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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

H 162284

Whereas that the agreement is admitted to registration; the signature (seal/stamp) of the concerned person/persons attached with this document is the part of this document;

[Handwritten Signature]

Additional District Sub-Registrar
Rajarhat, New Town, North 24 Parganas
02 DEC 2013

DEVELOPMENT AGREEMENT

1. Date: 2nd December 2013
2. Place: Kolkata
3. Parties
 - 3.1 **Kutubuddin Mondal**, son of Late Keramat Ali Mondal, by faith – Muslim, by occupation – Business, by nationality – Indian, residing at Majher Aait, Police Station and Post Office Rajarhat, District North 24 Parganas.

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[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

REALTECH NIRMAN PVT. LTD.
[Handwritten Signature]
Sh. Nalin
Director

নম্বর : 660 .

সন ও তারিখ : 08-07-13 .

দেওয়ান নাম : Sh. Nazim

ঠিকানা : T-68, T.M. Road, Kot-LS7.

মূল্য : 1000 (Rupees One thousand only).

ভেদ :
বারাসাত কোর্ট

জেলা : উত্তর ২৪ পরগণা

খরিদ তার : 26 JUN 2013

মোট টাকার পরিমাণ : RS.200000

দেওয়ান বারাসাত

দেওয়ান : শ্রী সত্যজিৎ বোস



Additional District Sub-Registrar
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Mirza Paul,
80 Subhas Ch. Paul
ap. 718 Tagoria Main Road,
P.S. - Baganati
Kolkata - 700157

- 3.2 **Gour Mohan Dey**, son of Late Indubhusan Dey, by faith – Christian, by occupation – Business, by nationality – Indian, residing at Rekjoani, Police Station and Post Office Rajarhat, District North 24 Parganas, Kolkata 700 135.
- 3.3 **Debasish Dey**, son of Late Indubhusan Dey, by faith – Christian, by occupation – Business, by nationality – Indian, residing at Rekjoani, Police Station and Post Office Rajarhat, District North 24 Parganas, Kolkata 700 135.
- 3.4 **Dipali Dey**, wife of Gour Mohan Dey, by faith – Christian, by occupation – Housewife, by nationality – Indian, residing at Rekjoani, Police Station and Post Office Rajarhat, District North 24 Parganas, Kolkata 700 135.
- 3.5 **Kajuri Dey**, wife of Debasish Dey, by faith – Christian, by occupation – Housewife, by nationality – Indian, residing at Rekjoani, Police Station and Post Office Rajarhat, District North 24 Parganas, Kolkata 700 135.
- 3.6 **Chandrani Dutta**, wife of Sabyasachi Dutta, by faith – Hindu, by occupation – House wife, by nationality – Indian, residing at Rekjoani, Station and Post Office Rajarhat, District North 24 Parganas, Kolkata 700 135.

(collectively **Owners**, includes successors- in-interest and/or assigns)

And

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

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

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

4. Subject Matter of Agreement

- 4.1 **Development of Said Property:** Understanding between the Owner and the Developer with regard to development (in the manner specified in this Agreement) of (1) demarcated *bagan* land measuring 29 (twenty nine) decimal, equivalent to 17 (seventeen) *cottah* 08 (eight) *chittack* 32 (thirty two) square feet, more or less, out of 50 (fifty) decimal, comprised in R.S./L.R. *Dag* No.

Chandrani Dutta

Gour Mohan Dey
Chandrani Dutta

Debasish Dey
Kajuri Dey

Dipali Dey

REALTECH NIRMAN PVT. LTD.

Shishir Gupta

Sh. Nasir
 Director



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367, recorded in L.R. *Khatian* Nos. 553, 558 & 559, *Mouza* Rekjoani, J.L. No. 13, Police Station Rajarhat, Sub-Registration Office Rajarhat (formerly Bidhannagar, Salt Lake City), within Rajarhat-Bishnupur 1 No. *Gram Panchayat* (RBGP-I), District North 24 Parganas (**First Property**) **And (2)** demarcated *basti* measuring 15 (fifteen) decimal, equivalent to 9 (nine) *cottah* 1(one) *chittak* 9 (nine) square feet, more or less, comprised in R.S./L.R. *Dag* No. 368, recorded in R.S. *Khatian* No. 1868, L.R. *Khatian* Nos. 553, 4424 & 4425, *Mouza* Rekjoani, J.L. No. 13, Police Station Rajarhat, Sub-Registration Office Rajarhat (Bidhannagar, Salt Lake City), within Rajarhat-Bishnupur 1 No. *Gram Panchayat* (RBGP-I), District North 24 Parganas (**Second Property**). The First Property and the Second Property **totaling to** land measuring 44 (forty four) decimal, equivalent to 26 (twenty six) *cottah* 09 (nine) *chittak* 41 (forty one) square feet, more or less, all morefully and collectively described in the 1st **Schedule** below (collectively **Said Property**) and delineated on the **Plan** attached hereto and bordered in colour **Green** thereon, by construction of a ready-to-use residential-commercial buildings on the Said Property (**Project**).

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

5. Representations, Warranties and Background

5.1 **Owner's Representations:** The Owners have represented and warranted to the Developer as follows:

5.1.1 **Ownership of Indubhushan Dey and other:** Ahibhushan Dey, Indubhushan Dey and Bindubhushan Dey was the recorded owner of (1) land measuring 29 (twenty nine) decimal, more or less, comprised in R.S. *Dag* No. 367, R.S. *Khatian* No. 1454 **And (2)** land measuring 20 (twenty) decimal, more or less, comprised in R.S. *Dag* No. 368, R.S. *Khatian* No. 1868, *Mouza* Rekjoani, J.L. No.13, Police Station Rajarhat, District North 24 Parganas, along with other properties (**Mother's Property**).

5.1.2 **Demise of Indubhushan Dey:** Indubhushan Dey, a Christian, governed by the Indian Succession Act, 1925, died intestate, leaving behind his surviving his wife namely Pritilata Dey and 3 (three) sons, namely, Gour Mohan Dey (Owner No. 3.2 herein), Sharadindu Dey, Debasish Dey (Owner No. 3.3 herein) and 2 (two) daughters namely, Shikha Dey and Lekha Rani Dey [collectively **Legal Heirs of Indubhushan Dey**] as his only surviving legal heirs and heiresses, who jointly and equally inherited the absolute right, title and interest of Indubhushan Dey's share in Mother Property.

5.1.3 **Partition Suit amongst legal heirs of Indubhushan Dey and Ahibhushan Dey:** While seized and possessed of the Mother Property, a dispute raised amongst themselves and finding no other alternative, some the Legal Heirs of Indubhushan Dey and others filed a Partition Suit for Partition in the year 1984, before the Court of Learned 5th Asst. District Judge at Alipore, vide Title Suit No. 121/84, for clear identification of the individual ownership of the plots.

