

45826/15

184

I 4555/15 4334/15



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

U 019857

Handwritten notes on the left margin:
 26/06/15
 5.05 PM
 1-1254687/15



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

District Sub-Register-III
 Alipore, South 24-parganas

THIS DEVELOPMENT AGREEMENT MADE THIS THE 09th DAY OF June TWO THOUSAND AND FIFTEEN [09/06/2015] AT KOLKATA BY AND BETWEEN

004098

09-JAN 2016

Serial.....
Name.....
Address.....
Rs.....

PS-Group Realty Ltd
83, Topsia Road (S)
Wtr-46.

A. K. PURKAYASTHA (Stamp Vendor)
Allpore Police Court, Kol-27

Pay Kenna Co

NET-2322

PS GROUP REALTY LIMITED

Pay Kenna Co

Director

NET-2322



Handwritten notes and signatures on the right side of the stamp.

ANGIRA SALES PRIVATE LIMITED

Paul Bhunia

Director / Authorised Signatory

District Sub-Registrar-III
Allpore, South 24 Parganas

26 JUN 2015

Shrip Settia

s/o of Noraton Hal Settia

83 Topsia Road (S)

Kolkata-700046, P.S. Topsia
P.O. Gobinda Khatkhatia

Service



Government of West Bengal
Directorate of Registration & Stamp Revenue
Assessment Slip

Query No / Year	16031000129453/2015	Query Date	19/06/2015 12:31:29 PM
Office where deed will be registered	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas		
Applicant Name	Dhiraj Sethia		
Address	83, Tapsia Road South, Thana : Tiljala, District : South 24-Parganas, WEST BENGAL, PIN - 700146		
Applicant Status	Advocate		
Other Details	Mobile No. : 9836299972		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Additional Transaction Details	[4305] Declaration [No of Declaration : 2], [4311] Receipt [Rs : 50,00,000/-]		
Set Forth value	Rs. 2/-	Total Market Value:	Rs. 24,92,00,070/-
Stampduty Payable	Rs. 75,021/-	Stampduty Article:-	43/2
Registration Fee Payable	Rs. 66,043/-	Registration Fee Article:-	E. E. B. M(1), H
Expected date of the Presentation of Deed			
Amount of Stamp Duty to be Paid by Non Judicial Stamp	Rs. 100/-		
Mutation Fee Payable	DLRS server does not return any information		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assessment slip.(Urban area)		

Book no. I.
Volume 1603
Pages 24711 - 24786
Deed no. 160304334/2015

P. K. Saha
P. K. Saha
Sankar Kumar Saha



District Sub-Registrar-II
Alipore, South 24 Parganas

26 JUN 2015

Land Details						
Sch No.	Property Location	Plot No & Khatian No / Road Zone	Area of Land	Setforth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	District: South 24-Parganas, P.S:- Topsia, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Matheswartala Road, Premises No. 45, Premises No:48		124.3 Katta	12	24,86,00,678/-	Proposed Use: Bastu. Property is on Road

Transfer of Property from Landlord To Developer				
Sch No.	Landlord Name	Developer Name	Transferred Area	Transferred Area in(%)
L1	P S Group Realty Ltd	SKY VIEW DEVELOPERS	12.8184 Dec	6.25
L1	P S Group Realty Ltd	P S GROUP REALTY LTD	12.8184 Dec	6.25
L1	Angira Sales Pvt Ltd	SKY VIEW DEVELOPERS	12.8184 Dec	6.25
L1	Angira Sales Pvt Ltd	P S GROUP REALTY LTD	12.8184 Dec	6.25
L1	Bhumi Vinimay Pvt Ltd	SKY VIEW DEVELOPERS	12.8184 Dec	6.25
L1	Bhumi Vinimay Pvt Ltd	P S GROUP REALTY LTD	12.8184 Dec	6.25
L1	Devkripa Varijya Pvt Ltd	SKY VIEW DEVELOPERS	12.8184 Dec	6.25
L1	Devkripa Varijya Pvt Ltd	P S GROUP REALTY LTD	12.8184 Dec	6.25
L1	P K C & Associates Pvt Ltd	SKY VIEW DEVELOPERS	12.8184 Dec	6.25
L1	P K C & Associates Pvt Ltd	P S GROUP REALTY LTD	12.8184 Dec	6.25
L1	Broom Builders Pvt Ltd	SKY VIEW DEVELOPERS	12.8184 Dec	6.25
L1	Broom Builders Pvt Ltd	P S GROUP REALTY LTD	12.8184 Dec	6.25
L1	Sursarita Tie Up Pvt. Ltd	SKY VIEW DEVELOPERS	12.8184 Dec	6.25
L1	Sursarita Tie Up Pvt. Ltd	P S GROUP REALTY LTD	12.8184 Dec	6.25
L1	PAR CARE RESEARCH & MEDICAL PVT LTD	SKY VIEW DEVELOPERS	12.8184 Dec	6.25
L1	PAR CARE RESEARCH & MEDICAL PVT LTD	P S GROUP REALTY LTD	12.8184 Dec	6.25

Signature

Pratik Bhunia

*P. K. C. & Associates
Broom Builders*

Saurabh Kumar



Chief Officer-III
Alipore, South 24 Parganas

26 JUN 2015

Structure Details					
Sch No	Structure Location	Floor Area	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
S1	On Land L1	2000 Sq Ft.	1/-	6,00,000/-	Structure Type: Structure
S1F0	Gr. Floor	2000 Sq Ft.		6,00,000/-	Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tin Sheet, Extent of Completion: Complete.

Transfer of Property from Landlord To Developer				
Sch No.	Landlord Name	Developer Name	Transferred Area	Transferred Area in(%)
S1	P S Group Realty Ltd	SKY VIEW DEVELOPERS	125 Sq Ft	6.25
S1	P S Group Realty Ltd	P S GROUP REALTY LTD	125 Sq Ft	6.25
S1	Angira Sales Pvt Ltd	SKY VIEW DEVELOPERS	125 Sq Ft	6.25
S1	Angira Sales Pvt Ltd	P S GROUP REALTY LTD	125 Sq Ft	6.25
S1	Bhuml Vinimay Pvt Ltd	SKY VIEW DEVELOPERS	125 Sq Ft	6.25
S1	Bhuml Vinimay Pvt Ltd	P S GROUP REALTY LTD	125 Sq Ft	6.25
S1	Devkripa Vanija Pvt Ltd	SKY VIEW DEVELOPERS	125 Sq Ft	6.25
S1	Devkripa Vanija Pvt Ltd	P S GROUP REALTY LTD	125 Sq Ft	6.25
S1	P K C & Associates Pvt Ltd	SKY VIEW DEVELOPERS	125 Sq Ft	6.25
S1	P K C & Associates Pvt Ltd	P S GROUP REALTY LTD	125 Sq Ft	6.25
S1	Sreome Builders Pvt Ltd	SKY VIEW DEVELOPERS	125 Sq Ft	6.25
S1	Sreome Builders Pvt Ltd	P S GROUP REALTY LTD	125 Sq Ft	6.25
S1	Suniarita Tie Up Pvt. Ltd	SKY VIEW DEVELOPERS	125 Sq Ft	6.25
S1	Sunsanta Tie Up Pvt. Ltd	P S GROUP REALTY LTD	125 Sq Ft	6.25
S1	PAR CARE RESEARCH & MEDICAL PVT LTD	SKY VIEW DEVELOPERS	125 Sq Ft	6.25
S1	PAR CARE RESEARCH & MEDICAL PVT LTD	P.S.GROUP REALTY LTD	125 Sq Ft	6.25

Grass

Raj Bahadur

*Pur Kishan Gaur
Santosh Kumar Singh*

Santosh Kumar Singh



স্বাধীনতা সৈনিক-রজিষ্টার-৩
Alipore, South 24 Parganas

26 JUN 2015

Landlord Details			
Name & Address (Organization)	Status	Execution And Admission Details	Other Details
P S Group Realty Ltd 83 , Topsia Road South, P.O:- Gobindo Khali, P.S:- Topsia, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700046	Organizatio n	Executed by: Representative,	PAN No. wabcp5390e,
Angra Sales Pvt Ltd 36/1a, Elgin Road, P.O:- Elgin, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700020	Organizatio n	Executed by: Representative,	PAN No. aafca9336b,
Bhumi Vinimay Pvt Ltd 36/1a, Elgin Road, P.O:- Elgin, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700020	Organizatio n	Executed by: Representative,	PAN No. aaccp9850c,
Devkripa Vanijya Pvt Ltd Sherwood Estate , 169 , N S C Bose Road, Block/Sector: Block P, Flat No: R-1, P.O:- Narendrapur, P.S:- Sonarpur, Kolkata, District:- South 24-Parganas, West Bengal, India, PIN - 700103	Organizatio n	Executed by: Representative,	PAN No. aacod4722h,
P K C & Associates Pvt Ltd 12 C , Chakraberia Road North, P.O:- Ballygunge, P.S:- Ballygunge, Kolkata, District:-South 24- Parganas, West Bengal, India, PIN - 700020	Organizatio n	Executed by: Representative,	PAN No. aaticp48c6b,
Sreome Builders Pvt Ltd 12 C , Chakraberia Road North, P.O:- Ballygunge, P.S:- Ballygunge, Kolkata, District:-South 24- Parganas, West Bengal, India, PIN - 700020	Organizatio n	Executed by: Representative,	PAN No. aaecc4070m,
Sursanta Tie Up Pvt. Ltd P-17a, C I T Scheme No Xiv (I I) Ashutosh Chowdh, Flat No: G 2, P.O:- Ballygunge, P.S:- Karaya, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700019	Organizatio n	Executed by: Representative,	PAN No. aalcs0491b,

Query No:-16R1100612946/2015, 15/06/2015 04:29:04 PM SOUTH 24-PARGANAS (E.S.B.) - III

6732461
Pratik Bhunia
Pratik Bhunia
Sankar Kumar



District Sub-Registrar-II
Alipore, South 24 Parganas

নং ১১৭ ৭০১৫

Landlord Details			
Name & Address (Organization)	Status	Execution And Admission Details	Other Details
PAR CARE RESEARCH & MEDICAL PVT LTD P-17A, ASHUTOSH CHOWDHURY AVENUE, P.O.- BALLYGUNGE, P.S.- Karaya, Kolkata, District-South 24-Parganas, West Bengal, India, PIN - 700019	Organization	Executed by: Representative,	PAN No. AADCP0842K,

Representative Details			
Representative Name & Address	Other Details	Execution And Admission Details	Representative of
Mr BHABA SANKAR PRAMANIK Son of Mr BASANTA KUMAR PRAMANIK 25/2B/1, N.S.C. BOSE ROAD, P.O.- NAKTALA, P.S.- Jadavpur, Kolkata, District-South 24-Parganas, West Bengal, India, Pin - 700047	Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No. AFQPP6876E.		Basantia Tie Up Pvt. Ltd, PAR CARE RESEARCH & MEDICAL PVT LTD
Mr PRADIP KUMAR CHOPRA Son of Late MOTILAL CHOPRA 52/4/1, BALLYGUNGE CIRCULAR ROAD, P.O.- BALLYGUNGE, P.S.- Bullygunge, Kolkata, District-South 24- Parganas, West Bengal, India, PIN - 700019	Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No. ACAPC9922B.		P S Group Realty Ltd
Mr PRAKASH BHIMRAJKA Son of Late BAJRANG LAL BHIMRAJKA 36/1A, ELGIN ROAD, P.O.- ELGIN, P.S.- Bhawanipore, Kolkata, District- South 24-Parganas, West Bengal, India, PIN - 700020	Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No. ADGPB7657M.		Angra Sales Pvt Ltd, Bhumi Vinmay Pvt Ltd, Devkrpa Varijya Pvt Ltd
Mr SANTOSH KUMAR DUGAR Son of Late J M DUGAR 52/4/1, BALLYGUNGE CIRCULAR ROAD, P.O.- BULLYGUNGE, P.S.- Bullygunge, Kolkata, District-South 24- Parganas, West Bengal, India, PIN - 700019	Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No. AGRPD3021D.		P K C & Associates Pvt Ltd, Sreema Builders Pvt Ltd

Gyani

Pradip Kumar

Pradip Kumar

Subhas Kumar



District Sub-Registrar-III
Alipore, South 24 Parganas

26 JUN 2015

Developer Details			
Name & Address (Organization)	Status	Execution And Admission Details	Other Details
SKY VIEW DEVELOPERS TRINITY TOWER, 83 TOPSIA ROAD (SOUTH), P.O:- GOBINDA KHATICK, P.S:- Topsia, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700046	Organization	Executed by: Representative.	PAN No. ACCFS1223R,
P S GROUP REALTY LTD 83, TOPSIA ROAD (SOUTH), P.O:- GOBINDA KHATICK, P.S:- Topsia, Kolkata, District:-South 24- Parganas, West Bengal, India, PIN - 700046	Organization	Executed by: Representative.	PAN No. AABCP5393E,

Representative Details			
Representative Name & Address	Other Details	Execution And Admission Details	Representative of
Mr SURENDRA KUMAR DUGAR Son of Late J M DUGAR 2B, DOVER ROAD, P.O:- BULLYGUNGE, P.S:- Bullygunge, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700019	Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No. ACUPD1317K,		SKY VIEW DEVELOPERS, P S GROUP REALTY LTD

Identifier Details		
Identifier Name & Address	Other Details	Identifier of
Mr DHIRAJ SETHIA Son of Mr N N SETHIA 83, TOPSIA ROAD (SOUTH), P.O:- GOBINDA KHATICK, P.S:- Topsia, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700046	Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of India,	Mr PITADIP KUMAR CHOPRA, Mr PRAKASH BHIMRAJKA, Mr SANTOSH KUMAR DUGAR, Mr BHABA SANKAR PRAMANIK

Gyana

Rudh Kumar
P. S. Kumar
Santosh Kumar
Sankar Pramanik



District Sub-Registrar-III
Alipore, South 24 Parganas

26 JUN 2015

Bank Details

Bank details have not been supplied

For information only

Land Details as per Land Record			
Sch No.	Property Location	Plot No & Khatian No. / Road Zone	Details of Land
L1	District: South 24-Parganas, P.S.- Topsia, Corporation KOLKATA MUNICIPAL CORPORATION, Road: Matheswartala Road, Premises No. 48, Premises No:48		DLRS Server does not return any information about RS P/c

Note:

1. If the given informations are found to be given incorrect, then the assessment made stands invalid.
2. Query is valid for 30 days for e-Payment only. Assessed market value is valid for 44 days.
3. Standard User charge of Rs. 175/- (Rupees one hundred seventy five) only includes all taxes per transaction upto 15 (fifteen) pages and Rs 6/- (Rupees six) only for each additional page will be applicable.
4. Online Payment of Stamp Duty and Registration Fees can be made if Stamp Duty Payable is more than Rs. 5000/-.
5. This e-Assessment report is to be signed by all Sellers and Buyers.
6. Web-based e-Assessment report will be provisional one and subject to final verification by Registering Officer.
7. Quoting of PAN no. of Seller and Buyer of a property is a must where the transaction involves a property valued at Rs. 5 lac or more (IT Rules).
If the party concerned do not have a PAN number, he/she will make a declaration in form no. 60 giving therein the particulars of such transaction.
8. Rs 50/- (Rupees fifty only) will be charged from the Applicant for issuing of this e-Assessment Slip (within Area).
9. If SD and Fees are not paid through GRIPS then mutation fee should be paid the concerned BLLRO office for Mutation.

