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भारतीय गैर न्यायिक

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FIFTY
RUPEES
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INDIA NON JUDICIAL

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NOTED THAT THE DOCUMENT IS ADMITTED IN
REGISTRATION. THE REGISTRAR HAS EXAMINED
THE DOCUMENT AND IS SATISFIED THAT IT
IS THE ORIGINAL AND IS NOT A COPY OF THE
ORIGINAL.

Additional District Sub-Registrar
Kolkata, West Bengal, North 24 Parganas
7 DEC 2013



DEVELOPMENT AGREEMENT

1. Date 13th December 2013
2. Place: Kolkata
3. Parties

3.1 Kabita Biswas, wife of Prabir Biswas *alias* Prabir Ranjan Biswas, by faith – Hindu, by occupation – House wife, by nationality – Indian, residing at Reckjuani, Police Station and Post Office Rajarhat, District North 24 Parganas, Kolkata – 700135

(Owner, includes successor-in-interest and assigns)

Kabita Biswas

REALTECH NIRMAN PVT. LTD.

Sh. N. Ch.

Director

1/251

दिनांक 28/10/13
क्रेता नाम - Fealtech Nirman Pvt. Ltd.
व्यक्ति - को-157
डायल्यूटन मूल्य - 1500/-
क्रेता को -

नगरपालिका कार्यालय
उपत्यका 28 नगरपालिका

उपस्थित
दिनांक 22/10/13
डायल्यूटन मूल्य 150000/-

उपस्थित व्यक्ति नगरपालिका
उपस्थित को मूल्य उपस्थित

Shivani
9408

Shivani

9405

Kabita Biswas

9407

Shikha - 9407

Shibsanakar Saha
Sho - Sangjit Saha
T-68, Teghoria Main Road,
KOL-157



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And

- 3.2 **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, 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).

Owner 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 undivided (1) *bagan* land measuring 2.005 (two point zero zero five) decimal, more or less, out of 50 (fifty) decimal, comprised in R.S./L.R. *Dag* No. 367, recorded in L.R. *Khatian* No. 809, *Mouza* Reckjuani, 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 undivided (2) *bastu* land measuring 7.86 (seven point eight six) decimal, more or less, comprised in R.S./L.R. *Dag* No. 368, recorded in L.R. *Khatian* No. 809, *Mouza* Reckjuani, J.L No. 13, Police Station Rajarhat, Sub-Registration Office Rajarhat [formerly Bidhannagar (Salt Lake City)], within Rajarhat-Bishnupur 1 No. Gram *Panchayat* (Second Property) And undivided (3) *dhokan* measuring 0.3334 (zero point three three three four) decimal, more or less, comprised in R.S./L.R. *Dag* No. 370, recorded in L.R. *Khatian* No. 809, *Mouza* Reckjuani, J.L No. 13, Police Station Rajarhat, Sub-Registration Office Rajarhat [formerly Bidhannagar (Salt Lake City)], within Rajarhat-Bishnupur 1 No. Gram *Panchayat* (Third Property) And undivided (4) *bagan* land measuring 0.6664 (zero point six six six four) decimal, more or less, comprised in R.S./L.R. *Dag* No. 371, recorded in L.R. *Khatian* Nos. 809, *Mouza* Reckjuani, J.L No. 13, Police Station Rajarhat, Sub-

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Kabir Biswas



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Registration Office Rajarhat [formerly Bidhannagar (Salt Lake City)], within Rajarhat-Bishnupur 1 No. Gram *Panchayat* (Fourth Property), The First Property, the Second Property, Third Property and Fourth Property totaling to land measuring 10.8648 (ten point eight six four eight) decimal, equivalent to 6 (six) *cottah* 09 (nine) *chittack* and 08 (eight) square feet, more or less, described in the Schedule below 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 Owner and the Developer in the Project to be constructed on the Said Property.

5. Representations, Warranties and Background

5.1 Owner's Representations: The Owner has represented and warranted to the Developer as follows:

5.1.1 Ownership of Subasini Dasi: Subasini Dasi was the recorded owner of (1) land measuring 4 (four) decimal, more or less, comprised in R.S. *Dag* No. 367, R.S. *Khatian* No. 1454 And (2) land measuring 20.30 (twenty point thirty) decimal, more or less, comprised in R.S. *Dag* No. 368, R.S. *Khatian* No. 1868 And (3) land measuring 1 (one) decimal, more or less, comprised in R.S. *Dag* No. 370, R.S. *Khatian* No. 1842, And (4) land measuring 2 (two) decimal, more or less, comprised in R.S. *Dag* No. 371, R.S. *Khatian* No. 1842/1, *Mouza* Reckjuani, J.L No.13, Police Station Rajarhat, District North 24 Parganas (Subasini's Property).