Rajesh Kumar Das

Gour Mohan Dey
 Chandrani Dutta
 Debasish Dey
 Kajwari Dey
 Dipali Dey

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 Shikha
 Director



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- 5.1.4 **Compromise by Filing Solenama:** During the continuance of the suit, after prolonged sessions of discussion amongst themselves in presence of some respectable people of the locality, one SOLENAMA in respect of the aforesaid Title Suit was made amongst themselves and submitted the same before the Ld. 5th Asst. District Judge at Alipore, who after verifying the same passed an Order, being 66 dated 13/11/1986 and in that circumstances, the Legal Heirs of Indubhushan Dey and others became the owners of the Mother Property which are given below :

Party	R.S. / L.R. Dag No.	Mouza	Demarcated Area (Dec)	Classification
Legal Heirs of Indubhushan Dey	367	Rekjoani	29 Decimal	Bagan
	368		10 Decimal	Bastu
			along with other properties	
Bindubhusan Dey	368	Rekjoani	05 Decimal	Bastu
			along with other properties	
Ezmali Ownership-Ahibhushan Dey, Indubhushan Dey and Bindubhusan Dey, in the Second Property	368	Rekjoani	05 Decimal	Bastu
			along with other properties	

- 5.1.5 **First Partition Deed by Legal Heirs of Indubhushan Dey:** By virtue of a Deed of Partition, dated 6th February 1988 (**Partition Deed**), registered in the Office of the Additional District Sub-Registrar at Bidhannagar (Salt Lake), recorded in Book No. I, Volume No. 18, Pages from 33 to 44, Being No. 853 for the year 1988, Gour Mohan Dey, Sharadindu Dey, Debasish Dey, being first Party therein, was allotted on partition (1) land measuring 29 (twenty nine) decimal, comprised in R.S./L.R. Dag No. 367 **And** (2) land measuring 10 (ten) decimal, comprised in R.S./L.R. Dag No. 368, both under *Mouza* Rekjoani, J.L. No. 13, Police Station Rajarhat, Sub-Registration Office Bidhannagar (Salt Lake City) within RBGP-I, District North 24 Parganas along with other plots of land, morefully described in the **Schedule-2** of the Partition Deed (collectively **Gour Mohan Dey and others' Property**).

- 5.1.6 **Second Partition Deed by Gour Mohan Dey and others:** By virtue of a Deed of Partition, dated 10th September 1992 (**Partition Deed**), registered in the Office of the Additional District Sub-Registrar at Bidhannagar (Salt Lake), recorded in Book No. I, Being No. 8522 for the year 1992, and in that circumstances, Gour Mohan Dey, Sharadindu Dey, Debasish Dey, have demarcated their own plats and joint right in of the Gour Mohan Dey and others' Property which are given below :

Gour Mohan Dey
Chandrani Dutta
Debasish Dey
Kajwari Dey
Dipali Dey

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S.K.S.K. - / S.N. Das
Director

Raj Mohan Dey



Additional District Sub-Registrar
Bakerhet, New Town, North 24 Parkside

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Party	R. S. / L.R. Dag No.	Mouza	Demarcated Area (Decimal)	Classification
Gour Mohan Dey	368	Rekjoani	10.00 Decimal	Bastu
Sharadindu Dey	367	Rekjoani	12.75 Decimal	Bagan
Debasish Dey	367	Rekjoani	12.75 Decimal	Bagan
Ezmali Ownership Gour Mohan Dey, Sharadindu Dey and Debasish Dey, in the First Property.	367	Rekjoani	3.50 Decimal	Bagan

- 5.1.7 **Mutation:** Gour Mohan Dey, Sharadindu Dey, Debasish Dey mutated their name in the records of Land Revenue Settlement vide L.R. *Khatian* No. 553, 558, 559 with respect to Gour Mohan Dey and others' Property.
- 5.1.8 **Sale to Kutubuddin Mondal:** By a Deed of Conveyance dated 6th August, 2004, registered in the Office of the District Sub Registrar - II, North 24 Parganas, Barasat, in Book No. 1, CD Volume No. 1, at Page 1 to 13, being Deed No. 04301 for the year 2005, Sharadindu Dey sold to Kutubuddin Mondal (Owner No. 3.1 herein) land measuring 12.75 (twelve point seven five) decimal, more or less, comprised in R.S. *Dag* No. 367, R.S. *Khatian* No. 1454 corresponding to L.R. *Khatian* No. 558, Mouza Reckjoani, J.L. No. 13, Police Station Rajarhat, District North 24 Parganas, out of Gour Mohan Dey and others' Property.
- 5.1.9 **Sale to Kutubuddin Mondal and others:** By a Deed of Conveyance dated 9th April 2013, registered in the Office of the Additional District Sub-Registrar at Rajarhat, in Book No. 1, CD Volume No. 6, at Page 8865 to 8884, being Deed No. 04134 for the year 2013, Gour Mohan Dey, Sharadindu Dey, Debasish Dey jointly sold to Kutubuddin Mondal (Owner No. 3.1 herein), Dipali Dey (Owner No. 3.4 herein) and Kajuri Dey (Owner No. 3.5 herein) land measuring 3.50 (three point five zero) decimal, being *ezmali* First Property, comprised in R.S. *Dag* No. 367, R.S. *Khatian* No. 1454 corresponding to L.R. *Khatian* Nos. 553, 558, 559, Mouza Reckjoani, J.L. No. 13, Police Station Rajarhat, District North 24 Parganas, out of Gour Mohan Dey and others' Property.
- 5.1.10 **Ownership of Ezmali Second Property:** In the aforesaid SOLENAMA in respect of the aforesaid Title Suit was made amongst themselves and submitted the same before the Ld. 5th Asst. District Judge at Alipore, who after verifying the same passed an Order, being 66 dated 13/11/1986 and in that circumstances, Ahibhusan Dey, Legal Heirs of Indubhushan Dey @ Indra Bhusan Dey and Bindubhusan Dey have become the joint, absolute and undisputed owner of *Ezmali* Second Property.
- 5.1.11 **Demise of Pritilata Dey :** Pritilata Dey, a Christian, governed by the Indian Succession Act, 1925, died intestate, on 25.08.2004, leaving behind her surviving 3 (three) sons, namely, Gour Mohan Dey, Sharadindu Dey, Debasish Dey and 2 (two) daughters namely, Shikha Rani Dey and Lekha Rani Dey, as

Gour Mohan Dey
 Chandrani Dutta
 Debasish Dey
 Kajuri Dey
 Dipali Dey

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 Shikha Rani Dey
 Director



Additional District Sub-Registrar
Balerhat, New Town, North 24 Parganas

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her only surviving legal heirs and heiresses, who jointly and equally inherited the absolute right, title and interest of **Pritilata Dey's** share in *Ezmali* Second Property.

- 5.1.12 **Demise of Sikha Rani Dey:** Sikha Rani Dey, a Christian, governed by the Indian Succession Act, 1925, died intestate as spinster, leaving behind her surviving 3 (three) brothers, namely, Gour Mohan Dey, Sharadindu Dey, Debasish Dey and 1 (one) sister namely, Lekha Rani Dey, as her only surviving legal heirs and heiresses, who jointly and equally inherited the absolute right, title and interest of **Sikha Rani Dey's** share in *Ezmali* Second Property.
- 5.1.13 **Demise of Ahibhusan Dey:** Ahibhusan Dey, a Christian, governed by the Indian Succession Act, 1925, died intestate, on 05.01.1986, leaving behind his surviving his wife namely Bina Dey, and 2 (two) sons, namely, Haru Dey and Sarajit Dey and 6 (six) daughters namely, Chandra Dey, Aparajit Dey, Rama Sarkar @ Ruma Sarkar, Shampa Naskar, Dipti Biswas and Madhumita Dey @ Supia Ahamded [collectively **Legal Heirs of Ahibhusan Dey**] as his only surviving legal heirs and heiresses, who jointly and equally inherited the absolute right, title and interest of Ahibhusan Dey's share in *Ezmali* Second Property.
- 5.1.14 **Demise of Bina Dey:** Bina Dey, a Christian, governed by the Indian Succession Act, 1925, died intestate, on 11.02.2004, leaving behind his surviving 2 (two) sons, namely, Haru Dey and Sarajit Dey and 6 (six) daughters namely, Chandra Dey, Aparajit Dey, Rama Sarkar @ Ruma Sarkar, Shampa Naskar, Dipti Biswas and Madhumita Dey @ Supia Ahamded [collectively **Legal Heirs of Bina Dey**] as his only surviving legal heirs and heiresses, who jointly and equally inherited the absolute right, title and interest of Bina Dey's share in *Ezmali* Second Property.
- 5.1.15 **Demise of Bindubhusan Dey:** Bindubhusan Dey, a Christian, governed by the Indian Succession Act, 1925, died intestate, on 30.06.1999, leaving behind his surviving his 5 (five) sons, namely, Nabarun Dey, Dibyendu Dey, Arabinda Dey, Biswajit Dey & Sajalindu Dey and also successors of his predeceased daughter Malabika Dey @ Aleya Khatun Bibi, died intestate, on 28.05.1996 her husband Asraf Ali @ Asraf Ali Mondal and son Sabir Ali and married daughter Kakali Paul as her heirs and successors in interest [collectively **Legal Heirs of Bindubhusan Dey**] as his only surviving legal heirs and heiresses, who jointly and equally inherited the absolute right, title and interest of Bindubhusan Dey's share in *Ezmali* Second Property.
- 5.1.16 **Ownership of Ezmali Second Property:** In the aforesaid circumstances, Gour Mohan Dey, Sharadindu Dey, Debasish Dey, Lekha Rani Dey, Haru Dey, Sarajit Chandra Dey, Aparajit Dey, Rama Sarkar @ Ruma Sarkar, Shampa Naskar, Dipti Biswas and Madhumita Dey @ Supia Ahamded, Nabarun Dey, Dibyendu Dey, Arabinda Dey, Biswajit Dey, Sajalindu Dey, Asraf Ali @ Asraf Ali Mondal, Sabir Ali, Kakali Paul, have become the joint, absolute and undisputed owner of *Ezmali* Second Property, each of them having their respective shares therein. The details of each share of present owners are given hereby.