Rahul Bhawan
Prakash
Satish Kumar

(Rajendra Prasad Upadhyay)
 DISTRICT SUB-REGISTRAR
 OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
 South 24-Parganas, West Bengal



District Sub-Registrar-III
Alipore, South 24 Parganas

26 JUN 2015

(1) PS GROUP REALTY LTD. [Income Tax PAN AABCP5390E], a company incorporated under the Companies Act, 1956 having its Registered Office at No. 83, Topsia Road (South), Police Station - Topsia, Post office - Gobindo Khatik, Kolkata- 700 046, represented by its Director Mr. Pradip Kumar Chopra, [Income Tax PAN ACAPC9922B], son of Late Motilal Chopra, residing at 52/4/1, Ballygunge Circular Road, Police Station - Ballygunge, Post office- Ballygunge, Kolkata - 700 019, hereinafter referred to as the "Owner No. 1"

(2) ANGIRA SALES PVT. LTD. [Income Tax PAN AAFC9336B], a private limited company incorporated under the Companies Act, 1956, having its Registered Office at 36/1A, Elgin Road, Police Station - Bhawanipore, Post office - Elgin Post Office, Kolkata - 700 020, represented by its Authorized Signatory Mr. Prakash Bhimrajka [Income Tax PAN ADGPB7657M], son of Late Bajrang Lal Bhimrajka, of 36/1A, Elgin Road Police Station - Bhawanipore, Post Office - Elgin Post Office, Kolkata - 700020, hereinafter referred to as the "Owner No. 2"

(3) BHUMI VINIMAY PVT. LTD. [Income Tax PAN AACCB9850C], a private limited company incorporated under the Companies Act, 1956, having its Registered Office at 36/1A, Elgin Road, Police Station - Bhawanipore, Post office - Elgin Post Office, Kolkata - 700 020, represented by its Authorized Signatory Mr. Prakash Bhimrajka [Income Tax PAN ADGPB7657M], son of Late Bajrang Lal Bhimrajka, of 36/1A, Elgin Road Police Station - Bhawanipore, Post Office - Elgin Post Office, Kolkata - 700020, hereinafter referred to as the "Owner No. 3"

(4) DEVKRIPA VANIJYA PVT. LTD. [Income Tax PAN AACCD4722H], a private limited company incorporated under the Companies Act, 1956, having its Registered Office at Duplex Flat No. R-1, Block P, Sherwood Estate, 169, N.S.C. Bose Road, Police Station - Narendrapur, Post office - Narendrapur, Kolkata- 700 103, represented by its Authorized Signatory Mr. Prakash Bhimrajka [Income Tax PAN ADGPB7657M], son of Late Bajrang Lal Bhimrajka, of 36/1A, Elgin Road Police Station - Bhawanipore, Post Office - Elgin Post Office, Kolkata - 700020, hereinafter referred to as the "Owner No.

4"

BHUMI VINIMAY PRIVATE LIMITED

Rahul Sharma

Director / Authorised Signatory

For DEMKRIPA VANIJYA PVT. LTD.

Rahul Sharma

Authorised Signatory / Director

Handwritten signature and stamp area with text: "Handwritten signature" and "DIRECTOR" in purple ink.

For P.K.C. & Associates Pvt. Ltd.

Sankar Kumar Dey

Director

SKD



For SREOME BUILDERS PVT. LTD.

Sankar Kumar Dey

Director / Authorised Signatory

SKD

Handwritten signature and text: "District Sub-Registrar-III Alipore, South 24 Parganas"

26 JUN 2015

NETI-2324

SURBARITA TIE UP PVT. LTD.

Pranab

Director

(Pranab Sankar Pramanik)

(5) P.K.C. & ASSOCIATES PVT. LTD. [Income Tax PAN AABCP4806B], a private limited company incorporated under the Companies Act, 1956, having its Registered Office situated at 12C, Chakraberia Road (North), Police Station – Ballygunge, Post office – Ballygunge, Kolkata – 700 020, represented by its Director, Mr.Santosh Kumar Dugar [Income Tax PAN AGRPD3021D], son of Late J M Dugar, residing at 52/4/1, Ballygunge Circular Road, Police Station – Ballygunge, Post office- Ballygunge, Kolkata – 700 019, hereinafter referred to as the “Owner No. 5”

(6) SREOME BUILDERS PVT. LTD. [Income Tax PAN AA ECS4070M, a private limited company incorporated under the Companies Act, 1956, having its Registered Office situated at 12C, Chakraberia Road (North), Police Station – Ballygunge, post office- Ballygunge, Kolkata – 700 020, represented by its Director, Mr.Santosh Kumar Dugar [Income Tax PAN AGRPD3021D], son of Late J M Dugar, residing at 52/4/1, Ballygunge Circular Road, Police Station – Ballygunge, Post office- Ballygunge, Kolkata – 700 019, hereinafter referred to as the “Owner No. 6”

(7) SURSARITA TIE UP PVT. LTD. [Income Tax PAN AALCS0491B], a private limited company incorporated under the Companies Act, 1956 having its Registered Office at P-17A, C.I.T. Scheme No. XLVIII, Ashutosh Chowdhury Avenue, Flat - G2, Post office- Ballygunge, Police Station - Kareya, Kolkata – 700 019, represented by its Director Mr. Bhaba Sankar Pramanik [Income Tax PAN AFQPP6876E], son of Basanta Kumar Pramanik, residing at 254/2B/1 N.S.C Bose Road, post office - Naktala, Police Station – Netaji Nagar, Kolkata – 700 047 hereinafter referred to as the “Owner No. 7” and

(8) PAR CARE RESEARCH & MEDICAL PVT. LTD. [Income Tax PAN AADCP0842K], a private limited company incorporated under the Companies Act, 1956 having its Registered Office situated at No. P-17A, Ashutosh Chowdhury Avenue, Post office - Ballygunge, Police Station – Kareya, Kolkata – 700 019, represented by its Director Mr. Bhaba Sankar Pramanik [Income Tax PAN AFQPP6876E], son of Basanta Kumar Pramanik, residing at 254/2B/1 N.S.C Bose Road, post office - Naktala, Police Station – Netaji Nagar, Kolkata – 700 047 , hereinafter referred to as the “Owner No. 8”

hereinafter Owner No.1, Owner No.2, Owner No.3, Owner No.4, Owner No.5, Owner No.6, Owner No.7 and Owner No.8 collectively referred to as the **OWNERS, wherever**

FOR PAR CARE RESEARCH & MEDICAL (P) LTD.

Gravitas

Director

140002 - IMPRESSIVE
DISPENSED WITH

M.D. 11

SKY VIEW DEVELOPERS

Amal Kumar Roy

Partner

Partner



Dhruv Saha

S/o 9 Narayan Moh Saha

83 Tapara Road (S)

Kolkata 700046, P.O. Tapara

P.O. Gokulnagar Khandola

Service

District Sub-Registrar-III
Alipore, South 24 Parganas

26 JUN 2016

required in this agreement ,which term or expression shall unless excluded by or repugnant to the subject or context shall mean and include their respective successors and/or successors in office/interest and assigns of the **ONE PART**

AND

SKY VIEW DEVELOPERS [Income Tax PAN ACCFS1223R] , a partnership firm carrying on business at Trinity Tower, 83 Topsia Road (South) Kolkata 700 046, Post office - Gobindo Khatik ,Police Station - Topsia, represented by one of its partner, P S Group Realty Ltd. [Income Tax PAN AABCP5390E], a company incorporated under the Companies Act, 1956 having its Registered Office at No. 83, Topsia Road (South), Police Station - Topsia, Post office - Gobindo Khatik, Kolkata-700 046 represented by its Director, Mr. Surendra Kumar Dugar, [Income Tax PAN ACUPD1317K), son of Late J M Dugar, residing at 2B, Dover Road, Police Station - Ballygunge, Post office-Ballygunge, Kolkata - 700 019, being one of the Partner , hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the present partner and/or partners and/or those who may be taken in and admitted as partner and/or partners and/or those who may carry on the business of Sky View Developers and their respective heirs, legal representatives, executors, administrators and assigns) of the **OTHER PART**

WITNESSES AS FOLLOWS:

WHERE AS:-

- A) The Owners are presently absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all that the various pieces and parcels of land containing by estimation an area of **124.30 Cottahs** (more or less) together with structures comprised in 48 Matheswartola Road, Kolkata 700046 Police Station - Pragati Maidan in the District of 24 Parganas South (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the said **PROPERTY**).
- B) The entirety of the said Property is presently being owned and occupied by the respective Owners in the manner set out in the Second Schedule.



District Registrar-III
Alipore, South 24 Parganas

26 JUN 2015

C) The Owners amongst themselves had agreed to cause the said Property to be developed and for the aforesaid purpose, were on the look out for a Developer to undertake the development thereof.

D) The DEVELOPER herein, on coming to know of the intention of the Owners to develop the Said property as mentioned above as part of its business activities approached the Owners with an offer to develop the into a residential apartment complex comprising of high rise residential apartment building/s with residential apartments of different dimensions constructed therein contained in one or more blocks and share the revenues arising from the sale of the same in the agreed ratio, pursuant to which the Developer has agreed to develop the same and sell the built up area together with the land and share the revenue with the Owners in the agreed ratio to which the Owners made the following representations:-

- (a) that the Owners are the absolute owners of their respective extents in the said Property and that they have a good, marketable and subsisting title over the same
- (b) that the said property is not subject to any attachments before or after judgment, acquisition/requisition proceedings, mortgage, charge and/lien of any kind, third party interest by way of prior agreements and/or agency coupled with interests or tax liabilities, attachment towards tax liability, nor has the Said Property been given as security for any purpose either directly or indirectly or made part of any surety in any case or court proceedings;
- (c) that there are no tenancy claims, minor claims lien or encumbrances of any kind on the Said Property;
- (d) that the Owners have not entered into any Agreement/arrangements for sale, lease, transfer or development of the Said Property with any other person;



District Registrar-III
Alipora, South 24 Parganas
26 JUN 2015

- (e) that the Owners are in peaceful and uninterrupted possession and enjoyment of the Said Property;
- (f) that there are no legal impediments in law or under any other statute for the development of the Said Property and there are no restrictive covenants, easements and/or servitudes;
- (h) that the entire Said Property is contiguous block of land with proper road access as described in the Schedule here under;
- (i) that the Said Property is free from all acquisition proceedings and the Owners have not received any notice for acquisition of the Said Property or portions thereof from any statutory authorities or other government departments and agencies ;
- (j) that the Owners have treated their respective portions in the Said Property as their business asset and have consequently disclosed the same as stock in trade in their respective books of accounts.