5.1.2 Sale by Subasini Dasi: By a Deed of Conveyance dated 13th May 1974, registered in the Office of the Sub-Registrar at Cossipure Dum Dum, recorded in Book No. I, Volume No. 62, Pages from 202 to 206, Being No. 3960 for the year 1974, Subasini dasi sold to Sudha Banerjee and Ira Dasgupta, (1) land measuring 4 (four) decimal, more or less, comprised in R.S. *Dag* No. 367, R.S. *Khatian* No. 1454 And (2) land measuring 20.30 (twenty point thirty) decimal, more or less, comprised in R.S. *Dag* No. 368, R.S. *Khatian* No. 1868 And (3) land measuring 1 (one) decimal, more or less, comprised in R.S. *Dag* No. 370, R.S. *Khatian* No. 1842, And (4) land measuring 2 (two) decimal, more or less, comprised in R.S. *Dag* No. 371, R.S. *Khatian* No. 1842/1, *Mouza* Reckjuani, J.L No.13, Police Station Rajarhat, District North 24 Parganas being the Subasini's Property.

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- 5.1.3 **First Sale by Sudha Banerjee and Ira Dasgupta:** By a Deed of Conveyance dated 8th August 1975, registered in the Office of the Additional District Sub-Registrar at Cossipure Dumdum, recorded in Book No. I, Volume No. 131, Pages from 70 to 74, Being No. 7509 for the year 1975, Sudha Banerjee and Ira Dasgupta jointly sold to Aditya Achariya, (1) land measuring 4 (four) decimal, more or less, comprised in R.S. *Dag* No. 367, R.S. *Khatian* No. 1454 And (2) land measuring 10 (ten) decimal, more or less, comprised in R.S. *Dag* No. 368, R.S. *Khatian* No. 1868, *Mouza* Reckjuani, J.L No.13, Police Station Rajarhat, District North 24 Parganas, (Aditya Achariya's Land).
- 5.1.4 **Second Sale by Sudha Banerjee and Ira Dasgupta:** By a Deed of Conveyance dated 8th August 1975, registered in the Office of the Additional District Sub-Registrar at Cossipure Dumdum, recorded in Book No. I, Volume No. 131, Pages from 70 to 74, Being No. 7510 for the year 1975, Sudha Banerjee and Ira Dasgupta jointly sold to Sova Rani Biswas *alias* Sova Biswas, (1) land measuring 10.30 (ten point thirty) decimal, more or less, comprised in R.S. *Dag* No. 368, R.S. *Khatian* No. 1868 And (2) land measuring 1 (one) decimal, more or less, comprised in R.S. *Dag* No. 370, R.S. *Khatian* No. 1842, And (3) land measuring 2 (two) decimal, more or less, comprised in R.S. *Dag* No. 371, R.S. *Khatian* No. 1842/1, *Mouza* Reckjuani, J.L No.13, Police Station Rajarhat, District North 24 Parganas (Sova Rani's Property).
- 5.1.5 **Demise of Sova Rani Biswas *alias* Sova Biswas:** Sova Rani Biswas *alias* Sova Biswas, a Hindu, governed by the *Dayabhaga* School of Hindu Law died intestate, on 15th December, 1975, leaving behind her surviving her only son Surendra Nath Biswas [Legal Heirs of Sova Rani Biswas *alias* Sova Biswas] as her only surviving legal heir, who solely inherited the absolute right, title and interest the entirety of Sova Rani's Property.
- 5.1.6 **Sale to Prabir Ranjan Biswas and another:** By a Deed of Conveyance dated 25th July 1989, registered in the Office of the Additional District Sub-Registrar at Cossipure Dumdum, recorded in Book No. I, Volume No. 129, Pages from 463 to 470, Being No. 6134 for the year 1989, Aditya Achariya sold to Prabir Ranjan Biswas (the Donor herein) and his brother Samir Ranjan Biswas, the Aditya Achariya's Land being (1) land measuring 4 (four) decimal, more or less, comprised in R.S. *Dag* No. 367, R.S. *Khatian* No. 1454 And (2) land measuring 10 (ten) decimal, more or less, comprised in R.S. *Dag* No. 368, R.S. *Khatian* No. 1868, *Mouza*

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Sudha Banerjee
Ira Dasgupta

Prabir Ranjan Biswas



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Barisal, New Town, North 24 Parganas

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Market, New Town, North 24 Parganas