Gour Mohan Dey
 Chandrani Dutta
 Debasish Dey
 Kajuri Dey
 Dipali Dey

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 Shishir
 S. N. Saha
 Director

M. S. Saha



Additional District Sub-Registrar
Malabarhat, New Town, North 24 Parganas

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Names of Owners	Legal Heirs of Recorded Owners	Quantum of Land (in decimal)
Gour Mohan Dey	Indubhushan Dey <i>alias</i> Indra Bhusan Dey	181.5
Sharadindu Dey		181.5
Debasish Dey		181.5
Lekha Rani Dey		181.5
Nabarun Dey	Bindubhusan Dey	121
Dibyendu Dey		121
Arabinda Dey		121
Biswajit Dey		121
Sajalindu Dey		121
Asraf Ali @Asraf Ali Mondal		40.33
Kakali Paul		40.33
Sabir Ali		40.33
Haru Dey	Ahibhusan Dey	90.75
Sarajit Dey		90.75
Chandra Dey		90.75
Aparajit Dey		90.75
Rama Sarkar @ Ruma Sarkar		90.75
Shampa Naskar		90.75
Dipti Biswas		90.75
Madhumita Dey@ Supia Ahamed		90.75

5.1.17 **First Sale to Chandrani Dutta:** By a Deed of Conveyance dated 09th April 2013, registered in the Office of the Additional District Sub-Registrar at Rajarhat, in Book No. I, CD Volume No. 6, at Page 8844 to 8864, being Deed No. 04132 for the year 2013, Gour Mohan Dey, Lekha Rani Dey @ Lekha Chatterjee and Debasish Dey jointly sold to Chandrani Dutta (Owner No. 3.6 herein) land measuring 544.50 (five forty four point five zero) square feet equivalent to 0 (zero) cottah 12 (twelve) chittacks 04.50 (zero four point five zero) sq.ft. including 100 sq.ft. more or less of cemented flooring Tiles Shed, in R.S. Dag No. 368, R.S. Khatian No. 1868, corresponding to L.R. Khatian Nos. 553,559 and 4425, Mouza Reckjoani, J.L. No. 13, Police Station Rajarhat, District North 24 Parganas, being a portion of the Said Property.

5.1.18 **Second Sale to Chandrani Dutta:** By a Deed of Conveyance dated 11th March 2013, registered in the Office of the Additional District Sub-Registrar at Rajarhat, in Book No. I, CD Volume No.5, at Page 2567 to 2598, being Deed No. 03109 for the year 2013, Sajalindu Dey, Sharadindu Dey, Haru Dey, Aparajita Biswas, Dipti Biswas, Madhumita Dey@ Supia Ahamed, Nabarun Dey, Dibyendu Dey, Arabindu De, Biswajit Dey, Asraf Ali @ Asraf Ali Mondal @ Asraf Ali Mondal, Sabir Ali, Kakali Paul @ Kakuli Pal jointly sold to Chandrani Dutta (Owner No. 3.6 herein) land measuring 1270.50 Square Feet, more or less, equivalent to 1(One) cottah 12 (twelve) Chittacks 10.50 (ten point fifty) sq.ft. including 100 sq.ft. more or less of cemented flooring Tiles Shed, comprised in R.S. Dag No. 368, R.S. Khatian No. 1868 corresponding to L.R.

Gour Mohan Dey
Lekha Rani Dey
Chandrani Dutta
Debasish Dey
Rajwari Dey
Dipali Dey

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S. K. S. Sinha
Director



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Khatian Nos. 4424, 4425, Mouza Reckjoani, J.L. No. 13, Police Station Rajarhat, District North 24 Parganas, being a portion of the Said Property.

- 5.1.19 **Third Sale to Chandrani Dutta:** By a Deed of Conveyance dated 19th April 2013, registered in the Office of the Additional District Sub-Registrar at Rajarhat, in Book No. I, CD Volume No.7, at Page 2740 to 2762, being Deed No. 04515 for the year 2013, Sarajit Dey, Chandra Dey, Rama Sarkar @ Ruma Sarkar and Shampa Naskar jointly sold to Chandrani Dutta (Owner No. 3.6 herein) land measuring 363 square feet, more or less, equivalent to 0 (zero) cottah 8(eight) Chittacks 3(three) sq.ft. including 100 sq.ft. more or less of cemented flooring Tiles Shed comprised in R.S. Dag No. 368, R.S. Khatian No. 1868 corresponding to L.R. Khatian Nos. 4424, Mouza Reckjoani, J.L. No. 13, Police Station Rajarhat, District North 24 Parganas, being a portion of the Said Property.
- 5.1.20 **Absolute Ownership:** In the aforesaid circumstances, the Owners have become the joint, absolute and undisputed owners of out of Gour Mohan Dey and others' Property and *Ezmali* Second Property. The Said Property being the Gour Mohan Dey and others' Property and *Ezmali* Second Property and is the subject matter of this Development Agreement.

The Ownership of the said Property is distributed in the following ways:

Present Owners	Mouza	R.S./L.R. Dag No.	Khatian No.	Area in Decimal
Kutubuddin Mondal	Reckjoani	367	558	13.91
Gour Mohan Dey	Reckjoani	368	553	10.00
Debasish Dey	Reckjoani	367	559	12.75
Dipali Dey	Reckjoani	367	553	1.17
Kajuri Dey	Reckjoani	367	559	1.17
Chandrani Dutta	Reckjoani	368	4424 & 4425	5.00

- 5.1.21 **Owners have Marketable Title:** The right, title and interest of the Owners in the Said Property are free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage, lien and *lispendens*.
- 5.1.21 **Owners to Ensure Continuing Marketability:** The Owners shall ensure that title of the Owners to the Said Property continues to remain marketable and free from all encumbrances till the completion of the development of the Said Property.
- 5.1.22 **No Requisition or Acquisition:** The Said Property is at present not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise.
- 5.1.23 **Owners have Authority:** The Owners have full right, power and authority to enter into this Agreement.