WHEREAS, based on the aforesaid representations of the Owners, the Developer in turn has made the following representations:-

- a) The Developer has the necessary expertise, experience, technical and financial ability to develop and construct the project envisaged on the Said Property.
- b) That the Developer has obtained a complete set of title records and connected documents relating to the Said Property from the Owners and pursuant thereto, has carried out due diligence on title through its Advocate/s and has fully satisfied itself on the clear and marketable title vesting in the hands of the Owners to the Said Property.
- c) That the Developer would be interested in undertaking the development of the Said Property entirely at their cost and expense by constructing thereupon a residential apartment complex comprising of residential buildings in one or



District Sub-Registrar-III
Alipore, South 24 Parganas

26 JUN 2016

more blocks consisting of various flats, units, apartments of different dimensions and other constructed spaces with common areas, facilities and amenities attached thereto with provision for car parking spaces meant for the exclusive use and enjoyment of the residents thereof by utilising the maximum Floor Area Ratio (F.A.R.) permissible under law (hereinafter referred to as the "project"), marketing the entire saleable super built area in the project and sharing the revenue arising out of the sale of the saleable super built area in the project and other connected and incidental revenues accruing and arising thereon with the Owners on the terms and conditions agreed to between them

NOW THIS AGREEMENT WITNESSETH and it is agreed by and between the parties hereto as follows:

ARTICLE I - DEFINITIONS

- 1.1 In this Agreement unless the context otherwise permits the following expressions shall have the meanings assigned to them as under:
- i) **ARCHITECT** shall mean Raj Agarwal & Associates of 8B Royd Street, Kolkata - 700 016 and/or such other person and/or persons appointed by the Developer for designing and planning of the said New Building and/or buildings forming part of the Housing Project.
 - ii) **ADVOCATE** shall mean such person or persons appointed by the Developer being the Advocate of the Developer
 - iii) **ASSOCIATION** shall mean any Association/Syndicate/Adhoc Committee or Registered Society that may be formed by the Developer upon completion of the said Project for the common purposes having such rules, regulations and restrictions as may be deemed proper and necessary but not inconsistent with the provisions and covenants herein contained.
 - iv) **BLOCKS** shall mean the various blocks and/or buildings to be constructed erected and completed at the said Property in accordance with the Plan to be sanctioned by the authorities concerned and to



District Sub-Registrar-III
Alipore, South 24 Parganas

26 JUN 2019

comprise in the said Housing Project with such modifications and/or alterations as may be deemed necessary by the Architect of the said project Building comprising of various flats, units, apartments, constructed spaces and car parking spaces capable of being held and/or enjoyed independent of each other, each block and/or buildings comprising of various self contained flats units apartments constructed spaces and car parking spaces to be ultimately held and/or enjoyed by various persons on ownership basis

- v) **CONSENTS** shall mean the planning permission and all other consents, licenses, permissions and approvals (whether statutory or otherwise) necessary or desirable for carrying out development, completion, use and occupation of the New Building and/or Buildings.

- vi) **COMMON AREAS, FACILITIES AND AMENITIES** - shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, overhead water tank, water pump and motor, drive-ways, common lavatories, ultimate roof, Generator, transformer, Effluent Treatment Plant, Fire Fighting systems and other facilities in the buildings, which may be decided by the Developer in its absolute discretion and provided by the Developer, and required for establishment, location, enjoyment, provisions, maintenance and/or management of the buildings in the said housing project.

- vii) **COMMON EXPENSES** - shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the intending purchasers and all other expenses for the Common Purpose including those to be contributed, borne, paid and shared by the intending purchasers of the said housing project. Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-charge.



District Sub-Registrar-III
Alipore, South 24 Parganas

26 JUN 2014

- viii) **COMMENCEMENT OF CONSTRUCTION** shall mean the date of the commencement of construction of the Housing Project after obtaining necessary approvals and sanctions from the Municipal authorities as per terms and conditions of sanctions, permits and approvals.
- ix) **DEVELOPMENT AGREEMENT** shall mean this Agreement.
- x) **DEVELOPER** shall mean the said **SKY VIEW DEVELOPERS** and shall mean and include the present partner and/or partners and/or those who may be taken in and admitted as partner and/or partners and/or those who may carry on the business of **SKY VIEW DEVELOPERS** and their respective heirs, legal representatives, executors, administrators and assigns.
- xi) **DISTRIBUTABLE REVENUE** shall mean proceeds from the sale of constructed area/saleable super built up area, in each of the phase of the said Project, including sale value of super built up space (inclusive all common areas), car parking space, garden area, terraces, balconies, club membership fees (if any) preferred location charges, floor rise charges and all other proceeds realized from the customers/purchasers of apartments in the project including interest on delayed payment of installments, cancellation charges, collected from customers/purchasers of the built up area in the said Project
- xii) **FLATS/UNITS/APARTMENTS** shall mean the various flats units apartment constructed spaces and car parking spaces to be comprised in the various blocks and/or buildings and to be substantially for residential purposes to be ultimately held and/or owned by various persons on ownership basis.
- xiii) **HOUSING PROJECT** shall mean the Housing project to be undertaken by construction erection and completion of new building and/or



District Registrar-III
Kolkata, South 24 Parganas

26 JUN 2019

buildings at the said Property as defined hereinafter and to be ultimately transferred to various intending purchasers on ownership basis.

- xiv) **INTENDING PURCHASERS** shall mean the persons intending to acquire the various flats, units, apartments, constructed spaces and car parking spaces on ownership basis.

- xv) **NON DISTRIBUTABLE REVENUE** shall mean the amounts collected by the Developer as electricity/water/generator charges legal fees, nomination charges, maintenance charges and maintenance deposit, contribution to sinking fund, taxes such as VAT, Service Tax, stamp duty and registration fees, tax assessment from the customers/purchasers of apartments/flats/units and other constructed areas in the Project.

- xvi) **OWNERS** shall mean the various companies and shall include their respective successor and/or successors in office/interest and assigns.

- xvii) **PLAN** shall mean all the Plans to be sanctioned by the authorities concerned and shall include such modifications and/or alterations as may be necessary and/or required from time to time.

- xvii) **PROFESSIONAL TEAM** shall mean the Architects, Structural Engineers, Mechanical and/or Electrical Engineers, Surveyors and/or such other professional engaged and/or contracted by the Developer from time to time.

- xviii) **PROJECT** shall mean the residential complex proposed to be developed on the said property comprising of residential buildings in one or more blocks consisting of various flats, units, apartments of different dimensions and other constructed spaces with common areas, facilities and amenities attached thereto with provision for car parking spaces meant for the exclusive use and enjoyment of the residents thereof.



District Sub-Registrar-III
Alipore, South 24 Parganas

26 JUN 2015

- xix) **PRE DEVELOPMENT COSTS** shall mean the aggregate of all costs charges and expenses including all fees payable to Architects, Engineers and other Agents, sanction fee, legal expenses and all amounts incurred by the Developer prior to the Commencement Date.
- xx) **REVENUE SHARING** shall mean the sharing of the revenues accruing and arising from sale of flats/apartments/ units and other constructed areas in the project between the Owners and the Developer in the ratio as recorded below in this agreement.
- xxi) **SAID PROPERTY** shall mean the Property described in the **FIRST SCHEDULE PROPERTY** hereunder written.
- xxii) **START DATE** shall mean the date of sanction of the Plan.
- xxiii) **SPECIFICATIONS** shall mean the specification with which the said new building and/or buildings shall be constructed, erected and completed as may be recommended by the Architect and consented to by both parties namely the Owners and the Developer. However, such specifications may be varied and/or be modified from time to time as may be mutually agreed upon by both the parties.
- xxiv) **SERVICES** shall mean the supply to and installation on the property of electricity, water, gas, telecommunications, drainage and other services.
- xxv) **TOTAL DEVELOPMENT COSTS** shall mean the aggregate of all costs, fees and expenses relating with development work only wholly and exclusively expended or incurred by the Developer as more fully described in Article V hereinafter.

ARTICLE II - INTERPRETATIONS

2.1 In this Agreement (save to the extent that the context otherwise so requires):



R
District Sub-Registrar-III
Alipore, South 24 Parganas

26 JUN 2019

- i) Any reference to any act of Parliament/Assembly whether general or specific, and shall include any modification, extension or re-enactment of it for the time being in force and all instruments, notifications, amendments, orders, plans, regulations, bye laws, permissions or directions any time issued under it.
- ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, supplemented or novated.
- iii) An obligation of the Developer in this Agreement to do something shall include an obligation to procure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, or allow the same to be done
- iv) Words denoting one gender shall include other genders as well.
- v) Words denoting singular number shall include the plural and vice versa.
- vi) A reference to a statutory provision includes a reference to any notification, modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modifications made in this Agreement from time to time in force as mutually agreed upon by the parties hereto.
- viii) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- ix) All the Schedules shall have effect and be construed as an integral part of this agreement.



District Sub-Registrar-III
Allpore, South 24 Parganas

26 JUN 2018

ARTICLE III - COMMENCEMENT DATE AND DURATION

- 3.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from 9th day of June 2015 (hereinafter referred to as the **COMMENCEMENT DATE**).
- 3.2 Unless terminated in the manner as hereinafter appearing this Agreement shall remain in full force and effect until such time the Project is completed in all respects.

ARTICLE IV - GRANT OF DEVELOPMENT RIGHT

- 4.1 In consideration of the mutual covenants on the part of the Developer herein to be paid, performed and observed and in further consideration of the Developer having agreed to undertake the development of the said Property and to incur all costs charges and expenses in connection therewith (hereinafter referred to as the **CONSTRUCTION COSTS**) subject to the Developer entering into this Development Agreements to enable the Developer to undertake development of the said Property, the Owners jointly and severally agree to grant the exclusive right of development in respect of the said Property unto and in favour of the Developer herein and in order to enable the Developer to implement the project on the said Property in accordance with the plan to be sanctioned by the authorities concerned. For this purpose, the Developer is hereby authorized and shall be entitled to:-
- i) apply for and obtain at its cost all consents, approvals, sanctions and/or permissions as may be necessary and/or required for undertaking development of the said Property.
 - ii) take such steps as are necessary to divert all pipes, cables or other conducting media in, under or above the Property or any adjoining or neighboring Property and which need to be diverted for undertaking the development work.



District Registrar-III
Alipore, South 24 Parganas

26 JUN 2015

- iii) install all electricity, gas, water, telecommunications, and surface and foul water drainage to the Property and shall ensure that the same connects directly to the mains.
- iv) serve such notice/notices and enter into such agreement/agreements with statutory undertakers or other companies as may be necessary to install the services.
- v) give all necessary or usual notices under any statute affecting the demolition and clearance of the Property and the development, give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said Property and pay all costs, fees and outgoings incidental to or consequential on, any such notice and indemnify and keep indemnified the Owners from and against all costs, charges, claims, actions, suits and proceedings.
- vi) remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the Plan and has agreed to keep the Owners and each one of them saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.
- vii) remain responsible for any accident and/or mishap caused by any act of the Developer while undertaking construction and completion of the said new building and/or buildings in accordance with the said Plan which may be sanctioned by authorities concerned and has agreed to keep the Owners saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.
- viii) comply and/or procure compliance with, all conditions attaching to the building permission and any other permissions which may be granted during the course of development.



District Sub-Registrar-III
Alipore, South 24 Parganas

26 JUN 2015

- ix) comply or procure compliance with, all statutes and any enforceable codes of practice of the Municipality or other authorities affecting the Property or the development.
- x) take all necessary steps and /or obtain all permissions approvals and/or sanctions as may be necessary and/or required and shall do all acts, deeds and things required by any statute and comply with the lawful requirements of all the authorities for the development of the said Property.
- xi) incur all costs, charges and expenses for the purpose of constructing, erecting and completing the said new building and/or buildings in accordance with the Plan to be sanctioned by the authorities concerned.
- xii) make proper provision for security of the said Property during the course of development.
- xiii) not allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said Property or any part or portion thereof.
- xiv) not expose the Owners to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architect, Engineer and other agents as may be necessary and/or required for the purpose of construction, erection and completion of the said new building.
- xv) to remain solely liable and/or responsible for all acts, deeds, matters and things for undertaking the project in accordance with the Plan and to pay perform and observe all the terms, conditions, covenants and obligations on the part of the Developer to be paid performed and observed.
- xvi) the Developer shall be entitled to borrow funds for the project from any banks or financial institution and for this purpose, the Developer shall be entitled to create an equitable mortgage by deposit of the Title Deeds



District Sub-Registry-III,
Alipore, South 24 Parganas

26 JUN 2015

of the said Property with any bank or financial institution and the Owners agree and undertake to sign and execute all deeds, documents and instruments as may be necessary and/or required from time to time.

ARTICLE V - TOTAL DEVELOPMENT COSTS

- 5.1 The Developer shall incur all developments costs including all costs, fees and expenses wholly and exclusively expended or incurred by the Developer, including, without limitation, the items listed below:
- i) The proper costs of obtaining planning permissions in respect of the development (including fees of the architects, surveyors or consultants relating thereto) together with planning and building regulation fees, fees payable to statutory undertakers and other fees necessary to secure all required consents and any costs in entering into and complying with any agreement or any legislature of similar nature
 - ii) The Pre Development Costs
 - ii) The proper costs of investigations, surveys, and tests in respect of soil, drains, and structures
 - iii) The proper costs to be incurred and/or payable to architects, surveyors, engineers, quantity surveyors or others engaged in respect of the development.
 - iv) The total cost to be incurred towards construction including the payments made towards contractors, material and equipment required for carrying out the implementation of the project.
 - v) all rates, water rates, or any other outgoings or impositions lawfully assessed in respect of the property or on the owner or occupiers of it in respect of the Development and all costs of maintaining and repairing the Development in so far as in all such cases the responsibility therefore is not assumed by or recoverable from any third party.
 - vi) The marketing costs including brokerage for sale of the super built up area.



Sub-Registrar-III
Allpore, South 24 Parganas
26 JUN 2019

- vi) All other sums properly expended or incurred by the Developer in relation to carrying out the completion of the Development
- vii) All proper costs and interests and other finance costs payable by the Developer for undertaking development
- viii) The Developer shall be solely responsible for meeting the marketing cost, brokerage, overheads, salary , promotions or any other cost etc which the Developer would incur in the marketing of the constructed area in any of the phases including brokerage payable to agents and property brokers.

ARTICLE VI - PLAN

- 6.1 The Developer has submitted to the Kolkata Municipal Corporation concerned in the name of the Owners for sanction and shall thereafter obtain the plan sanction from the Kolkata Municipal Corporation.
- 6.2 The said Plan has been prepared in a manner ensuring maximum utilization of the Floor Area Ratio (FAR) and the said Plan has been prepared by the Architect who will be engaged by the Developer.
- 6.3 It shall be the obligation and responsibility of the Developer to make payment of the fees of the Architects and sanction fee and in no event the Owners shall be liable to contribute any amount.
- 6.4 The Developer shall apply and obtain all necessary approvals, consents and/or sanctions as may be necessary and/or required for the purpose of the project and the Owners and each one of them hereby agree and undertake to sign and execute all such plan and/or other applications and/or papers as may be necessary and/or required for the purpose of obtaining sanction of the said Plan
- 6.5 The Developer in consultation with the Owners shall be entitled to have the said Plan revised and/or modified as and when required by the Architect or the authorities concerned.