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- 5.1.11 **Mutation:** Prabir Ranjan Biswas, Sima Hazra, Dipali Biswas and Rakesh Biswas recorded their names as owners, in respect of Prabir and Samir's Property and Basanti Biswas's Property in the records of the Land Revenue Settlement vide L.R. *Khatian* Nos. 809, 5957, 5958 and 5959 respectively.
- 5.1.12 **Gift to Owner:** By a Deed of Gift dated 13th December, 2013 registered in the Office of the Additional District Sub Registrar, Rajarhat, in Book No. I, being Deed No. 14248 year, 2013, Prabir Ranjan Biswas *alias* Prabir Biswas gifted his individuals share, i.e. undivided undivided (1) *bagan* land measuring 2.005 (two point zero zero five) decimal, comprised in R.S./L.R. *Dag* No. 367, And undivided (2) *bastu* land measuring 7.86 (seven point eight six) decimal, comprised in R.S./L.R. *Dag* No. 368, And undivided (3) *dhokan* measuring 0.3334 (zero point three three three four) decimal, comprised in R.S./L.R. *Dag* No. 370, And undivided (4) *bagan* land measuring 0.6664 (zero point six six six four) decimal, comprised in R.S./L.R. *Dag* No. 371, **totaling** to land measuring 10.8648 (ten point eight six four eight) decimal, equivalent to 6 (six) *cottah* 09 (nine) *chittack* and 08 (eight) square feet, all are recorded in L.R. *Khatian* No. 809, *Mouza* Reckjoani, J.L. No. 13, Police Station Rajarhat, Sub-Registration Office Rajarhat [formerly Bidhannagar (Salt Lake City)] within Rajarhat-Bishnupur 1 No. Gram *Panchayat* (RBGP-1), District North 24 Parganas, being the Said Property.
- 5.1.13 **Absolute Ownership of Owner:** In the aforesaid circumstances, the Owner has become the sole, absolute and undisputed Owner of Said Property, which is the subject matter of this Development Agreement.
- 5.1.14 **Owner has Marketable Title:** The right, title and interest of the Owner in the Said Property is free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage, lien and *lispendens*.
- 5.1.15 **Owner to Ensure Continuing Marketability:** The Owner shall ensure that title of the Owner to the Said Property continues to remain marketable and free from all encumbrances till the completion of the development of the Said Property.
- 5.1.16 **No Acquisition, Requisition and Vesting:** The Owner has ascertained that no part or portion of the Said Property has been (1) acquisitioned or requisitioned by the State or the Central Government or any statutory body, (2) notified/planned for any

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Karbala Biswas



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- 5.1.23 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Owner from developing, selling, transferring and/or alienating the Said Property or any part thereof.
- 5.2 **Developer's Representations:** The Developer has represented and warranted to the Owner as follows:
- 5.2.1 **Infrastructure and Expertise of Developer:** The Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.
- 5.2.2 **Financial Arrangement:** The Developer is and during the tenure of this Agreement shall remain competent to arrange the financial inputs required for development of the Said Property, *inter alia* by way of construction of the Project 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 Owner decided to develop the Said Property. Pursuant thereto, preliminary discussions were held with the Developer for taking up the development of the Said Property by constructing the new residential building/s, i.e. 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 Project:** 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

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responsibility sharing by the Parties and (2) exchange with each other of their specified inputs.

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

7. Appointment and Commencement

- 7.1 **Appointment:** The Parties hereby accept the Basic Understanding between them as recorded in Clause 6 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Pursuant to and in furtherance of the aforesaid confirmations, the Owner 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 Owner.

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

- 8.2 **Architect and Consultants:** The Owner confirms that the Owner has 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

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shall be paid by the Developer and the Owner shall have no liability or responsibility.

- 8.3 **Construction of Project:** The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owner construct, erect and complete the Project on the Said Property comprising of new residential buildings 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 Project within a period of 30 (thirty) months from the date of sanctioned of the Building Plans or obtaining the Certificated of Conversion or from the date of handing over *khas*, vacant, peaceful and physical possession of the entirety of the Said Property by the Owner to the Developer, whichever is later (Completion Time).
- 8.5 **Common Portions:** The Developer shall at its own costs install and erect in the New Building common areas, amenities and facilities such as stairways, lifts, passages, common lavatory, electric meter room, pump room, reservoir, over head water tank, water pump and motor, water connection, drainage connection, sewerage connection as per the sanctioned Building Plans and other facilities required for establishment, enjoyment and management of the Project (collectively **Common Portions**). For permanent electric connection to the flats and other spaces in the new buildings in the Project (Flats), the intending purchasers (collectively **Transferees**) shall pay the deposits demanded by WBSEDCL and other agencies and the Owner shall also pay the same for the Flats in the Owner's Allocation (defined in Clause 11.1 below). It is clarified that the expression **Transferees** includes the Owner and the Developer, to the extent of unsold or retained Flats in the Project.
- 8.6 **Building Materials:** The Developer shall be authorized in the name of the Owner to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owner and required for the construction of the New Building but under no circumstances the Owner shall be responsible for the price/value, storage and quality of the building materials.