Gour Mohan Dey
 Chandrani Dutta
 Debasish Dey
 Kajuri Dey
 Dipali Dey
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 Sushanta
 Sh. Nalin
 Director



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- 5.1.24 **No Prejudicial Act:** The Owners have neither done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement.
- 5.2 **Developer's Representations:** The Developer has represented and warranted to the Owners as follows:
- 5.2.1 **Infrastructure and Expertise of Developer:** The Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.
- 5.2.2 **Financial Arrangement:** The Developer is and during the tenure of this Agreement shall remain competent to arrange the financial inputs required for development of the Said Property, *inter alia* by way of construction of the New Buildings on the Said Property.
- 5.2.3 **No Abandonment:** The Developer shall not abandon, delay or neglect the project of development of the Said Property and shall accord the highest priority, financial as well as infrastructural, to the development of the Said Property.
- 5.2.4 **Developer has Authority:** The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.
- 5.3 **Decision to Develop:** The Owners decided to develop the Said Property. Pursuant thereto, preliminary discussions were held with the Developer for taking up the development of the Said Property by constructing the Project
- 5.4 **Finalization of Terms Based on Reliance on Representations:** Pursuant to the above and relying on the representations made by the Parties to each other as stated above, final terms and conditions [superceding all previous correspondence and agreements (oral or written) between the Parties] for the Project are being recorded by this Agreement.
6. **Basic Understanding**
- 6.1 **Development of Said Property by Construction of New Buildings:** The Parties have mutually decided to take up the Project, i.e. the development of the Said Property by construction of the New Buildings thereon on co-venture basis, with (1) specified inputs and responsibility sharing by the Parties and (2) exchange with each other of their specified inputs.
- 6.2 **Nature and Use of Project:** The Project shall be constructed in accordance with architectural plan (**Building Plans**) to be prepared by the Architect/s appointed by the Developer from time to time (**Architect**) and sanctioned by the Rajarhat Bishnupur 1 No. *Gram Panchayat* and other statutory authorities concerned with sanction (collectively **Planning Authorities**), as a ready-to-use residential-commercial buildings with specified areas, amenities and facilities to be enjoyed in common.

28/8/2018 or 28/8/2018

Governing and Dev. Debasis Dey
 Chandrani Sutta
 Kajuri Dey
 Dipali Dey

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 Shishir Saha
 Director



*Additional District Sub-Registrar
Balarhat, New Town, North 24 Parganas*

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7. Appointment and Commencement

- 7.1 **Appointment:** The Parties hereby accept the Basic Understanding between them as recorded in Clause 6 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Pursuant to and in furtherance of the aforesaid confirmations, the Owners hereby appoint the Developer as the developer of the Said Property with right to execute the Project and the Developer hereby accepts the said appointment by the Owners.
- 7.2 **Commencement:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.

8. Sanction and Construction

- 8.1 **Sanction of Building Plans:** The Developer (as the agent of the Owners but at its own costs and responsibility) shall, at the earliest, obtain from the Planning Authorities, revalidation/ modification/alteration of the Building Plans, if required. In this regard it is clarified that (1) full potential of FAR of the Said Property shall be utilized for construction of the Project (2) the Developer shall obtain all sanctions, permissions, clearances and approvals needed for the Project (including final/modified sanction of the Building Plans and Occupancy Certificate) and (3) all costs and fees for sanctions/ revalidation /modification /alteration, permissions, clearances and approvals shall be borne and paid by the Developer.
- 8.2 **Architect and Consultants:** The Owners confirm that the Owners have authorized the Developer to appoint the Architect and other consultants to complete the Project. All costs, charges and expenses in this regard including professional fees and supervision charges, shall be paid by the Developer and the Owners shall have no liability or responsibility.
- 8.3 **Construction of New Buildings:** The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owners construct, erect and complete the Project on the Said Property comprising of a residential-commercial building and Common Portions (defined in Clause 8.5 below), in accordance with the sanctioned Building Plans.
- 8.4 **Completion Time:** With regard to time of completion of the Project, it has been agreed between the Parties that subject to Circumstances Of Force Majeure (defined in Clause 24.1 below), the Developer shall complete the entire process of development of the Said Property and construct, erect and complete the New Buildings within a period of 24 (twenty four) months from the date of obtaining Conversion Certificate or from the dated Sanction of Building Plan or from the date of handing over *khas*, vacant, peaceful and physical possession of the entirety of the Said Property by the Owners to the Developer, whichever is later and also the Completion Date may be extended by a period of 6 (six) months (**Extended Period**) at the option of the Developer (**Completion Time**) besides the Developer shall pay Rs. 10,000/- per month to the Owner Nos. 3.1 to 3.3 as

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Kajwari Dey
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Calcutta, New Town, North 24 Parganas*

02 DEC 2013



**Additional District Sub-Registrar
Balarhat, New Town, North 24 Parganas**

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for intending buyer, (2) sanction/revalidate/modify/alter the Building Plans by the Planning Authorities, (3) obtain all necessary permissions from different authorities in connection with construction of the Project and for doing all things needful for development of the Said Property by construction of new residential-commercial building/s (4) construction of the Project and (5) booking and sale of the Developer's Allocation (defined in Clause 12.1 below).

- 10.2 **Amalgamation and Extension of Project:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby undertake that the Owners shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to amalgamate the Said Property with the adjoining plots for extension of the Project and use of Common Portions.
- 10.3 **Further Acts:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby undertake that the Owners shall execute, as and when necessary, all papers, documents, plans, common portion etc. for enabling the Developer to perform all obligations under this Agreement.

11. Owners' Allocation

- 11.1 **Owners' Allocation:** The Owners shall be entitled to (1) 47% (forty seven percent) of the construction FAR (as per the Building Plans) against the Said Property in the New Buildings. [i.e. the land area of the individual owner multiplied by the total constructed area, divided by the total land area (as per the Building Plans)] against the Said Property in the New Buildings. The Parties have agreed that the Developer shall allot respective allocations to the Owners of the New Buildings (the details of such demarcation shall be recorded in a separate instrument) and in the event full allotment is not made out then the balance area of allotment shall be adjusted against monetary consideration (2) 47% (forty seven percent) share, against the sanctioned FAR of the Said Property as per the sanctioned Building Plans, in the roof of the New Buildings including the area for access to Common Portions and (3) an interest free deposit of Rs. 62,00,000/- (Rupees sixty two lac) only which shall be either adjusted against their allocation in the Said Property or refunded back to the Developer, and this deposit shall pay in two phase (i) at the time of execution this present Rs. 31,00,000 (Rupees thirty one lac) only (ii) balance sum of Rs. 31,00,000 (Rupees thirty one lac) only after obtaining the sanction plan (collectively **Owners' Allocation**). It is clarified that the Owners' Allocation shall include undivided, impartible and indivisible 47% (forty seven percent) against the Said Property in (1) the Common Portions of the New Buildings and (2) the land contained in the Said Property. It is further clarified that the Possession Letter/s shall be issued by the Developer to the Owners at the time of handing over possession of the Owners' Allocation. The Owners' Allocation shall be heritable and freely transferable.

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12. Developer's Allocation

- 12.1 **Developer's Allocation:** The Developer shall be fully and completely entitled to (1) the entirety of the remaining 53% (fifty three percent) of the construction FAR (as per the Building Plans) against the Said Property in the New Buildings. and (2) 53% (fifty three percent) of the construction FAR (as per the Building

Yours faithfully
 Chandrani Dutta
 DIPALI Dey

Subasish Dey
 Kajuri Dey.

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 S. N. Nagin
 Director



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Baharhat, New Town, North 24 Parganas

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Plans) against the Said Property as per the sanctioned Building Plans, in the roof of the New Buildings including the area for access to Common Portions (collectively **Developer's Allocation**). It is clarified that the Developer's Allocation shall include undivided, impartible and indivisible 53% (fifty three percent) against the Said Property in (1) the Common Portions of the New Buildings and (2) the land contained in the Said Property.