District Sub-Registrar-III
Alipore, South, 24 Parganas
26 JUN 2015

- 6.6 On completion of the project, the Developer shall duly apply for and obtain at its cost a completion/ occupancy certificate from the Kolkata Municipal Corporation duly compounding any permissible deviation from the sanction plan and furnish a copy of the same to the Owners immediately thereafter.

ARTICLE VII - REPRESENTATIVES

7.1 APPOINTMENT OF OWNERS' REPRESENTATIVE

For the purpose of giving effect to this agreement and implementation thereof it has been agreed that Ram Naresh Agarwal, one of representative of the Owners shall be deemed to be the authorized representative for and on behalf of all of the Owners for the following purposes:-

- i) the giving and receiving of all notices, statements and information required in accordance with this agreement
- ii) Performance and responsibilities of the Owners in connection with the Development
- iii) For such other purposes for the purpose of facilitating the work of completion of the said project in terms of this Agreement

7.2 APPOINTMENT OF DEVELOPER'S REPRESENTATIVE

For the purpose of giving effect to this agreement and implementation thereof it has been agreed that Surendra Kumar Dugar shall be deemed to be the authorized representative of the Developer for the following purposes:

- i) the giving and receiving of all notices, statements and information required in accordance with this agreement
- ii) performance and responsibilities of the Developer in connection with the Development



District Sub-Registrar-III
Alipore, South 24 Parganas

26 JUN 2015

iii) For such other purposes for the purpose of facilitating the work of completion of the said project in terms of this Agreement

7.3 It is hereby expressly made clear that any act, deed or thing done by any of the authorized representatives shall be final and binding on the parties to whom such authorized representative belongs.

ARTICLE VIII - CONSTRUCTION AND COMPLETION

8.1 The Owners hereby covenants with the Developer that the owners are presently in complete vacant possession of the entirety of the said Property.

8.2 The Owners have agreed to grant a limited power to the Developer to enter upon the said Property as a licensee under a license as defined under Section 52 of the Indian Easements Act, 1882 only for enabling them to develop the said Property in accordance with the plan. It is specifically understood between the Parties that the permission given to the Developer to enter the Schedule Property for the purpose of development is a license granted to the Developer as understood under Section 52 of the Indian Easements Act, 1882 and cannot be construed as a possession given by the Owners to the Developer in part performance of this agreement of the nature referred to under Section 53A of the Transfer of Property Act, 1882 and is not a sale agreement in any form or manner. The parties further confirm that the Owners shall retain legal possession, domain and control over the Schedule Property till the same is sold either in whole or in parts to prospective purchasers after completion of the project.

8.3 Immediately after sanction of the said Plan and other permissions for undertaking construction is obtained the Developer shall -

i) immediately commence and/or proceed diligently to execute and complete the development and in this regard the Developer shall be entitled to demolish the existing building and/or structures standing thereon and all debris accruing there from shall belong to the Developer.



District Sub-Registrar-III
Alipora, South 24 Parganas

26 JUN 2015

- ii) proceed diligently and execute and complete the development in a good and workmanlike manner with good quality materials and/or as may be recommended by the Architect free from any latent or inherent defect
- iii) execute and complete the development in accordance with the approved plan and shall obtain all permissions which may be necessary and/or required and shall comply with the requirements of any statutory or other competent authority and the provisions of this agreement

ARTICLE IX - DEVELOPMENT

9.1 For the purpose of development of the said property the Developer has agreed:

- i) To appoint the professional team for undertaking development of the said Property
- ii) The Developer shall take all necessary action to enforce the due, proper and prompt performance and discharge by the other parties of their respective obligations under the building contract, any sub contracts or agreements with the Developer and the appointments of the members of its Professional Team and the Developer shall itself diligently observe and perform its obligations under the same.
- iii) The Developer has used and shall continue to use all reasonable skills and care in relation to the development, to the co-ordination management and supervision of the Building Contractor/other Contractors and the Professional Team, to selection and preparation of all necessary performance specifications and requirements and to design of the new building and/or buildings for the purposes for which is to be used or specific.
- iv) The approved plans have been and will be prepared competently and professionally so as to provide for a building free from any design defect and fit for the purpose for which it is to be used,



District Sub-Registrar-III
Alipore, South 24 Parganas

26 JUN 2015

- v) The Developer shall commence and proceed diligently to execute and complete the development:
 - a) in a good and workman like manner with good quality of materials of its several kinds free from any latent or inherent defect (whether of design, workmanship or materials)
 - b) in accordance with the Approved Plans, Planning Permissions and all planning permissions which may be granted for the development, the consents, any relevant statutory requirement and building regulations, the requirements of any statutory or other competent authority and the provisions of this agreement.
- vi) The Developer shall use its best endeavors to cause the Development to be practically completed in accordance with the provisions of this Agreement.

ARTICLE X - CONSTRUCTION AND COMPLETION

- 10.1 Unless prevented by circumstances under the force majeure as hereinafter appearing the said New Building and/or Buildings shall be constructed, erected and completed within a period of **48 (forty eight) months** from the date of sanction of the said Plan with a Grace Period of **6 (six) months** (hereinafter referred to as the **COMPLETION DATE**).
- 10.2 In addition to the above, the Developer shall not be treated in breach of the performance of obligations if the Developer is prevented from proceeding with the work of construction by the circumstances under Force Majeure as hereinafter stated.
- 10.3 The Developer shall apply for and obtain building materials for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity, power, drainage, and/ or gas to the New Building and other inputs and facilities required for the project.



District Sub-Registrar-III
Alipore, South 24 Parganas

26 JUN 2015

- 10.4 The Developer shall at its own costs and expenses and without creating any financial and other liability on the owners, construct and complete the New Building/s and various units/flats and/or apartments comprised therein in accordance with the sanctioned building plan and any amendment thereto or modification thereof made or caused to be made by the Developer.
- 10.5 All costs, charges and expenses including Architect's fees accruing due after the execution of this Agreement shall be paid borne and discharged by the Developer and the Owners shall bear no responsibility in this context.
- 10.6 The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of act or omission of the Developer in or relating to the construction of the said new Building and/or buildings.
- 10.7 The Developer hereby undertakes to keep the owners indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's action with regard to the development of the said Property and/or in the matter of construction of the said new building and/or for any defect therein.
- 10.8 If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise of the Developer or any person appointed by it, the same shall be on account of the Developer and the Owners shall be fully absolved of any liability or claims thereof or therefrom.
- 10.9 The Developer has further agreed to complete the said new building in all respects as per the specifications recommended by the Architect with top of the line building materials.



District Sub-Registrar-III
Alipore, South 24 Parganas

26 JUN 2015

ARTICLE XI - COMPENSATION FOR DELAY

- 11.1 In the event of delay in the receipt of Revenue for the Owners on account of the Developer failing to achieve practical completion of the project with in the time stipulated under this agreement , the Developer shall pay to the Owners, an amount of compensation of Rs. 10,00,000/- (Rupees Ten lakh only) per month or part thereof, which shall be remitted to the designated bank account of the Owners in addition to the distributable revenue transferred to the said designated bank account as mentioned in clause 14.1 below.
- 11.2 It is clarified that compensation payable for the sold units under any agreement/s with the purchaser of units in the Project due to delay in Completion or any reason whatsoever shall be borne solely by Developer and shall not be charged to the Project or its Revenue.

ARTICLE XII - SECURITY DEPOSIT

- 12.1 The Developer shall pay to land owners an interest free refundable security deposit of Rs.6,00,00,000/- (Rupees. Six Crores Only) as a performance guarantee for completion of the project, which shall be equally paid and distributed each of the Owners. The said security deposit shall be returned without any interest to the developer by the land owners after the completion of the project. The interest free refundable security deposit of Rs.6,00,00,000/- (Rupccs. Six Crores Only) shall be paid by the Developer to the Owners in the following manner:-
- a. An amount of Rs 7,50,000/- (Rupees Seven Lakhs and Fifty Thousand only) has been paid on this day by the Developer to Owner No. 1 by way of account payee cheque bearing no. 001829 dated 9/06/2015 drawn on Indian Bank, Sarat Bose Branch, Kolkata. the receipt of which the Owner No. 1 hereby acknowledges subject to realization.
 - b. An amount of Rs 7,50,000/- (Rupees Seven Lakhs and Fifty Thousand only) has been paid on this day by the Developer to Owner No. 2 by way of account payee cheque bearing no. 001809 dated 9/06/2015, drawn on Indian Bank, Sarat



District Sub-Registrar-III
Alipore, South 24 Parganas

26 JUN 2015

Bose Branch, Kolkata. the receipt of which the Owner No. 2 hereby acknowledges subject to realization.

- c. An amount of Rs 7,50,000/- (Rupees Seven Lakhs and Fifty Thousand only) has been paid on this day by the Developer to Owner No. 3 by way of account payee cheque bearing no. 001815 dated 08/06/2015 drawn on Indian Bank, Sarat Bose Branch, Kolkata. the receipt of which the Owner No. 3 hereby acknowledges subject to realization.
- d. An amount of Rs 7,50,000/- (Rupees Seven Lakhs and Fifty Thousand only) has been paid on this day by the Developer to Owner No. 4 by way of account payee cheque bearing no. 001825 dated 9/06/2015 drawn on Indian Bank, Sarat Bose Branch, Kolkata. the receipt of which the Owner No. 4 hereby acknowledges subject to realization.
- e. An amount of Rs 7,50,000/- (Rupees Seven Lakhs and Fifty Thousand only) has been paid on this day by the Developer to Owner No. 5 by way of account payee cheque bearing no. 001826 dated 9/06/2015 drawn on Indian Bank, Sarat Bose Branch, Kolkata. the receipt of which the Owner No. 5 hereby acknowledges subject to realization.
- f. An amount of Rs 7,50,000/- (Rupees Seven Lakhs and Fifty Thousand only) has been paid on this day by the Developer to Owner No. 6 by way of account payee cheque bearing no. 001830 dated 9/06/2015 drawn on Indian Bank, Sarat Bose Branch, Kolkata the receipt of which the Owner No. 6 hereby acknowledges subject to realization.
- g. An amount of Rs 7,50,000/- (Rupees Seven Lakhs and Fifty Thousand only) has been paid on this day by the Developer to Owner No. 7 by way of account payee cheque bearing no. 001828 dated 8/06/2015 drawn on Indian Bank, Sarat Bose Branch, Kolkata. the receipt of which the Owner No. 7 hereby acknowledges subject to realization.
- h. An amount of Rs 7,50,000/- (Rupees Seven Lakhs and Fifty Thousand only) has been paid on this day by the Developer to Owner No. 8 by way of account payee



District Sub-Registrar-III
Allpore, South 24 Parganas

25 JUN 2015

cheque bearing no 001827 dated 9/06/2015 drawn on Indian Bank, Sarat Bose Branch, Kolkata Kolkata. the receipt of which the Owner No. 8 hereby acknowledges subject to realization.

- II. a. The balance of Rs 67,50,000/- (Rupees Sixty Seven Lakhs and Fifty Thousand only) shall be paid by the Developer to the Owner No. 1 within seven days of obtaining the plan sanction for the project from the Kolkata Municipal Corporation.
- b. The balance of Rs 67,50,000/- (Rupees Sixty Seven Lakhs and Fifty Thousand only) shall be paid by the Developer to the Owner No. 2 within seven days of obtaining the plan sanction for the project from the Kolkata Municipal Corporation.
- c. The balance of Rs 67,50,000/- (Rupees Sixty Seven Lakhs and Fifty Thousand only) shall be paid by the Developer to the Owner No. 3 within seven days of obtaining the plan sanction for the project from the Kolkata Municipal Corporation.
- d. The balance of Rs 67,50,000/- (Rupees Sixty Seven Lakhs and Fifty Thousand only) shall be paid by the Developer to the Owner No. 4 within seven days of obtaining the plan sanction for the project from the Kolkata Municipal Corporation.
- e. The balance of Rs 67,50,000/- (Rupees Sixty Seven Lakhs and Fifty Thousand only) shall be paid by the Developer to the Owner No. 5 within seven days of obtaining the plan sanction for the project from the Kolkata Municipal Corporation.
- f. The balance of Rs 67,50,000/- (Rupees Sixty Seven Lakhs and Fifty Thousand only) shall be paid by the Developer to the Owner No. 6 within seven days of obtaining the plan sanction for the project from the Kolkata Municipal Corporation.
- g. The balance of Rs 67,50,000/- (Rupees Sixty Seven Lakhs and Fifty Thousand only) shall be paid by the Developer to the Owner No. 7 within seven days of



District Sub-Registrar-III
Allipore, South 24 Parganas

26 JUN 2015

obtaining the plan sanction for the project from the Kolkata Municipal Corporation. And

- h. The balance of Rs 67,50,000/- (Rupees Sixty Seven Lakhs and Fifty Thousand only) shall be paid by the Developer to the Owner No. 8 within seven days of obtaining the plan sanction for the project from the Kolkata Municipal Corporation.