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- 8.7 **Temporary Connections:** The Developer shall be authorized in the name of the Owner to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the Said Property, upon payment of all usage charges.
- 8.8 **Nomination and Assignment:** Notwithstanding anything herein contained, the Developer shall be entitled to assign or transfer the benefits and obligations under this Agreement in favour of such persons/companies as it deem fit and proper, for which the Owner shall have no objection.
- 8.9 **Modification:** The Developer shall be entitled to amend or modify the Building Plans, as when required, within the permissible limits and norms of the Planning Authorities.
- 8.10 **Co-operation by Owner:** The Owner shall not indulge in any activities which may be detrimental to the development of the Said Property and/or which may affect the mutual interest of the Parties. The Owner shall provide all co-operations that may be necessary for successful completion of the Project.
9. **Possession**
- 9.1 **Vacating by Owner:** Simultaneously herewith, the Owner has handed over *khas*, vacant and physical possession of the entirety of the Said Property to the Developer, for the purpose of execution of the Project.
10. **Powers and Authorities**
- 10.1 **Power of Attorney:** The Owner shall grant to the Developer and/or its assigns, nominees, legal representatives a Power of Attorney empowering them to (1) mortgage the Said Property for the purpose of obtaining housing loan, (2) sanction/revalidate/modify/alter the Building Plans by the Planning Authorities, (3) obtain all necessary permissions from different authorities in connection with construction of the Project and for doing all things needful for development of the Said Property by construction of new residential building/s and (4) booking and sale of the Developer's Allocation (defined in Clause 12.1 below).
- 10.2 **Amalgamation and Extension of Project:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owner hereby undertakes

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that the Owner shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to amalgamate the Said Property with the adjoining plots for extension of the Project and use of Common Portions.

- 10.3 **Further Acts:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owner hereby undertakes that the Owner shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to perform all obligations under this Agreement.

11. Owner's Allocation

- 11.1 **Owners' Allocation:** The Owners shall be entitled to (1) 42% (forty two percent) of the sanctioned FAR (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) undivided 42% (forty two 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 6,00,000/- (Rupees six lac) only [Deposit] which shall be either adjusted against their allocation in the Said Property or refunded back to the Developer (collectively **Owner's Allocation**). It is clarified that the Owner's Allocation shall include undivided, impartible and indivisible 42% (forty two percent) of the sanctioned FAR (as per the Building Plans) against the Said Property in (1) the Common Portions of the New Building and (2) the land contained in the Said Property. It is further clarified that the Possession Letter/s shall be issued by the Developer to the Owners at the time of handing over possession of the Owner's Allocation. The Owner's Allocation shall be heritable and freely transferable.

12. Developer's Allocation

- 12.1 **Developer's Allocation:** The Developer shall be fully and completely entitled to (1) remaining 58% (fifty eight percent) of the sanctioned FAR (as per the Building Plans) against the Said Property in the New Buildings and (2) undivided 58% (fifty eight percent) share, against the sanctioned FAR of the Said Property as per the sanctioned Building Plans, in the roof of the New Buildings

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Director

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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.

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 Owner and the same shall be borne, paid and discharged by the Owner as and when called upon by the Developer, without raising any objection thereto.

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

15. **Possession and Post Completion Maintenance**

15.1 **Possession of Owner's Allocation:** Within 36 (thirty six) months or the nearest ritually suitable date (whichever be later) after the Developer obtaining Occupancy Certificate of the Project from the date of Sanction of Building Plans, the Owner shall take possession of the Owner's Allocation and if the Owner do not take such possession, it shall be deemed that the Developer has delivered possession to the Owner.

15.2 **Possession Date and Rates:** On and from such date of the Owner 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.