13. Dealing with Respective Allocations

- 13.1 **Demarcation of Respective Allocations:** The Parties have mutually agreed that on sanction of the Building Plans, the Parties shall formally demarcate their respective allocations based on the Building Plans and the details of such demarcation shall be recorded in a separate instrument.
- 13.2 **Owners' Allocation:** The Owners shall be entitled to the Owners' Allocation with right to transfer or otherwise deal with the same in any manner the Owners deem appropriate and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession, enjoyment, use and transfer of the Owners' Allocation. It is clearly understood that the dealing of the Owners with regard to the Owners' Allocation shall not in any manner fasten or create any financial liabilities upon the Developer. However, any transfer of any part of the Owners' Allocation shall be subject to the other provisions of this Agreement.
- 13.3 **Developer's Allocation:** The Developer shall be exclusively entitled to the Developer's Allocation with exclusive right to transfer or otherwise deal with the same in any manner the Developer deems appropriate, without any right, claim or interest therein whatsoever of the Owners and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession, enjoyment, use and transfer of the Developer's Allocation. It is clearly understood that the dealings of the Developer with regard to the Developer's Allocation shall not in any manner fasten or create any financial liabilities upon the Owners. However, any transfer of any part of the Developer's Allocation shall be subject to the other provisions of this Agreement.
- 13.4 **Transfer of Developer's Allocation:** In consideration of the Developer constructing and handing over the Owners' Allocation to the Owners and meeting other obligations towards the Owners, the Owners shall execute deeds of conveyances of the undivided share in the land contained in the Said Property and the Building Plans as be attributable to the Developer's Allocation, in such part or parts as shall be required by the Developer. Such execution of conveyances shall be through the Developer exercising the powers and authorities mentioned in Clause 10.1 above.
- 13.5 **No Objection to Allocation:** The Parties confirm that neither Party has any objection with regard to their respective allocations.
- 13.6 **Cost of Transfer:** The costs of the aforesaid conveyances of the Developer's Allocation including stamp duty and registration fees and all other legal expenses shall be borne and paid by the Developer or the Transferees.

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 Debashish Dey
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14. **Panchayat Taxes and Outgoings**

- 14.1 **Relating to Period Prior to Date of Sanction of Building Plans:** All *Panchayat* rates, taxes, penalty, interest and outgoings (collectively **Rates**) on the Said Property relating to the period prior to the date of sanction of the Building Plans shall be the liability of the Owners and the same shall be borne, paid and discharged by the Owners as and when called upon by the Developer, without raising any objection thereto.
- 14.2 **Relating to Period After Sanction of Building Plans:** As from the date of sanction of the Building Plans, the Developer shall be liable for the Rates in respect of the Said Property and from the Possession Date (defined in Clause 15.2 below), the Parties shall become liable and responsible for the Rates in the ratio of their sharing in the New Buildings.

15. **Possession and Post Completion Maintenance**

- 15.1 **Possession of Owners' Allocation:** Within 15 (fifteen) days from the date of the possession notice, the Owners shall be bound to take over physical possession of the Owners' Allocation and simultaneously refund/adjust the Deposit to/with the Developer.
- 15.2 **Possession Date and Rates:** On and from such date of the Owners taking physical possession or the aforementioned deemed possession, whichever be earlier (**Possession Date**), the Parties shall become liable and responsible for the Rates in respect of their respective Allocations.
- 15.3 **Punctual Payment and Mutual Indemnity:** The Parties shall punctually and regularly pay the Rates for their respective allocations to the concerned authorities and the Parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them, as the case may be, consequent upon a default by the other.
- 15.4 **Maintenance:** The Developer shall frame a scheme for the management and administration of the New Buildings. The Owners hereby agree to abide by all the rules and regulations to be so framed for the management and administration of the New Buildings.
- 15.5 **Maintenance Charge:** The Transferees and the Owners shall manage and maintain the Common Portions and services of the New Buildings [if necessary, by forming a body (**Association**)] and shall collect the costs and service charge therefor (**Maintenance Charge**). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Buildings, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments. Advance/deposit towards Maintenance Charge shall also be collected, to ensure that funds are readily available for proper maintenance and upkeep of the New Buildings.

M/s. Jyoti Enterprises

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 Dipali Dey Kajwari Dey.

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16. **Common Restrictions**

- 16.1 **Applicable to Both:** The Owners' Allocation and the Developer's Allocation in the New Buildings shall be subject to the same restrictions as are applicable to multi-storied ownership buildings, intended for common benefit of all occupiers of the New Buildings.

17. **Obligations of Developer**

- 17.1 **Completion of Development within Completion Time:** The Developer shall complete the entire process of development of the Said Property within the Completion Time.

- 17.2 **Meaning of Completion:** The word 'completion' shall mean habitable state with water supply, sewage connection, electrical installation and all other facilities and amenities as be required to be provided to make the Flats ready-for-use.

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

- 17.4 **Planning, Designing and Development:** The Developer shall be responsible for planning, designing and development of the New Buildings with the help of the Architect, professional bodies, contractors, etc.

- 17.5 **Specifications:** The Developer shall construct the New Buildings as per the specifications given the 2nd Schedule below (**Specifications**).

- 17.6 **Commencement of Project:** The development of the Said Property shall commence as per the Specifications, Building Plans, Scheme, rules, regulations, bye-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, the Owners having no responsibility in respect thereof in any manner whatsoever.

- 17.7 **Construction at Developer's Cost and Responsibility and Warranty:** The Developer shall construct the New Buildings at its own cost and responsibility and shall be responsible for construction defects for a period of 1 (one) year from the date of completion, in accordance with the Promoters Act. The Developer shall alone be responsible and liable to Government, Corporation and other authorities concerned and to the occupants/Transferees and shall alone be liable for any loss or for any claim arising from such construction (including labour liabilities and workmen's compensation) and shall indemnify the Owners against any claims, loss or damages for any default or failure or breach on the part of the Developer.

- 17.8 **Tax Liabilities:** All tax liabilities applicable in relation to the development, namely sales tax, value added tax, service tax, works contract tax and other dues shall be paid by the person liable to pay such tax in accordance with law.

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Kajuri Dey.

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- 17.9 **Permission for Construction:** It shall be the responsibility of the Developer to obtain all sanctions, permissions, clearances and approvals required from various Government authorities for sanction of the Building Plans and execution of the Project, including those from the Promoters Cell. The expenses to be incurred for obtaining all such sanctions, permissions, clearances and approvals shall be borne by the Developer.
- 17.10 **No Assignment:** The Developer hereby agrees and covenants with the Owners not to transfer and/or assign the benefits of this Agreement or any portion thereof, without the consent in writing of the Owners.
- 17.11 **No Violation of Law:** The Developer hereby agrees and covenants with the Owners not to violate or contravene any provision of law, regulation or rule applicable to construction of the New Buildings.
- 17.12 **No Obstruction in Dealing with Owners' Allocation:** The Developer hereby agrees and covenants with the Owners not to do any act deed or thing whereby the Owners are prevented from enjoying, selling, assigning and/or disposing of any part or portion of the Owners' Allocation.
18. **Obligations of Owners**
- 18.1 **Co-operation with Developer:** The Owners undertake to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property.
- 18.2 **Act in Good Faith:** The Owners undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 18.3 **Documentation and Information:** The Owners undertake to provide the Developer with any and all documentation and information relating to the Said Property as may be required by the Developer from time to time.
- 18.4 **No Obstruction in Dealing with Developer's Functions:** The Owners covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- 18.5 **No Obstruction in Construction:** The Owners covenant not to cause any interference or hindrance in the construction of the New Buildings.
- 18.6 **No Dealing with Said Property:** The Owners covenant not to let out, grant lease, mortgage and/or charge the Said Property or any portions thereof save in the manner envisaged by this Agreement.
- 18.7 **No Obstruction in Extension of Project:** The Owners covenant not to cause any interference or hindrance if the Developer purchases and/or enter into any Joint Venture Agreement with the owner/s of any adjacent plot/s to extend the Project. Further the Owners confirm, assure, undertake and guarantee that the Owners shall have no objection of any nature whatsoever and shall also not ask for any additional consideration in the event of such extension and the Owners

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shall be entitled to the same ratio described in the Owner's Allocation written above in clause 11.1 for the extended floor construction in the project, if it is to be done further.