ARTICLE XIII - REVENUE SHARING

- 13.1 Taking into account the marketing expertise which the Developer possesses, it has been agreed by and between the parties hereto that the total saleable super built up area in the project shall be sold and marketing by the Developer and in this regard, the Developer shall be entitled to and is hereby authorized to enter into agreement for sale and transfer in respect of the various flats units apartments constructed spaces and car parking spaces and the Owners agree to be parties to such agreements.
- 13.2 In consideration of the mutual covenants herein contained and in further consideration of the Owners have agreed to provide the said Property for the purpose of undertaking development thereof and in further consideration of the Developer having agreed to undertake development of the said Property it has been agreed by and between the parties hereto that the distributable revenue as generated consequent to the sale and transfer of the various flats. Units, apartments, other constructed spaces and car parking spaces forming a part of the project will be shared between the parties hereto in the proportion as hereinafter appearing and the amount which may become payable and/or receivable by the Owners is hereinafter referred to as the Owners' Share and the amount which is to be retained by the Developer in terms of this Agreement is hereinafter referred to as the Developer's Share.
- 13.3 It is further agreed between the Owners and the Developer that all revenue arising out of such sale shall be shared between the Owners and the Developer in the ratio of 45% to the Owners and 55% to the Developer. It is agreed and understood and clarified between the parties that the revenue share accruing



District Registrar-III
Alipore, South 24 Parganas

26 JUN 2015

the Owners is in essence, the consideration for transfer of undivided share of right, title and interest in the land in favour of the prospective purchasers of the apartments identified by the Developer and that revenue share accruing to the Developer is in essence the consideration for transfer of the super built area being developed by them in favour of the prospective purchasers of the apartments/ units/flats in the Project. It is further agreed that wherever built up areas are not sold and is commercially exploited and generate revenue. all rents, premium, deposits, license fee etc. collected from tenants and licensees shall be shared between the Owners and the Developer in the aforesaid agreed ratio of 45% to the Owners 55% to the Developer.

- 13.4 The Developer herein, who has been duly empowered to identify the purchasers of apartments in the project and enter into contracts for sale, construction and allied contracts, execute deeds of absolute conveyance in favour of such purchasers of apartments in the project, shall duly ensure that a separate agreement to sell is executed with every purchaser of apartment in the project in respect of land of the undivided share of land agreed to be sold to such purchaser and a separate construction agreement in respect of the residential apartment to be constructed for the purchaser. It has been expressly agreed to between the Owners and the Developer that the Owners will sell and convey only the undivided share of land to every purchaser proportionate to the super built up area of the apartment to be constructed for the purchaser by the Developer and that the Developer will sell and convey the super built up area in respect of the apartment to the Purchaser.
- 13.5 After the completion of the project, the Owners in respect of the undivided share of land and the Developer in respect of the saleable super built up area in the form of apartments/ flats/units/ and other constructed areas of the Project shall jointly execute a Deed or Deeds of Conveyance in favour of the intending buyers or its nominee(s) in such part or parts as may be requested by the Developer. All other costs like stamp fees, registration charges, etc. would be borne by the Transferees.



District Sub-Registrar-III
Alipore, South 24 Parganas

26 JUN 2015

13.6 The distributable revenue shall be shared amongst the Owners and the Developer in the manner following:-

Sl. No.	Name	on 100%
1	PS Group Realty Limited	5.625%
2	Angira Sales Pvt Ltd	5.625%
3	Bhumi Vinimay Pvt Ltd	5.625%
4	Devkripa Vanijya Pvt Ltd	5.625%
5	P.K.C Associates Pvt. Ltd.	5.625%
6	Sreome Builders Pvt. Ltd	5.625%
7	Sursarita Tie Up Pvt Ltd	5.625%
8	Par Care Research & Medical Pvt Ltd	5.625%
9	Sky View Developers	55%
	TOTAL	100.00%

13.7 The Developer shall be entitled to and is hereby authorized to

- i) appoint brokers and other agents for promoting the sale and transfer of the various flats, units, apartments, other constructed spaces and car parking spaces to form part of the Development in respect of the said Property.
- ii) To work out the strategy for promoting sale of the development in consultation with the owners.
- iii) To negotiate with intending purchasers for sale and transfer of the various flats units apartments constructed spaces and car parking spaces forming part of the said Property in the said Project at such price and on such terms and conditions as agreed to between the Owners and the Developer.



District Sub-Registrar III
Alipore, South Parganas

26 JUN 2015



District Sub-Registrar-III
Alipore, South 24 Parganas
26 JUN 2015

- (b) Thereafter, all the amounts received towards non distributable revenue shall be immediately transferred to the Developers designated account opened with the same bank and branch.
 - (c) Thereafter, out of the amounts received towards distributable revenue, 45% of the same will be transferred to the Owners designated account and 55% of the same will be transferred to the Developers designated account.
- 14.2 It has been further agreed between the Owners and the Developer that the Owners shall be entitled to its share of revenue on every sale made and from out of each installment of payment received under every sale made, from the purchasers of the apartments in the said Project.
- 14.3 At the end of every month, on or before 10th of every succeeding month, beginning from the date of launch of the said Project, the Developer shall send a statement of sales made, amount collected and deposited into the Project Account with calculation of 'Distributable Revenue', fallen to the share of the Owners and the Developer and the amounts transferred to Owners' bank account and Developer's bank account (supported by bank statements). Upon receipt of statement as above, the Owners shall sign the same in token of its confirmation and if the Owners are required to refund any amounts due to cancellations booking and/or termination on account of breach by the customers built up area in the said Project, the Owners shall forthwith refund their share to the Developer so as to enable the Developer to refund the amounts to such customer. For clarity, it has been clearly understood between the Owners and the Developer that the distribution of 'Distributable Revenue' is based on the amounts actually received and not on accrual basis.
- 14.4 On completion of the said Project, the Developer shall reconcile the entire accounts of the project. The Owners after satisfying about the correctness of the accounts shall give a written confirmation to the Developer that the Owners' Revenue share from the project is fully received or accounted for and in the



District Sub-Registrar-III
Alipore, South 24 Parganas

26 JUN 2015

event of amounts remaining outstanding or due from customers, the Developer shall certify the amounts payable to the Owner in respect of the same..

14.5 The Owners shall be entitled to copies of all agreements with customers/purchasers of apartments in the Project and the Developer agrees to provide the same as and when executed by the Developer.

14.6 The Developer will also be entitled to collect all the taxes , works contract and VAT, service tax, General Sales Tax (G.S.T.)as and when applicable, or any statutory payments, levied by whatever State, Central Government Body or Corporation from the purchaser of the built up area separately as applicable and the same will not be part of the Distributable Revenue. In case the Owners have taken allotment of physical built up area instead of revenue share ,above the Owners shall be required to bear and pay for this to the Developer to the extent of such allotment at the same rate as rest of the purchasers of built up area. It is hereby clearly agreed, understood and clarified between the parties that as the Developer is solely responsible for the construction and transfer of the super built area to prospective buyers of apartments, it will also be solely responsible for compliance with the relevant laws relating to VAT, Service Tax and General Sales Tax (G.S.T.)as and when applicable and will ensure prompt payment of the amounts collected from the customers towards these levies after claiming such rebates, reliefs and set offs available under law. Further, in this regard, the Developer shall duly indemnify and keep indemnified the Owners from all costs, losses or damages that the Owners may incur on account of any claims or demands made against the Owners by the VAT, Service Tax and/or General Sales Tax (G.S.T.) Authorities.

ARTICLE XV-MARKETING OF DEVELOPMENT\PRICING POLICY:

15.1 The Developer shall market the entire Project in the most prudent manner and in such a way that it is to the best advantage of the Owners and the Developer. This is an essential condition of this agreement and the Owners shall not be entitled to separately sell or market the Project without the written consent of the Developer. In the event the Owners have interested parties willing to

purchase the built up area the Owners may also refer all such interested persons to the Developer for evaluation and conclusion of sale.

- 15.2 The Developer will announce the launch price of each phase and shall make available to the Owners the pricing policy of the sale of the constructed area as and when the same are being announced, changed, modified including any promotion scheme etc. The Owners and the Developer shall also fix the minimum price for the sale of apartments every quarter after reviewing the price achieved in the previous quarter in a meeting to be held in the beginning of each quarter and the price so fixed shall be the minimum sale price for the sale of apartments in the said quarter .
- 15.3 The Developer shall not under any circumstance sell any apartment below the existing announced current minimum price, without the written consent of the Owners. The Developer shall also not do a downward revision of any of the prices already announced without the written consent of the Owners.
- 15.4 The Developer shall be entitled to brand the development and name of the project and the various buildings to be developed with such development and the same shall not be changed.
- 15.5 It is clarified that though the Owners are entitled to share the revenue/sale proceeds in the manner stated above, the Owners shall not be made liable for any claims from the customers of constructed area and the Developer shall be sole and exclusively responsible and liable to settle all customers claims be it for compensation for delay, quality of construction or any other kinds of damages claimed by the customers and any amounts paid by the Developer to customers on account such claims shall not be deducted from the revenue share of the Owners. The Owners are also not liable to share any losses which the Developer may incur in executing the Project due to any reason. It is however clarified that if there are any claims from the customer on account of the defect in title of the Owners to the Schedule Property or portions thereof or if the delay in completing the Project or any phase therein is on account of



District Sub-Registrar-III
Alipore, West Bengal

26 JUN 2015

defect in the title of the Owners to the Schedule Property or portions thereof, the Owners shall be liable to compensate the losses fully.

- 15.6 It is agreed between the Owners and the Developer that the Project shall be marketed by the Developer as a Development project with the Owners.

ARTICLE XVI - DOCUMENTATION

- 16.1 The parties hereto shall jointly appoint a common Advocate and/or Solicitor for the purpose of undertaking drafting and finalisation of the agreements for sale and/or deeds of conveyance with the intent and object that there is uniformity in the documents to be executed in favour of the intending purchasers

ARTICLE XVII - CONTRIBUTION OF CHARGES - DEPOSITS AND ADVANCES

- 17.1 **CHARGES** - All agreements which are to be entered into for sale and transfer of the various flats, units, apartments, constructed spaces and car parking spaces in the said housing project shall provide for making payment of the following amounts and the Developer alone shall receive such amounts from the intending purchasers:

- i. proportionate share of **CESC** Transformer charges/HT Services
- ii. proportionate share of Generator connection to the flat
- iii. proportionate share on account of recreational facilities to be provided for in the said housing complex for the benefit of the flat owners.
- iv. Any amount which may become payable in accordance with the prevailing laws and the rules framed thereunder.
- v. Such charges as may be determined for formation of a Society/Syndicate/Association/Company and/or Association of Flat owners.
- vi. By way of maintenance charges estimated for one year



District Sub-Registrar-II
Alipore, West Bengal

25 JUN 2016

- vii. Legal Charges
 - viii. VAT, Service Tax and GST as and when made applicable.
- 17.2 In addition to the above each of the Intending Purchasers in terms of the agreements to be entered into with them shall also be liable to keep in deposit and/or make payment by way of advances the proportionate share of municipal rates taxes and other outgoings estimated for one year or until such time mutation is effected in the name of the Intending Purchaser
- 17.3 For the aforesaid charges are indicative and the parties hereto from time to time may mutually agreed and/or decide to impose such further charges which are to be recovered and/or paid by the intending purchasers from time to time to the Developer.
- 17.4 **SINKING FUND** – In addition to the above and in order to maintain decency of the said new building to be constructed at the said Property and also for the purpose of making provision for any amount which may have to be incurred by way of capital expenditure each of the intending purchasers shall be liable to pay and/or to keep in deposit with the Developer such amount which may be required to be paid as and by way of Sinking Fund.
- 17.5 As and when the Developer enters into any agreement for sale and transfer of the flats, units, apartments, constructed spaces and car parking spaces it shall receive the payment of the aforesaid amount as stated in Clause 15.2 and 15.4, to be paid by the intending purchasers who in its turn after adjusting and appropriating the amount due and payable shall make over the balance to the such Society/Syndicate/Association/Company upon its formation.

ARTICLE XVIII - MAINTENANCE OF THE COMMON PARTS AND PORTIONS
FORMING PART OF THE SAID PROJECT:

- 18.1 The Developer shall be entitled to frame necessary rules and regulations for the purpose of regulating the user of the various units of the said project and each of the persons intending to and/or acquiring a unit/space in the said project



District Sub-Registrar-III
Alipore, South 24 Parganas

26 JUN 2015

shall be liable and agrees to observe such rules and regulations as shall be framed from time to time and shall also be liable to contribute the proportionate share on account of the maintenance charges to the maintenance company till such time the such Society/Syndicate/Association/Company is formed.

ARTICLE XIX - FORCE MAJEURE:

19.1 The Developer shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Developer to be performed and observed if it is prevented by any of the conditions herein below:-

- i) Fire
- ii) Natural calamity
- iii) Tempest
- iv) Local problem and/or local disturbance.
- v) Any prohibitory order from the court, Municipality and/or any other statutory authorities.
- vi) All other unavoidable circumstances beyond control of the Developer.

19.2 The Developer shall intimate to the Owners' representative in case of development works stopped due to any condition under Force Majeure which may affect the completion date of the project.

ARTICLE XX - HOLDING ORGANISATION

20.1 After completion of the said Project or so soon thereafter the Developer shall cause a Society/Syndicate/Association/Company to be formed for the purpose of taking over of the common parts and portions and also for the purpose of rendition of the common services and each of the persons acquiring a unit/space in the said new building and/or project shall be bound to become a member of such Society/Syndicate/Association/Company.

