	<b>Photo</b> 	<b>Finger Print</b> 	<b>Signature</b> 
		Apr 7 2017 4:20PM	LTI 07/04/2017	07/04/2017
	T - 68, Teghoria Main Road, P.O:- Hatiara, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700157, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, Status : Representative, Representative of : Realtech Nirman Private Limited (as DIRECTOR)			





**Identifier Details :**

Name & address	
Subrata Debnath Son of Samir Debnath T - 68, Teghoria Main Road, P.O:- Hatiara, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700157, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Identifier Of Shishir Gupta, Shishir Gupta, Sk Nasir, Sk Nasir	
	07/04/2017

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Signature Vanijya Private Limited	Realtech Nirman Private Limited-5 Dec
2	Skyscraper Enclave Private Limited	Realtech Nirman Private Limited-5 Dec
3	Skyscraper Manor Private Limited	Realtech Nirman Private Limited-5 Dec
4	Skyscraper Griha Niwas Private Limited	Realtech Nirman Private Limited-5 Dec

**Transfer of property for L2**

Sl.No	From	To. with area (Name-Area)
1	Signature Vanijya Private Limited	Realtech Nirman Private Limited-4 Dec
2	Skyscraper Enclave Private Limited	Realtech Nirman Private Limited-4 Dec
3	Skyscraper Manor Private Limited	Realtech Nirman Private Limited-4 Dec
4	Skyscraper Griha Niwas Private Limited	Realtech Nirman Private Limited-4 Dec

**Land Details as per Land Record**

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-I, Mouza: Bhatenda

Sch No	Plot & Khatian Number	Details Of Land
L1	LR Plot No:- 564(Corresponding RS Plot No:- 564), LR Khatian No:- 4361	Owner:স্বাইক্যাপার গৃহনিবাস প্রা.লি., Gurdian:পক্ষে ডাইরেক্টর, Address:টি-৬৮, ভেঘড়িয়া মেইন রোড, পো:-হাতিয়াড়া, কোল:-১৫৭, Classification:বাস্য, Area:0.05000000 Acre.
L2	LR Plot No:- 565(Corresponding RS Plot No:- 565), LR Khatian No:- 4361	Owner:স্বাইক্যাপার গৃহনিবাস প্রা.লি., Gurdian:পক্ষে ডাইরেক্টর, Address:টি-৬৮, ভেঘড়িয়া মেইন রোড, পো:-হাতিয়াড়া, কোল:-১৫৭, Classification:পুকুর, Area:0.04000000 Acre.

Endorsement For Deed Number : I - 152302803 / 2017





On 07-04-2017

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

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

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

Presented for registration at 13:47 hrs on 07-04-2017, at the Office of the A.D.S.R. RAJARHAT by Shishir Gupta .

**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 2,54,98,343/-

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

Execution is admitted on 07-04-2017 by Shishir Gupta, DIRECTOR, Signature Vanijya Private Limited, T -68, Teghoria Main Road, P.O:- Hatiara, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700157; DIRECTOR, Skyscraper Enclave Private Limited, T -68, Teghoria Main Road, P.O:- Hatiara, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700157; DIRECTOR, Skyscraper Manor Private Limited, T -68, Teghoria Main Road, P.O:- Hatiara, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700157; DIRECTOR, Skyscraper Griha Niwas Private Limited, T -68, Teghoria Main Road, P.O:- Hatiara, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700157

Identified by Subrata Debnath, ., Son of Samir Debnath, T - 68, Teghoria Main Road, P.O: Hatiara, Thana: Baguiati, . North 24-Parganas, WEST BENGAL, India, PIN - 700157, by caste Hindu, by profession Service

Execution is admitted on 07-04-2017 by Shishir Gupta, DIRECTOR, Realtech Nirman Private Limited, T-68, Teghoria Main Road, P.O:- Hatiara, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700157

Identified by Subrata Debnath, ., Son of Samir Debnath, T - 68, Teghoria Main Road, P.O: Hatiara, Thana: Baguiati, . North 24-Parganas, WEST BENGAL, India, PIN - 700157, by caste Hindu, by profession Service

Execution is admitted on 07-04-2017 by Sk Nasir, DIRECTOR, Signature Vanijya Private Limited, T -68, Teghoria Main Road, P.O:- Hatiara, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700157; DIRECTOR, Skyscraper Enclave Private Limited, T -68, Teghoria Main Road, P.O:- Hatiara, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700157; DIRECTOR, Skyscraper Manor Private Limited, T -68, Teghoria Main Road, P.O:- Hatiara, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700157; DIRECTOR, Skyscraper Griha Niwas Private Limited, T -68, Teghoria Main Road, P.O:- Hatiara, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700157

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**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 21/- ( E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/04/2017 6:04PM with Govt. Ref. No: 192017180001281761 on 06-04-2017, Amount Rs: 21/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 315333606 on 06-04-2017, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 40,020/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 39,920/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 4019, Amount: Rs.100/-, Date of Purchase: 18/03/2017, Vendor name: Samrat Bose

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/04/2017 6:04PM with Govt. Ref. No: 192017180001281761 on 06-04-2017, Amount Rs: 39,920/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 315333606 on 06-04-2017, Head of Account 0030-02-103-003-02



**Debasish Dhar**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. RAJARHAT**  
**North 24-Parganas, West Bengal**











✓ Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2017, Page from 79299 to 79329

being No 152302803 for the year 2017.



*Dhar*

Digitally signed by DEBASISH DHAR  
Date: 2017.04.10 14:56:51 +05:30  
Reason: Digital Signing of Deed.

(Debasish Dhar) 10-04-2017 14:56:50  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. RAJARHAT  
West Bengal.

(This document is digitally signed.)