19. Indemnity

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

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

20. Corporate Warranties

20.1 **By Developer:** The Developer warrants to the Owners that:

20.1.1 **Proper Incorporation:** it is properly incorporated under the laws of India.

20.1.2 **Necessary Licenses etc.:** it has all necessary rights, licenses, permissions, powers and capacity to enter into this Agreement and to perform the obligations hereunder and in so doing, is and shall not be in breach of any obligations or duties owed to any third parties and will not be so as a result of performing its obligations under this Agreement.

20.1.3 **Permitted by Memorandum and Articles of Association:** the Memorandum and Articles of Association permit the Developer to undertake the activities covered by this Agreement.

21. Limitation of Liability

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

22. Miscellaneous

22.1 **Parties Acting under Legal Advice:** Each Party has taken and shall take its own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.

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Kajuri Dey.

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Director

Handwritten signature/initials



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- 22.2 **Essence of Contract:** In addition to time, the Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 22.3 **Documentation:** The Developer shall be responsible for meeting all costs and expenses towards execution and registration of any document for giving effect to all or any of the terms and conditions set out herein, including this Agreement. Mr. Imran Karim, Advocate, High Court, Calcutta, who has drawn this Agreement, shall draw all further documents in respect to this Project.
- 22.4 **Valid Receipt:** The Owners shall pass valid receipts for all amounts paid under this Agreement.
- 22.5 **No Partnership:** The Owners and the Developer have entered into this Agreement on principal to principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 22.6 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 22.7 **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owners. Further, various applications and other documents may be required to be made or signed by the Owners relating to which specific provisions may not have been made herein. The Owners hereby undertake to do all such acts, deeds, matters and things and execute any additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer **provided that** all such acts, deeds, matters and things do not in any way infringe on the rights of the Owners in terms of this Agreement.
- 22.8 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 22.9 **Taxation:** The Owners shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owners indemnify against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly the Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Owners' Allocation and the Owners shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 22.10 **Name of New Buildings/Project:** The name of the New Buildings/Project shall be decided by the Developer.

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Kajuri Dey.

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22.11 **No Demise or Assignment:** Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the Said Property or any part thereof to the Developer by the Owners or as creating any right, title or interest therein in favour of the Developer except to develop the Said Property in terms of this Agreement.

23. Defaults

23.1 **No Cancellation:** In the event of any default on the part of one Party, the other Party shall be entitled to sue the Party in default for specific performance of this Agreement and also for damages. However, if there is any delay in completion of the Project, except due to Force Majeure (explained in Clause 24 below), the same shall be justified by the delaying Party to the suffering Party to their total satisfaction or otherwise a penalty shall be imposed, which shall be decided by arbitration.

24. Force Majeure

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

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

25. Entire Agreement

25.1 **Superecession:** This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions/correspondence and agreements between the Parties, oral or implied or written.

26. Counterparts

26.1 **All Originals:** This Agreement is being executed simultaneously in duplicate and each copy shall be deemed to be an original and both copies shall together

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Chandrani Dutta
DIPALI DEY

Debasish Dey
Kajuri Dey

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constitute one instrument and agreement between the Parties. One copy shall be retained by the Developer and another by the Owners.

27. Severance

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

28. Amendment/Modification

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

29. Notice

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

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

For and on behalf of
 Chandrani Dutta Delasish Dey
 Kajwari Dey Deba Dipali Dey

REALTECH NIRMAN PVT. LTD.

Sh. Nali

Director

Mr. Imran Karim
 Advocate
 11, Old Post Office Road
 3rd floor, Kolkata-700001



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Balahat, New Town, North 24 Parganas

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31. Jurisdiction

31.1 **High Court and District Court:** In connection with the aforesaid arbitration proceeding, only the High Court at Calcutta and the District Judge, North 24 Parganas shall have jurisdiction to entertain and try all actions and proceedings.

32. Rules of Interpretation

32.1 **Presumptions Rebutted:** It is agreed that all presumptions which may arise in law at variance with the express provisions of this Agreement stand rebutted and that no presumptions shall arise adverse to the right, title and interest of Parties to the Said Property.

32.2 **Statutes:** Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.

32.3 **Party:** In this Agreement, a reference to a Party includes that Party's successors and permitted assigns.

32.4 **Definitions:** In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

32.5 **Schedules and Plans:** Schedules and Plans appended to this Agreement form a part of this Agreement and shall always be taken into consideration for interpreting the complete understanding between the Parties. Any reference to a schedule or plan is a reference to a schedule or plan to this Agreement.

32.6 **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.

32.7 **Including:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words proceeding those terms.

32.8 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.

Rajesh Kumar

Schedule
(Said Property)
[Subject Matter of Development Agreement]

(1) demarcated *bagan* land measuring 29 (twenty nine) decimal, equivalent to 17 (seventeen) *cottah* 08 (eight) *chittack* 32 (thirty two) square feet, more or less, out of 50 (fifty) decimal, comprised in R.S./L.R. *Dag* No. 367, recorded in L.R. *Khatian* Nos. 553, 558 & 559, *Mouza* Rekjoani, J.L. No. 13, Police Station

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Chandrani Dutta
Dipali Dey
Debarish Dey
Kajwari Dey.

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02 DEC 2013

Rajarhat, Sub-Registration Office Rajarhat (formerly Bidhannagar, Salt Lake City), within Rajarhat-Bishnupur 1 No. *Gram Panchayat (RBGP-I)*, District North 24 Parganas (**First Property**) **And (2)** demarcated *bastu* measuring 15 (fifteens) decimal, equivalent to 9 (nine) *cottah* 1(one) *chittak* 9 (nine) square feet, more or less, comprised in R.S./L.R. *Dag* No. 368, recorded in R.S. *Khatian* No. 1868, L.R. *Khatian* Nos. 553, 4424 & 4425, *Mouza* Reckjoani, J.L. No. 13, Police Station Rajarhat, Sub-Registration Office Rajarhat (Bidhannagar, Salt Lake City), within Rajarhat-Bishnupur 1 No. *Gram Panchayat (RBGP-I)*, District North 24 Parganas (**Second Property**). The First Property and the Second Property **totaling** to land measuring 44 (forty four) decimal, equivalent to 26 (twenty six) *cottah* 09 (nine) *chittack* 41 (forty one) square feet, more or less, delineated on a **Plan** annexed hereto and bordered in colour **Green** thereon and butted and bounded as follows:

- On the North** : By R.S./L.R. *Dag* No. 368(P).
On the East : By R.S./L.R. *Dag* No. 367 (P) & 368 (P)
On the South : By 211 Bus Route 
On the West : By R.S./L.R. *Dag* No. 373.

Together With all easement rights and all other rights, appurtenances and inheritances for access and user and all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature of the Owners in the Said Property.