20.2 In the event of the control of the common parts and portions and the obligation of rendition of common services being entrusted by the Developer to any Facility Management Company (hereinafter referred to as the MANAGEMENT COMPANY) each of the persons acquiring a unit/space in the said new building



District Sub-Registrar-III
Altnoreah

28 JUN 2015

and/or project shall be liable and unconditionally agrees to make payment of the proportionate share of the maintenance charges to such Management Company without raising any objection whatsoever or howsoever

ARTICLE XXI - OWNERS'S OBLIGATIONS

- 21.1 The Owners have agreed:
- i) To co-operate with the Developer in all respect for development of the said Property in terms of this agreement
 - ii) To execute all deeds, documents and instruments as may be necessary and/or required from time to time
 - iii) For the purpose of obtaining all permissions approvals and/or sanctions to sign and execute all deeds, documents and instruments as may be necessary and/or required to enable the Developer to undertake construction of the New Building and/or Buildings in accordance with the said Plan
 - iv) The Owners will grant a General Power of Attorney in favour of the Developer or its nominee and/or nominees to enable the Developer to
 - a) Obtain all permissions approvals sanctions and/or consents as may be necessary and/or required including permission from the Fire Department, Police and other authorities.
 - b) To appoint Architect, Engineers, Contractors and other Agents.
 - c) Do all acts deeds and things for the purpose of giving effect to this agreement.
 - d) To execute the agreement for sale and Deed of conveyance in respect of the flats and undivided proportionate share in the land attributable to such saleable flats, units in favour of the Intending Purchases acquiring flats, units, apartments, constructed spaces



District Sub-Registrar-III
Alibem
26 JUN 2015

and car parking spaces in the said Property subject however to what is hereinafter appearing

IT IS BEING EXPRESSLY AGREED AND DECLARED that by virtue of the said Power of Attorney the Developer shall keep the owners and each one of them saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.

- 21.2 **TITLE DEEDS** - It has been agreed by and between the parties hereto that the Developer shall hold the said Title Deed in respect of the said Property .
- 21.3 The Owners have agreed and have covenanted with the Developer that during the continuance of this agreement they will not create any interest of any third party therein and in the event of there being any defect in title it shall be the obligation and responsibility of the Owners to remedy and/or cure such defects at their own cost and shall keep the Developer and/or its partners saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings including litigation costs.
- 21.4 The Owners and each one of them agree that they will not transfer or assign the benefit of this agreement to any other person and/or persons without the consent of the Developer in writing.

ARTICLE XXII- (DEVELOPER'S INDEMNITY)

- 22.1 The Developer hereby undertakes to keep the Owners indemnified and indemnify the owner against all third party claims and actions arising out of any sort of act or omission of the Developer in or relating to the construction of the said Building.
- 22.2 The Developer hereby undertakes to keep the Owners indemnified and indemnifies the Owners against all actions suits costs proceedings and claims that may arise out of the Developer's action with regard to the development of the said Property and/or in the matter of construction of the said Building and/or for any defect therein.



District Sub-Office ~~Alipore~~-III
Alipore, West Bengal

26 JUN 2015

22.3 If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise any act of the Developer or their agents, the same shall be on account of the Developer and the Owners shall be fully absolved of any liability or claim thereof or there from.

22.4 The Developer hereby undertakes that without prior written permission of the Owners and the other co-Owner, the Developer shall not assign and/or transfer is right under this Development Agreement to any other person/s whatsoever.

ARTICLE XXIII- BREACH OF TERMS

23.1 The Owners acknowledge that the Developer will be incurring a huge amount for causing the plan to be prepared, sanctioned and also for the purpose of undertaking various preliminary works for the purpose of undertaking development of the said property and as such it has been agreed that none of the parties shall be entitled to cancel and/or rescind this agreement and in the event of any breach on the part of any of the parties hereto all such disputes and differences shall be referred to Arbitration as hereinafter appearing and none of the parties shall be entitled to initiate any proceedings against the other without referring all such disputes and differences to arbitration and the Owners hereby undertake not to do any act deed or thing which may hinder and/or bring to a standstill the work of development.

ARTICLE XXIV- MUTUAL COVENANTS

24.1 It is hereby expressly made clear by and between the parties hereto that the whole object of the parties of entering into this agreement is to undertake development of the said Property by construction of new building and/or buildings thereon and to sell and transfer the various flats, units, apartments, constructed spaces and car parking spaces in favour of various intending purchasers and as such the parties have agreed to render all possible co-operation and assistance to each other.



District Registrar-III
Aligarh

26 JUN 2015

ARTICLE XXV- BORROWING

- 25.1 The Developer shall have the right and authorities to raise construction finance for development and construction of Building(s), from any Banks and/or Financial Institutions and/or Housing Finance Companies and/or Non-Banking Financial Companies upon such terms and conditions as may be applicable including by deposit of original title deeds by creating an equitable mortgage of the Said Property.

ARTICLE XXVI - ADJACENT LANDS:

- 26.1 The Owners are also the Owners of land contiguous to the said Property. It is hereby expressly agreed between the parties that on the request of the Developer the Owners shall be obligated to enter into this Development Agreement in respect of the said adjacent/contiguous plots on the terms and conditions as agreed between the parties and if the Developer decides to amalgamate the said property with the contiguous plots the Developer shall do so for which no further consent of the Owners shall be required. It is also agreed that the sale agreements to be entered into with the intending buyers shall contain this covenant and further that the Developer shall be entitled to undertake an integrated Development of the said Property and the contiguous lands and shall get fresh approvals and revised sanctions plans for making an integrated Development.

ARTICLE XXVII- GIFTED LAND:

- 27.1 The Owners have gifted land measuring 33.72 Cottahs to the Kolkata Municipal Corporation (KMC) out of the total land measuring 158 Cottahs from 48 Matheswartola Road. The Owners have assured the Developer that they are also entitled for an FAR in respect of such gifted land as agreed with the KMC and as such the Developer shall revise the plan when FAR of such gifted land is granted by the KMC and/or the said FAR can be consumed while the Developer is undertaking integrated Development of the said Property with the contiguous lands.



District Sub-Registrar-III
Alipore

26 JUN 1975

ARTICLE XXVIII-RELATIONSHIP OF THE PARTIES:

28.1 This Agreement does not create nor shall it in any circumstances be taken as having created a partnership between the parties nor can be construed as an Association of Persons and the rights and obligations of the parties shall be governed by the terms and conditions of this agreement.

ARTICLE XXIX- MISCELLANEOUS:

29.1 If any terms or provisions of this Agreement are found to be or interpreted to be inconsistent with the above clauses in the agreement at a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the provisions of this agreement shall prevail. This Agreement shall then stand modified to the extent determined necessary to comply with the said provisions. Such modifications will however not affect other parts of the Agreement. Notwithstanding the other provisions of this agreement the power to make such amendments/modifications as may become necessary shall vest with the Board of Directors/Partners which power shall be exercised reasonably in the best interest of the companies/firm concerned and their shareholders/partners and which power can be exercised at any time.

29.2 **NON WAIVER** - any delay tolerated and/or indulgence shown by either party in enforcing the terms and conditions herein mentioned or any tolerance shown shall not be treated or constructed as a waiver of any breach nor shall the same in any way prejudicially affect the rights of either party.

29.3 **ENTIRE AGREEMENT** - this agreement supersedes all document and/or writing and/or correspondence exchanged between the parties hereto till the date of execution of this agreement. Any addition alteration or amendment to any of the terms mentioned herein shall not be capable of being enforced by any of the parties unless the same is recorded in writing and signed by both the parties.



District Court - Region III
Alton, Illinois

26 JUN 2015

- 29.4 **NOTICES:** Notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid post with recorded delivery, or by fax addressed to the intended recipient at its address set out in this agreement or to such other address or telefax number as any party may from time to time duly notify to the others. Any such notice, demand or communication shall, unless the contrary is proved, be deemed to have been duly served (if given or made by fax) on the next following business day in the place or receipt (of if given by registered post with acknowledgement due) two days after posting and in proving the same it shall be sufficient to show, in the case of a letter, that the envelope containing the same was duly addressed, correctly stamped and posted and in case of a fax such telefax was duly dispatched to a current telefax number of the addressee.
- 29.5 No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any one of the parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy.
- 29.6 Time shall be the essence as regards the provisions of this agreement, both as regards the time and period mentioned herein and as regards any times or periods which may, by agreement between the parties be substituted for them.
- 29.7 If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.



District Sub-Registrar-III
Alirajpur

26 JUN 2015

- 29.8 Save as hereinbefore provided, termination of this agreement for any cause shall not release a party from any liability which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act or omission prior to such termination.
- 29.9 The Agreement (together with schedules, if any) the entire agreement between the parties and save as otherwise expressly provided, no modifications, amendments or waiver of any of the provisions of this agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto.
- 29.10 This agreement shall be binding on the parties hereto and their respective successors and assigns.
- 29.11 In the event of any ambiguity or discrepancy between the provisions of this agreement and the articles, then it is the intention that the provisions of this agreement shall prevail and accordingly the parties shall exercise all voting rights and other rights and powers available to them so as to give effect to the provisions of this Agreement and shall further, if necessary, procure any required amendment to the Articles.
- 29.12 Each party shall co-operate with the others and execute and deliver to the others such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

ARTICLE XXX- RATES & TAXES:

- 30.1 All municipal rates taxes and other outgoings including Khazana (hereinafter referred to as the **RATES & TAXES**) payable in respect of the said Property will be paid borne and discharged by the Developer till completion of the Housing Project.



District Registrar-III
Alinora, District III
26 JUN 2016

ARTICLE XXXI - ARBITRATION:

31.1 The parties as far as possible shall try and resolve all disputes and differences which may arise amicably but in the event of such differences and/or disputes are not capable of being amicably resolved after execution of the this Development Agreement all disputes or differences between the parties hereto in any way touching or concerning this Agreement or as to the interpretation scope or effect of any of the terms and conditions herein contained or as regards the rights and liabilities of the parties hereto shall be referred to arbitration or an arbitral forum under the provisions of the Arbitration and Conciliation Act 1996 comprising of three persons (Tribunal) one to be appointed by each of the parties and the third to be appointed by the two persons appointed by the parties

The Tribunal shall:-

- i) Proceed summarily and need not give any reasons for its award
- ii) Avoid all rules, procedures and/or evidences that can lawfully be avoided by mutual consent and/or directions by the parties
- iii) Fix the venue at Kolkata only.
- iv) Use English as the language for the proceedings
- v) Conduct the proceedings from day to day and for at least 5 hours per day if the same is acceptable to all parties
- vi) Not grant to either of the parties any extension of time and/or adjournment except on grounds beyond their control and only for such period as is the absolute minimum
- vii) Make and publish their Award within a period of six months from the date of entering upon the reference
- viii) Award damages along with the final award against the Party not complying with any interim award or order passed by the Tribunal
- ix) The award of the Tribunal shall be final and binding



District ~~Sub-Registrar-III~~
Alipore, South 24 Parganas.

26 JUN 2015



District Sub-Registrar-III
Alipore, South 24 Parganas.

26 JUN 2015

Chittacks (be the same a little more or less) comprised in C.S. Plot No. 355 corresponding to Khatin No. Old 437 new 769 in Division 4 Sub Division L Holding No. 210 of 24 Parganas Collectorate in Mouza Tangra, Touzi No. 2833 **AND ALL THAT** the various pieces and parcels of land containing by admeasurement an area of **3 Bighas 1 cottah 13 chittacks** (be the same a little more or less) **TOGETHER WITH** all structures standing thereon comprised in C. S. Plot Nos. 331 and 332, corresponding to Khatian Nos. 280 (Old) and 830, 831, 840, 841, 850 and 851 (New) which are lying and situate at Division 4 Sub Division "L" Holding No. 186 Touzi No. 2833 Mouza Tangra Police Station - Tangra (previously Tollygunge Police Station) in the District of 24 Parganas. within the limits of Kolkata Municipal Corporation for the consideration on the terms and conditions contained recorded in the said indenture.

- 2) By another indenture of Conveyance dated 23rd day of July 2008 and made between A Kong Tannery therein referred to as the Vendor of the First Part, Tung King Lu and Others therein referred to as the Confirming Parties of the Second Part and the Owners herein therein collectively referred to as the Purchasers of the Third Part and registered in the office of Additional Registrar of Assurances-I, Kolkata in Book No.I, CD Volume 78, Pages 6650 to 6678, being No. 08406 for the year 2008 the Owners herein became absolutely seized and possessed of and /or otherwise well and sufficiently entitled to **ALL THAT** the various pieces and parcels of land containing by admeasurement an area of **24 Decimal** equivalent to **14 cottah 8 chittacks 14 Sq. ft.** (be the same a little more or less) togetherwith structures standing thereon comprised in **C.S. Plot No. 354**, corresponding to **Khatian No. 333 (Old) and 821 (New)** in Division 4 Sub Division L of Dihi Panchannagram, Touzi No. 1298/2833, J. L. No. 5 Holding No. 211 of 24 Parganas Collectorate in Mouza Tangra, under Police Station - Jadavpur on the terms and conditions contained recorded in the said indenture.
- 3) Thus the owners became the absolute owners of the land with structures measuring about **158 Cottahs 0 Chittacks and 14 Sq. ft.** (Equivalent to 158.02 cottahs) (more or less).