Summary of the Said Property

<i>Mouza</i>	R.S./L.R. <i>Dag</i> No.	L.R. <i>Khatian</i> Nos.	Classification	Total Area Owned (in decimal)	Said Property (in decimal)
Reckjoani	367	553, 558 & 559	<i>Bagan</i>	50	29
Reckjoani	368	553, 4424 & 4425	<i>Bastu</i>	40	15
Total					44

গোবিন্দ চন্দ্র দেব

Chandani Datta

DIPALI DEY

Debasish Dey

Rajwari Dey

REALTECH NIRMAN PVT. LTD.

SH. SH. SH. SANNANI

Director

Rajarhat Bishnupur 1 No. RBGP-I



*Additional District Sub-Registrar
Enjarhat, New Town, North 24 Parganas*

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**2nd Schedule
(Specifications)**

Brick Work	External Walls: 8 inch thick brickwork with cement mortar in proportion (1:6) by using 1 st class bricks. Partition Walls: 5 inch thick with cement mortar in proportion (1:5) by using 1 st class bricks, providing wire mesh as required for 3 inch wall.
Plaster	Wall Plaster- outside surface 18mm thick (1:6 cement mortar), inside surface 12mm thick (1:6 cement mortar) Ceiling Plaster - 6 mm thick (1:4 cement mortar) Proper chipping will be made before wall and ceiling plastering.
Floor Of Rooms And Toilets	Good quality marble should be used for flooring over the entire unit will be provided.
Toilet Walls	Upto 6'-6" finished (may vary as per specification of Buyers) with white/light coloured ceramic tiles.
Doors	Door frames will be made of good quality wood. Hot pressed flush door will be provided. Hatch bolt/Aldrop/Mortise lock in the door for each room and night latch for the main door of the flat will be provided.
Windows	Fully Aluminium windows with glass fittings and standard handle.
Sanitary Fittings In Toilets	The following will be provided: a) Tap arrangements. b) White/light coloured wash basin made of porcelain. c) White/light coloured commode and Indian style pan made of porcelain d) Water pipe line. e) Hot and cold water line in one bathroom.
Kitchen	Kitchen will be provided with top cooking platform with one stainless steel sink and drain board and ceramic tiles upto a height of 2' feet above the cooking platform.
Electrical Points And Fittings	Concealed P.V.C. conduits, with good quality copper wire will be provided. Number of points will be decided later. Calling bell point at the main door of the flat will be provided.
Painting And Finishing	Outside face of external walls will be finished with good quality cement paint. Internal face of the walls will be finished with good quality putty.

Rajiv Kumar Sen

Gauri Mohan Dey
 Chandrani Bhatta
 Dipali Dey
 Debashish Dey
 Kajwari Dey.

REALTECH NIRMAN PVT. LTD.
 Shishu
 Sh Nalin
 Director



Additional District Sub-Registrar
Enjarhat, New Town, North 24 Parganas

02 DEC 2013

33. Execution and Delivery

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

[Signature]
(Kutubuddin Mondal)

[Signature]
(Gour Mohan Dey)

[Signature]
(Debasish Dey)

[Signature]
(Dipali Dey)

[Signature]
(Kajuri Dey)

[Signature]
(Chandrani Dutta)

[Owners]

Sulagna De
SULAGNA DE
Advocate
High Court, Calcutta

REALTECH NIRMAN PVT. LTD.
[Signature]
SUNAGNI
Director

(Realtech Nirman Private Limited)
[Developer]

Witnesses:

Signature [Signature]
Name [Signature]
Father's Name [Signature]
Address [Signature]
230 24 24/57/1/1/1

Signature [Signature]
Name FARIDUL ISLAM
ADVOCATE
Father's Name _____
Address District Judges Court
Barasat



Additional District Sub-Registrar
Bajarhat, New Town, North 24 Parganas
02 DEC 2013

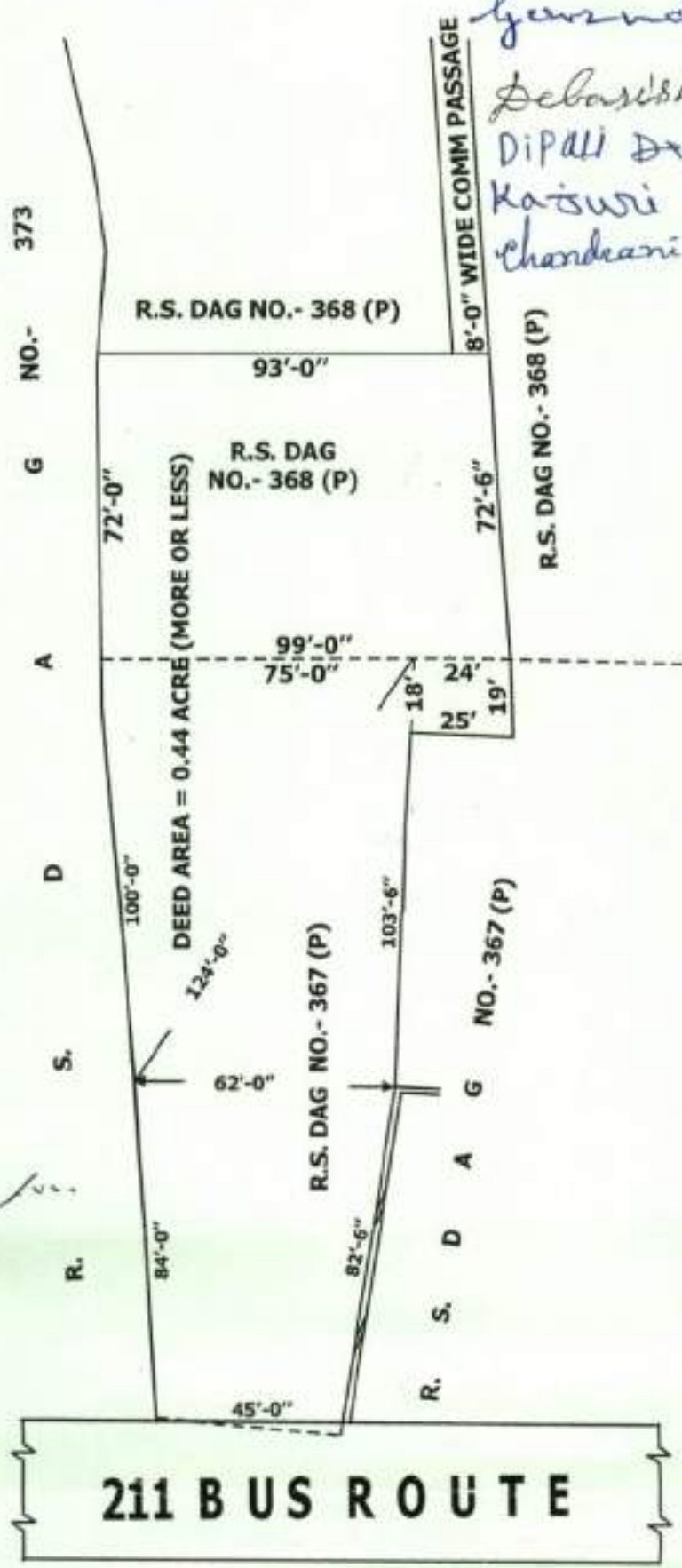


SITE PLAN OF PART OF R.S. DAG NO. 367 & 368, AT MOUZA- RECKJUANI, J.L. NO. 13, R.S. NO. 198, L.R. KH. NO. -553, 558, 559, 4424 & 4425, P.S. -RAJARHAT, DIST.- NORTH 24 PARGANAS. UNDER RAJARHAT BISHNUPUR 1 NO. GRAM PANCHAYET PURCHASED PLOT OF DEED AREA = 0.4400 ACRE (MORE OR LESS) PURCHASED PLOT SHOWN IN GREEN BORDER

SCALE: NTS

VENDEE :

Handwritten names:
 Debansh Dey
 Dipali Dey
 Kajwari Dey
 Chandrani Dutta



Handwritten note:
 S. Kishor
 S. N. G. I.

PLOT NO	REFERENCE	DEED AREA IN			
		ACRE	KH	CH	SFT
	R.S. DAG NO. 367 (P)	0.2900	17	08	32
	R.S. DAG NO. 368 (P)	0.1500	09	01	09
	TOTAL AREA	0.4400	26	09	41

MORE OR LESS

211 BUS ROUTE

DRAWN BY
 MIR A. RAHMAN
 COPIED BY
 SK. R. ALI
 SURVEYOR
 REGD. NO. 16522
 RAJARHAT, KOL-135



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

02 DEC 2013

SPECIMEN FORM TEN FINGER PRINTS



















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



*Additional District Sub-Registrar
Rajshahi, New Town, North 24 Parganas*

07 DEC 2013

SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or Presentants					
	<p>Dipali Dey</p>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						
	<p>Kajwari Dey</p>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						
	<p>Chandrani Dutta</p>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						



Additional District Sub-Registrar
Barabati, New Town, North 24 Parganas

02 DEC 2013

SPECIMEN FORM TEN FINGER PRINTS

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



Additional District Sub-Registrar
Bajarhat, New Town, North 24 Parganas






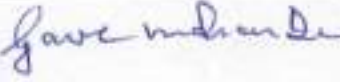





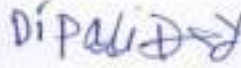
02 DEC 2013

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A.D.S.R. RAJARHAT, District- North 24-Parganas
Signature / LTI Sheet of Serial No. 14578 / 2013, Deed No. (Book - I , 13498/2013)

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Sk Nasir T - 68, Teghoria Main Road, Kolkata, Thana:-Baguiati, P.O. :-Hatiara, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700157	 02/12/2013	 LTI 02/12/2013	Sk Nasir 2/12/13

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

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Kutubuddin Mondal Address -Majheraait, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India,	Self	 02/12/2013	 LTI 02/12/2013	
2	Gour Mohan Dey Address -Rekjoani, Kolkata, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135	Self	 02/12/2013	 LTI 02/12/2013	
3	Debasish Dey Address -Rekjoani, Kolkata, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135	Self	 02/12/2013	 LTI 02/12/2013	
4	Dipali Dey Address -Rekjoani, Kolkata, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135	Self	 02/12/2013	 LTI 02/12/2013	

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

(Debasish Dhar)

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

07 DEC 2013









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Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A.D.S.R. RAJARHAT, District- North 24-Parganas
Signature / LTI Sheet of Serial No. 14578 / 2013, Deed No. (Book - I , 13498/2013)

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

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
5	Kajuri Dey Address -Rekjoani, Kolkata, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135	Self	 02/12/2013	 LTI 02/12/2013	Kajuri Dey.
6	Chandrani Dutta Address -Rekjoani, Kolkata, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135	Self	 02/12/2013	 LTI 02/12/2013	Chandrani Dutta
7	Shishir Gupta Address -T - 68, Teghoria Main Road, Kolkata, Thana:-Baguiati, P.O. :-Hatiara, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700157	Confirming Party	 02/12/2013		Shishir - Gu...
8	Sk Nasir Address -T - 68, Teghoria Main Road, Kolkata, Thana:-Baguiati, P.O. :-Hatiara, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700157	Confirming Party	 02/12/2013	 LTI 02/12/2013	Sk Nasir

Name of Identifier of above Person(s)

Mintu Paul
T - 68, Teghoria Main Road, Kolkata, Thana:-Baguiati,
District:-North 24-Parganas, WEST BENGAL, India, Pin
:-700157

Signature of Identifier with Date

Mintu Paul

02/12/13

(Signature)
Additional District Sub-Registrar
Rajarhat, New Town, North 24 Parganas
(Debasish Dhar)

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





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

Endorsement For Deed Number : I - 13498 of 2013
(Serial No. 14578 of 2013 and Query No. 1523L000023965 of 2013)

On 02/12/2013

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

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

Payment of Fees:

Amount by Draft

1. Rs. 17010/- is paid , by the draft number 621819, Draft Date 22/11/2013, Bank Name State Bank of India, Rajarhat Township, received on 02/12/2013
2. Rs. 17100/- is paid , by the draft number 621908, Draft Date 30/11/2013, Bank Name State Bank of India, Rajarhat Township, received on 02/12/2013

(Under Article : B = 34089/- ,E = 21/- on 02/12/2013)

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.-1,45,86,135/-

Certified that the required stamp duty of this document is Rs.- 20021 /- and the Stamp duty paid as: Impressive Rs.- 1000/-

Deficit stamp duty

Deficit stamp duty Rs. 20021/- is paid , by the draft number 621820, Draft Date 22/11/2013, Bank : State Bank of India, Rajarhat Township, received on 02/12/2013

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

Presented for registration at 13.35 hrs on :02/12/2013, at the Office of the A.D.S.R. RAJARHAT by Sk Nasir , one of the Executants.

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

Execution is admitted on 02/12/2013 by

1. Kutubuddin Mondal, son of Late Keramat Ali Mondal , Majheraait, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Muslim, By Profession : Business
2. Gour Mohan Dey, son of Late Indubhusan Dey , Rekjoani, Kolkata, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135, By Caste Hindu, By Profession : Business
3. Debasish Dey, son of Late Indubhusan Dey , Rekjoani, Kolkata, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135, By Caste Hindu, By Profession : Business

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

02 DEC 2013

(Debasish Dhar)
Additional District Sub-Registrar



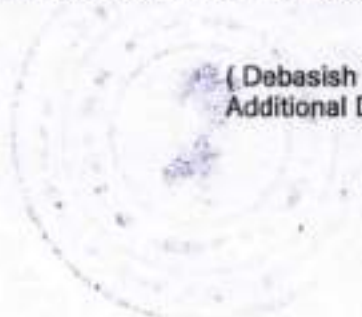


Government Of West Bengal
Office Of the A.D.S.R. RAJARHAT
District:-North 24-Parganas

Endorsement For Deed Number : I - 13498 of 2013
(Serial No. 14578 of 2013 and Query No. 1523L000023965 of 2013)

4. Dipali Dey, wife of Gour Mohan Dey , Rekjoani, Kolkata, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135, By Caste Hindu, By Profession : House wife
5. Kajuri Dey, wife of Debasish Dey , Rekjoani, Kolkata, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135, By Caste Hindu, By Profession : House wife
6. Chandrani Dutta, wife of Sabyasachi Dutta , Rekjoani, Kolkata, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135, By Caste Hindu, By Profession : House wife
7. Shishir Gupta
Director, Realtech Nirman Pvt. Ltd., T - 68, Teghoria Main Road, Kolkata, Thana:-Baguiati, P.O. :-Hatiara, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700157.
, By Profession : Business
8. Sk Nasir
Director, Realtech Nirman Pvt. Ltd., T - 68, Teghoria Main Road, Kolkata, Thana:-Baguiati, P.O. :-Hatiara, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700157.
, By Profession : Business
Identified By Mintu Paul, son of Subhas Ch. Paul, T - 68, Teghoria Main Road, Kolkata, Thana:-Baguiati, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700157, By Caste: Hindu, By Profession: Service.

(Debasish Dhar)
Additional District Sub-Registrar



02 DEC 2013

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

(Debasish Dhar)
Additional District Sub-Registrar



8705 030 5 8

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 19
Page from 12806 to 12839
being No 13498 for the year 2013.



(Debasish Dhar)
(Debasish Dhar) 02-December-2013
Additional District Sub-Registrar
Office of the A.D.S.R. RAJARHAT
West Bengal