District Sub-Registrar-III
Alipore, South 24 Parganas

26 JUN 2015

- 4) The Owners got the above said plot of lands assessed and mutated into single premises and the same was numbered as Premises No. 48, Matheswartola Road , Kolkata - 700 046 within the limits of the Kolkata Municipal Corporation.
- 5) By a Dced of Gift dated 18th day of July 2014 the owners gifted an area of land measuring 33.72 cottahs (more or less) to the Kolkata Municipal Corporation from Premises No. 48, matheswartola Road, Kolkata - 700 046 and the same was registered at the office of District Sub-Registrar-III, Alipore, South 24 Parganas in Book No.I, CD Volume No. 13, Pages from 7119 to 7131 being No. 05695 for the year 2014.
- 6) In the above-mentioned circumstances the owners herein are the absolute owners of land measuring about 124.30 cottahs (more or less) comprised in Premises No. 48, Matheswartola Road, Kolkata - 700 046



District Sub-Registrar-III
Alipore, South 24 Parganas

26 JUN 2015

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals to this Development Agreement on the day, month and year first above written

SIGNED SEALED AND DELIVERED by
The OWNERS in the presence of:-

1. Jayanti Pandit
Chawhati. (Netaim Blang)
Kt- 700/49.

2. H. S.
Aliyan patil co
Kt 23

PS GROUP REALTY LIMITED

[Signature]

Director

ANGIRA SALES PRIVATE LIMITED

[Signature]

Director / Authorised Signatory

BHUMI WINIMAY PRIVATE LIMITED

[Signature]

Director / Authorised Signatory

For DEVIRIPA VANIJYA PVT. LTD.

[Signature]

Authorised Signatory Director

For P.K.C. & Associates Pvt. Ltd.

[Signature]

Director

For SREOME BUILDERS PVT. LTD.

[Signature]

Director / Authorised Signatory

SURSARITA TIE UP PVT. LTD.

[Signature]

Director

For PAR CARE RESEARCH & MEDICAL (P) LTD.

[Signature]

Director



District Sub-Registrar-III
Alipore, South 24 Parganas

26 JUN 2015

SIGNED, SEALED AND DELIVERED

BY THE DEVELOPER at Kolkata

in the presence of:-

SKY VIEW DEVELOPERS

Sumit Kumar Singh

1. Jayamita Pandit -
Chaukati. (Netaji Blow)
1a - 700149.

Partner

Director

2. *K.S. Sh.*
Alipon police cu.
61-22

Prepared in my Office:

K.S. Sh.
Advocate

Alipon police cu.
61-22
F 1528/1534/00



District Sub-Registrar-III
Alipore, South 24 Parganas

26 JUN 2015

		Thumb	1st finger	middle finger	ring finger	small finger
 <i>Pradip Kumar Chopra</i>	left hand					
	right hand					

Name PRADIP KUMAR CHOPRA
 Signature *Pradip Kumar Chopra*

		Thumb	1st finger	middle finger	ring finger	small finger
 <i>Surendra Kumar Dugar</i>	left hand					
	right hand					

Name SURENDRA KUMAR DUGAR
 Signature *Surendra Kumar Dugar*

		Thumb	1st finger	middle finger	ring finger	small finger
 <i>Praveen Kumar Bhimrao</i>	left hand					
	right hand					

Name Praveen Kumar Bhimrao
 Signature *Praveen Bhimrao*

		Thumb	1st finger	middle finger	ring finger	small finger
 <i>Bhaba Sankar Pradhanik</i>	left hand					
	right hand					

Name BHABA SANKAR PRADHANIK
 Signature *Bhaba Pradhanik*



District Sub-Registrar-III
Alipore, South 24 Parganas
26 JUN 2015



	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name

Signature Santosh Kumar Singh

	Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand				
	right hand				

Name

Signature

	Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand				
	right hand				

Name

Signature

	Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand				
	right hand				

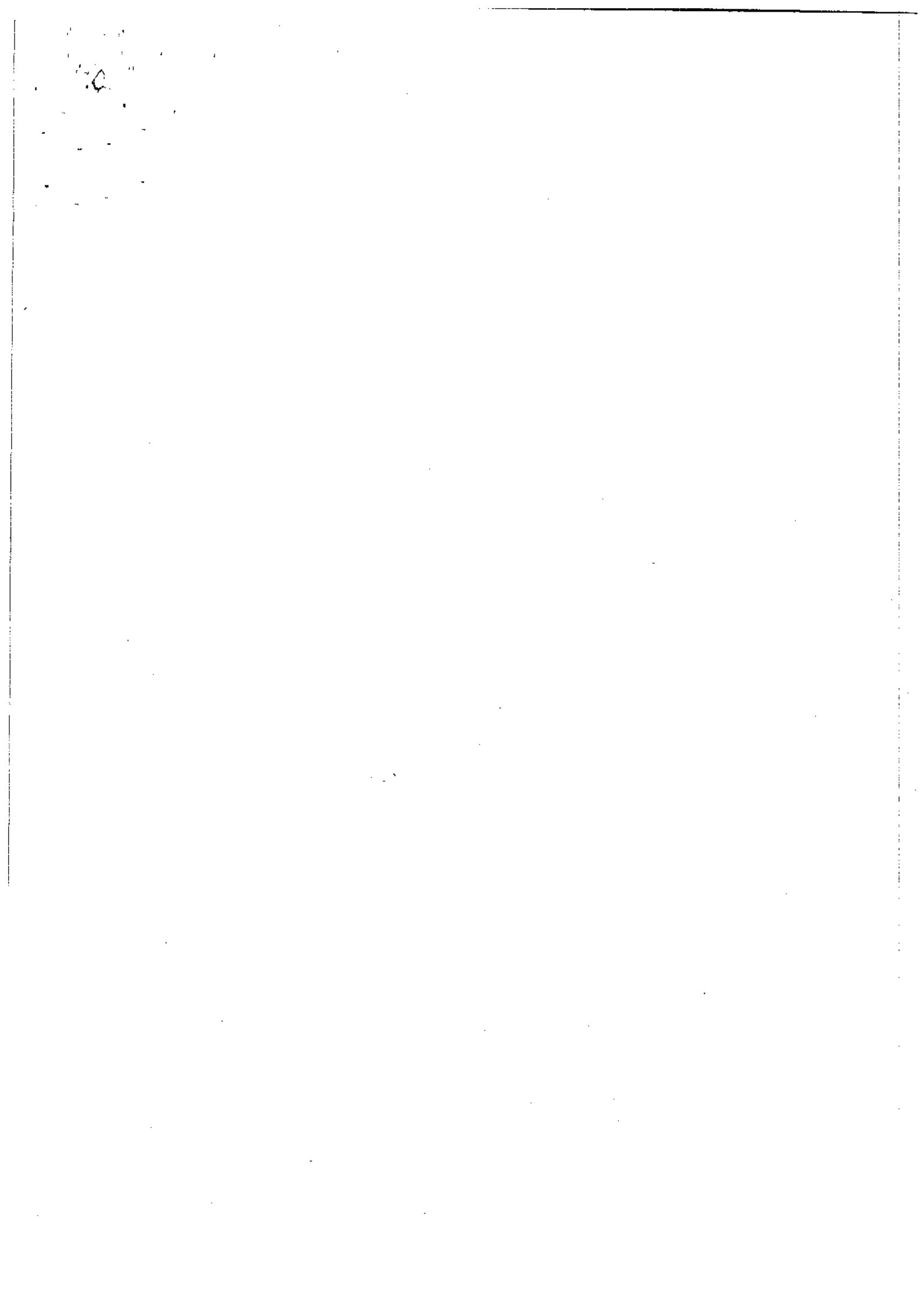
Name

Signature



District Sub-Registrar-III
Alipore, South 24 Parganas

26 JUN 2015



①

#####

DATED THIS DAY OF 2015

#####

BETWEEN

PS GROUP REALTY LIMITED & ORS.

... OWNERS

AND

SKY VIEW DEVELOPERS

.... DEVELOPER

Seller, Buyer and Property Details

A: Land Lord & Developer Details

Land Lord Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	<p>P S Group Realty Ltd 83 , Topsia Road South, P.O:- Gobindo Khatik, P.S:- Topsia, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700046 PAN No. aabcp5390e, Status : Organization Represented by representative as given below:-</p>
1(1)	<p>Mr PRADIP KUMAR CHOPRA Son of Late MOTILAL CHOPRA 52/4/1, BALLYGUNGE CIRCULAR ROAD, P.O:- BALLYGUNGE, P.S:- Bullygunge, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700019 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ACAPC9922B, Status : Representative Date of Execution : 09/06/2015 Date of Admission : 26/06/2015 Place of Admission of Execution : Pvt. Residence</p>
2	<p>Angira Sales Pvt Ltd 36/1a, Elgin Road, P.O:- Elgin, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700020 PAN No. aafca9336b, Status : Organization</p>
3	<p>Bhumi Vinimay Pvt Ltd 36/1a, Elgin Road, P.O:- Elgin, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700020 PAN No. aaccb9850c, Status : Organization</p>
4	<p>Devkripa Vanijya Pvt Ltd Sherwood Estate , 169 , N S C Bose Road, Block/Sector: Block P, Flat No: R-1, P.O:- Narendrapur, P.S:- Sonarpur, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700103 PAN No. aaccd4722h, Status : Organization Represented by their (2-4) representative as given below:-</p>



Land Lord Details

SL No.	Name, Address, Photo, Finger print and Signature
2-4 (1)	<p>Mr PRAKASH BHIMRAJKA Son of Late BAJRANG LAL BHIMRAJKA 36/1A, ELGIN ROAD, P.O:- ELGIN, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700020 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ADGPB7657M, Status : Representative Date of Execution : 09/06/2015 Date of Admission : 26/06/2015 Place of Admission of Execution : Pvt. Residence</p>
5	<p>P K C & Associates Pvt Ltd 12 C , Chakraberia Road North, P.O:- Ballygunge, P.S:- Ballygunge, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700020 PAN No. aabcp4806b, Status : Organization</p>
6	<p>Sreome Builders Pvt Ltd 12 C , Chakraberia Road North, P.O:- Ballygunge, P.S:- Ballygunge, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700020 PAN No. aaecs4070m, Status : Organization Represented by their (5-6) representative as given below:-</p>
5-6 (1)	<p>Mr SANTOSH KUMAR DUGAR Son of Late J M DUGAR 52/4/1, BALLYGUNGE CIRCULAR ROAD, P.O:- BULLYGUNGE, P.S:- Ballygunge, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700019 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AGRPD3021D, Status : Representative Date of Execution : 09/06/2015 Date of Admission : 26/06/2015 Place of Admission of Execution : Pvt. Residence</p>
7	<p>Sursarita Tie Up Pvt. Ltd P-17a, C I T Scheme No Xlvi I I I Ashutosh Chowdh, Flat No: G 2, P.O:- Ballygunge, P.S:- Karaya, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700019 PAN No. aalcs0491b, Status : Organization</p>



Land Lord Details

SL No.	Name, Address, Photo, Finger print and Signature
8	<p>PAR CARE RESEARCH & MEDICAL PVT LTD P-17A, ASHUTOSH CHOWDHURY AVENUE, P.O:- BALLYGUNGE, P.S:- Karaya, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700019 PAN No. AADCP0842K, Status : Organization Represented by their (7-8) representative as given below:-</p>
7-8 (1)	<p>Mr BHABA SANKAR PRAMANIK Son of Mr BASANTA KUMAR PRAMANIK 254/2B/1, N.S.C. BOSE ROAD, P.O:- NAKTALA, P.S:- Jadavpur, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700047 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AFQPP6876E, Status : Representative Date of Execution : 09/06/2015 Date of Admission : 26/06/2015 Place of Admission of Execution : Pvt. Residence</p>



Developer Details

SL No.	Name, Address, Photo, Finger print and Signature
1-	<p>SKY VIEW DEVELOPERS TRINITY TOWER, 83 TOPSIA ROAD (SOUTH), P.O:- GOBINDA KHATICK, P.S:- Topsia, Kolkata, District:- South 24-Parganas, West Bengal, India, PIN - 700046 PAN No. ACCFS1223R, Status : Organization</p>
2	<p>P S GROUP REALTY LTD 83, TOPSIA ROAD (SOUTH), P.O:- GOBINDA KHATICK, P.S:- Topsia, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700046 PAN No. AABCP5390E, Status : Organization Represented by their (1-2) representative as given below:-</p>
1-2 (1)	<p>Mr SURENDRA KUMAR DUGAR Son of Late J M DUGAR 2B, DOVER ROAD, P.O:- BULLYGUNGE, P.S:- Bullygunge, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700019 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ACUPD1317K, Status : Representative Date of Execution : 09/06/2015 Date of Admission : 26/06/2015 Place of Admission of Execution : Pvt. Residence</p>

B. Identifire Details**Identifier Details**

SL No.	Identifier Name & Address	Identifier of	Signature
1	<p>Mr DHIRAJ SETHIA Son of Mr N N SETHIA 83, TOPSIA ROAD (SOUTH), P.O:- GOBINDA KHATICK, P.S:- Topsia, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700046 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India,</p>	<p>Mr PRADIP KUMAR CHOPRA, Mr PRAKASH BHIMRAJKA, Mr SANTOSH KUMAR DUGAR, Mr BHABA SANKAR PRAMANIK, Mr SURENDRA KUMAR DUGAR</p>	

C. Transacted Property Details**Land Details**

Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details



Land Details

Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: South 24-Parganas, P.S:- Tópsia, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Matheswartala Road, , Premises No. 48, Premises No:48		124.3 Katha	1/-	24,86,00,078/ -	Proposed Use: Bastu, Property is on Road

Structure Details

Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
S1	On Land L1	2000 Sq Ft.	1/-	24,86,00,078/-	Structure Type: Structure
	Floor 0	2000 Sq Ft.		6,00,000/-	Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tin Shed, Extent of Completion: Complete

Transfer of Property from Land Lord to Developer

Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	Angira Sales Pvt Ltd	P S GROUP REALTY LTD	12.8184	6.25
	Angira Sales Pvt Ltd	SKY VIEW DEVELOPERS	12.8184	6.25
	Bhumi Vinimay Pvt Ltd	P S GROUP REALTY LTD	12.8184	6.25
	Bhumi Vinimay Pvt Ltd	SKY VIEW DEVELOPERS	12.8184	6.25
	Devkripa Vanijya Pvt Ltd	P S GROUP REALTY LTD	12.8184	6.25
	Devkripa Vanijya Pvt Ltd	SKY VIEW DEVELOPERS	12.8184	6.25
	P K C & Associates Pvt Ltd	P S GROUP REALTY LTD	12.8184	6.25
	P K C & Associates Pvt Ltd	SKY VIEW DEVELOPERS	12.8184	6.25
	P S Group Realty Ltd	P S GROUP REALTY LTD	12.8184	6.25
	P S Group Realty Ltd	SKY VIEW DEVELOPERS	12.8184	6.25
	PAR CARE RESEARCH & MEDICAL PVT LTD	P S GROUP REALTY LTD	12.8184	6.25
	PAR CARE RESEARCH & MEDICAL PVT LTD	SKY VIEW DEVELOPERS	12.8184	6.25
	Sreome Builders Pvt Ltd	P S GROUP REALTY LTD	12.8184	6.25
	Sreome Builders Pvt Ltd	SKY VIEW DEVELOPERS	12.8184	6.25
	Sursarita Tie Up Pvt. Ltd	P S GROUP REALTY LTD	12.8184	6.25
	Sursarita Tie Up Pvt. Ltd	SKY VIEW DEVELOPERS	12.8184	6.25



Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
S1	Angira Sales Pvt Ltd	P S GROUP REALTY LTD	125 Sq Ft	6.25
	Angira Sales Pvt Ltd	SKY VIEW DEVELOPERS	125 Sq Ft	6.25
	Bhumi Vinimay Pvt Ltd	P S GROUP REALTY LTD	125 Sq Ft	6.25
	Bhumi Vinimay Pvt Ltd	SKY VIEW DEVELOPERS	125 Sq Ft	6.25
	Devkripa Vanijya Pvt Ltd	P S GROUP REALTY LTD	125 Sq Ft	6.25
	Devkripa Vanijya Pvt Ltd	SKY VIEW DEVELOPERS	125 Sq Ft	6.25
	P K C & Associates Pvt Ltd	P S GROUP REALTY LTD	125 Sq Ft	6.25
	P K C & Associates Pvt Ltd	SKY VIEW DEVELOPERS	125 Sq Ft	6.25
	P S Group Realty Ltd	P S GROUP REALTY LTD	125 Sq Ft	6.25
	P S Group Realty Ltd	SKY VIEW DEVELOPERS	125 Sq Ft	6.25
	PAR CARE RESEARCH & MEDICAL PVT LTD	P S GROUP REALTY LTD	125 Sq Ft	6.25
	PAR CARE RESEARCH & MEDICAL PVT LTD	SKY VIEW DEVELOPERS	125 Sq Ft	6.25
	Sreome Builders Pvt Ltd	P S GROUP REALTY LTD	125 Sq Ft	6.25
	Sreome Builders Pvt Ltd	SKY VIEW DEVELOPERS	125 Sq Ft	6.25
	Sursarita Tie Up Pvt. Ltd	P S GROUP REALTY LTD	125 Sq Ft	6.25
	Sursarita Tie Up Pvt. Ltd	SKY VIEW DEVELOPERS	125 Sq Ft	6.25

D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	Dhiraj Sethia
Address	83 , Tapsia Road South, Thana : Tiljala, District : South 24-Parganas, WEST BENGAL, PIN - 700046
Applicant's Status	Advocate

Office of the D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas

Endorsement For Deed Number : I - 160304334 / 2015

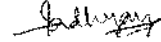
Query No/Year	16031000129453/2015	Serial no/Year	1603004553 / 2015
Deed No/Year	I - 160304334 / 2015		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Mr PRADIP KUMAR CHOPRA	Presented At	Private Residence
Date of Execution	09-06-2015	Date of Presentation	26-06-2015

Remarks

On 19/06/2015

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 24,92,00,078/-



(Rajendra Prasad Upadhyay)

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS

South 24-Parganas, West Bengal

On 26/06/2015

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

Presented for registration at 17:05 hrs on : 26/06/2015, at the Private residence by Mr PRADIP KUMAR CHOPRA ,.

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

Execution is admitted on 26/06/2015 by

Mr PRADIP KUMAR CHOPRA , P S Group Realty Ltd , 83 , Topsia Road South, P.O: Gobindo Khatik, Thana: Topsia , , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700046

Indetified by Mr DHIRAJ SETHIA, Son of Mr N N SETHIA, 83, TOPSIA ROAD (SOUTH), P.O: GOBINDA KHATICK, Thana: Topsia , , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700046, By caste Hindu, By Profession Service

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

Execution is admitted on 26/06/2015 by

1. Mr PRAKASH BHIMRAJKA , Angira Sales Pvt Ltd , 36/1a, Elgin Road, P.O: Elgin, Thana: Bhawanipore , , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700020

2. Mr PRAKASH BHIMRAJKA , Angira Sales Pvt Ltd , 36/1a, Elgin Road, P.O: Elgin, Thana: Bhawanipore , , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700020





25. Mr PRAKASH BHIMRAJKA, , Devkripa Vanijya Pvt Ltd , Sherwood Estate , 169 , N S C Bose Road, Sector: Block P, Flat No: R-1, P.O: Narendrapur, Thana: Sonarpur, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700103

26. Mr PRAKASH BHIMRAJKA, , Devkripa Vanijya Pvt Ltd , Sherwood Estate , 169 , N S C Bose Road, Sector: Block P, Flat No: R-1, P.O: Narendrapur, Thana: Sonarpur, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700103

27. Mr PRAKASH BHIMRAJKA, , Devkripa Vanijya Pvt Ltd , Sherwood Estate , 169 , N S C Bose Road, Sector: Block P, Flat No: R-1, P.O: Narendrapur, Thana: Sonarpur, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700103

Indetified by Mr DHIRAJ SETHIA, Son of Mr N N SETHIA, 83, TOPSIA ROAD (SOUTH), P.O: GOBINDA KHATICK, Thana: Topsia, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700046, By caste Hindu, By Profession Service

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

Execution is admitted on 26/06/2015 by

1. Mr SANTOSH KUMAR DUGAR, , P K C & Associates Pvt Ltd , 12 C , Chakraberia Road North, P.O: Ballygunge, Thana: Bullygunge, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700020

2. Mr SANTOSH KUMAR DUGAR, , P K C & Associates Pvt Ltd , 12 C , Chakraberia Road North, P.O: Ballygunge, Thana: Bullygunge, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700020

3. Mr SANTOSH KUMAR DUGAR, , P K C & Associates Pvt Ltd , 12 C , Chakraberia Road North, P.O: Ballygunge, Thana: Bullygunge, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700020

4. Mr SANTOSH KUMAR DUGAR, , P K C & Associates Pvt Ltd , 12 C , Chakraberia Road North, P.O: Ballygunge, Thana: Bullygunge, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700020

5. Mr SANTOSH KUMAR DUGAR, , Sreome Builders Pvt Ltd , 12 C , Chakraberia Road North, P.O: Ballygunge, Thana: Bullygunge, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700020

6. Mr SANTOSH KUMAR DUGAR, , Sreome Builders Pvt Ltd , 12 C , Chakraberia Road North, P.O: Ballygunge, Thana: Bullygunge, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700020

7. Mr SANTOSH KUMAR DUGAR, , Sreome Builders Pvt Ltd , 12 C , Chakraberia Road North, P.O: Ballygunge, Thana: Bullygunge, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700020

8. Mr SANTOSH KUMAR DUGAR, , Sreome Builders Pvt Ltd , 12 C , Chakraberia Road North, P.O: Ballygunge, Thana: Bullygunge, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700020

Indetified by Mr DHIRAJ SETHIA, Son of Mr N N SETHIA, 83, TOPSIA ROAD (SOUTH), P.O: GOBINDA KHATICK, Thana: Topsia, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700046, By caste Hindu, By Profession Service

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

Execution is admitted on 26/06/2015 by

1. Mr BHABA SANKAR PRAMANIK, , Sursarita Tie Up Pvt. Ltd , P-17a, C I T Scheme No Xlvi I I I Ashutosh Chowdh, Flat No: G 2, P.O: Ballygunge, Thana: Karaya, , City/Town: KOLKATA, South 24-Parganas, WEST



BENGAL, India, PIN - 700019

2. Mr BHABA SANKAR PRAMANIK, , Sursarita Tie Up Pvt. Ltd , P-17a, C I T Scheme No Xlvi I I I Ashutosh Chowdh, Flat No: G 2, P.O: Ballygunge, Thana: Karaya, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700019

3. Mr BHABA SANKAR PRAMANIK, , Sursarita Tie Up Pvt. Ltd , P-17a, C I T Scheme No Xlvi I I I Ashutosh Chowdh, Flat No: G 2, P.O: Ballygunge, Thana: Karaya, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700019

4. Mr BHABA SANKAR PRAMANIK, , Sursarita Tie Up Pvt. Ltd , P-17a, C I T Scheme No Xlvi I I I Ashutosh Chowdh, Flat No: G 2, P.O: Ballygunge, Thana: Karaya, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700019

5. Mr BHABA SANKAR PRAMANIK, , PAR CARE RESEARCH & MEDICAL PVT LTD , P-17A, ASHUTOSH CHOWDHURY AVENUE, P.O: BALLYGUNGE, Thana: Karaya, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700019

6. Mr BHABA SANKAR PRAMANIK, , PAR CARE RESEARCH & MEDICAL PVT LTD , P-17A, ASHUTOSH CHOWDHURY AVENUE, P.O: BALLYGUNGE, Thana: Karaya, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700019

7. Mr BHABA SANKAR PRAMANIK, , PAR CARE RESEARCH & MEDICAL PVT LTD , P-17A, ASHUTOSH CHOWDHURY AVENUE, P.O: BALLYGUNGE, Thana: Karaya, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700019

8. Mr BHABA SANKAR PRAMANIK, , PAR CARE RESEARCH & MEDICAL PVT LTD , P-17A, ASHUTOSH CHOWDHURY AVENUE, P.O: BALLYGUNGE, Thana: Karaya, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700019

Identified by Mr DHIRAJ SETHIA, Son of Mr N N SETHIA, 83, TOPSIA ROAD (SOUTH), P.O: GOBINDA KHATICK, Thana: Topsia, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700046, By caste Hindu, By Profession Service

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

Execution is admitted on 26/06/2015 by

1. Mr SURENDRA KUMAR DUGAR, , SKY VIEW DEVELOPERS , TRINITY TOWER, 83 TOPSIA ROAD (SOUTH), P.O: GOBINDA KHATICK, Thana: Topsia, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700046

2. Mr SURENDRA KUMAR DUGAR, , SKY VIEW DEVELOPERS , TRINITY TOWER, 83 TOPSIA ROAD (SOUTH), P.O: GOBINDA KHATICK, Thana: Topsia, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700046

3. Mr SURENDRA KUMAR DUGAR, , SKY VIEW DEVELOPERS , TRINITY TOWER, 83 TOPSIA ROAD (SOUTH), P.O: GOBINDA KHATICK, Thana: Topsia, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700046

4. Mr SURENDRA KUMAR DUGAR, , SKY VIEW DEVELOPERS , TRINITY TOWER, 83 TOPSIA ROAD (SOUTH), P.O: GOBINDA KHATICK, Thana: Topsia, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700046

5. Mr SURENDRA KUMAR DUGAR, , P S GROUP REALTY LTD , 83, TOPSIA ROAD (SOUTH), P.O: GOBINDA KHATICK, Thana: Topsia, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700046

6. Mr SURENDRA KUMAR DUGAR, , P S GROUP REALTY LTD , 83, TOPSIA ROAD (SOUTH), P.O: GOBINDA KHATICK, Thana: Topsia, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700046

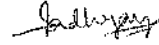
7. Mr SURENDRA KUMAR DUGAR, , P S GROUP REALTY LTD , 83, TOPSIA ROAD (SOUTH), P.O: GOBINDA KHATICK, Thana: Topsia, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN -



700046

8. Mr SURENDRA KUMAR DUGAR, , P S GROUP REALTY LTD , 83, TOPSIA ROAD (SOUTH), P.O: GOBINDA KHATICK, Thana: Topsia, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700046,

Identified by Mr DHIRAJ SETHIA, Son of Mr N N SETHIA, 83, TOPSIA ROAD (SOUTH), P.O: GOBINDA KHATICK, Thana: Topsia, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700046,
By caste Hindu, By Profession Service



(Rajendra Prasad Upadhyay)

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS

South 24-Parganas, West Bengal

On 29/06/2015

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 : 48(g) of Indian Stamp Act 1899.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 66,042/- (B = Rs 65,989/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 66,042/-

Description of Online Payment

1. Rs 66,042/- is paid, by online using Head of Account 0030-03-104-001-16, Bank: Indian Bank (IDIB000C001)

Payment of Stamp Duty

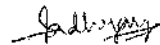
Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 74,921/-

Description of Stamp

1. Rs 100/- is paid on Impressed type of Stamp, Serial no 004096, Purchased on 09/01/2015, Vendor named A K Purkyastha.

Description of Online Payment

1. Rs 74,921/- is paid, by online using Head of Account 0030-03-104-001-16, Bank: Indian Bank (IDIB000C001)



(Rajendra Prasad Upadhyay)

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS







Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2015, Page from 24711 to 24786

being No 160304334 for the year 2015.



Digitally signed by RAJANDRA PRASAD
UPADHYAY

Date: 2015.07.07 18:18:10 -07:00

Reason: Digital Signing of Deed.

Rajendra Prasad Upadhyay

(Rajendra Prasad Upadhyay) 07/07/2015 6:18:09 PM

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

West Bengal.

(This document is digitally signed.)