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S. N. Nalin
Director

B. S. W. S.

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- 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 Project. The Owner hereby agrees to abide by all the rules and regulations to be so framed by the Developer for the management and administration of the Project.
- 15.5 **Maintenance Charge:** The Transferees and the Owner shall manage and maintain the Common Portions and services of the Project [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 in the Project, 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 Project.
16. **Common Restrictions**
- 16.1 **Applicable to Both:** The Owner's Allocation and the Developer's Allocation in the Project shall be subject to the same restrictions as are applicable to multi-storied ownership buildings, intended for common benefit of all occupiers of the Project.
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

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to make the Flats ready-for-use and with Occupancy Certificate from RBGP-I.

- 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 Project with the help of the Architect, professional bodies, contractors, etc.
- 17.5 **Specifications:** The Developer shall construct the Project 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 Owner 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 Project 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 Owner 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.
- 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

REALTECH NIRMAN PVT. LTD.

Sh. Nalin

Kabita Baiswas



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incurred for obtaining all such sanctions, permissions, clearances and approvals shall be borne by the Developer.

- 17.10 **No Violation of Law:** The Developer hereby agrees and covenants with the Owner not to violate or contravene any provision of law, regulation or rule applicable to construction of the Project.
- 17.11 **No Obstruction in Dealing with Owner's Allocation:** The Developer hereby agrees and covenants with the Owner not to do any act deed or thing whereby the Owner is prevented from enjoying, selling, assigning and/or disposing of any part or portion of the Owner's Allocation.
18. **Obligations of Owner**
- 18.1 **Co-operation with Developer:** The Owner undertakes to fully cooperate with the Developer for obtaining all permissions required for development of the Said Property.
- 18.2 **Act in Good Faith:** The Owner undertakes to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 18.3 **Documentation and Information:** The Owner undertakes to provide the Developer with any and all documentation and information relating to the Said Property as may be required by the Developer from time to time.
- 18.4 **No Obstruction in Dealing with Developer's Functions:** The Owner covenants not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- 18.5 **No Obstruction in Construction:** The Owner covenants not to cause any interference or hindrance in the construction of the Project.
- 18.6 **No Dealing with Said Property:** The Owner covenants not to let out, grant lease, mortgage and/or charge the Said Property or any portions thereof save in the manner envisaged by this Agreement.
- 18.7 **No Obstruction in Extension of Project:** The Owner covenants 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 extent the Project. Further the Owner confirms, assures, undertakes and guarantees that the Owner shall

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Sh. N. S. Sinha
Director

Kabita Biswas



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have no objection of any nature whatsoever and shall also not ask for any additional consideration in the event of any such extension or amalgamation.

19. Indemnity

19.1 **By the Developer:** The Developer hereby indemnifies and agrees to keep the Owner saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner in relation to the construction of the Project 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 Owner:** The Owner hereby indemnifies and agrees 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 Owner being incorrect.

20. Corporate Warranties

20.1 **By Developer:** The Developer warrants to the Owner 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

REALTECH NIRMAN PVT. LTD.
Kishan Singh
Director

Kabita Rajswal



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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 Owner 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 Owner 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 Owner indemnified 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 Owner's Allocation and the Owner 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 Building:** The name of the Project shall be decided by the Developer only.

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 Owner 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.

22.12 **Charge on the Said Property:** All amounts paid by the Developer to the Owner shall remain a charge on the Said Property till completion of the Project. Simultaneously with the signing of this Agreement, the Developer's unfettered rights shall also be vested upon the Said Property.

23. Defaults

23.1 **No Cancellation:** The Owner can not terminate this Agreement or rescind this contract.

24. Force Majeure

24.1 **Circumstances Of Force Majeure:** The Parties shall not be held responsible for any consequences or liabilities under this Agreement

REALTECH NIRMAN PVT. LTD.

SUNALIN
Executive

Kabita Biswas



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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 **Supercession:** 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. **Counterpart**

- 26.1 **Original:** This Agreement is being executed and the original of this Agreement shall be retained by the Developer only.

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

REALTECH NIRMAN PVT. LTD.

Sh. N. N. Bhatnagar

Director

Kabita Biswas



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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 Owner 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 the Owner.

30. Arbitration

30.1 **Disputes:** Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**) shall be referred to the Arbitral Tribunal, under the Arbitration and Conciliation Act, 1996, consist of such person as be decided/nominated by 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.

REALTECH NIRMAL PVT. LTD.
S. K. S. K.
Sh. N. S. S.
T. S. S. S.

Kabita B. Swas



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North 24 Parganas, West Bengal

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- On the North : By 91 Bus Route.
 On the East : By R.S./L.R. Dag Nos. 357, 359.
 On the South : By R.S./L.R. Dag No. 367.
 On the West : By R.S./L.R. Dag Nos. 371 (P) and 8'-0" wide com
 Passage and L.R./L.R. Dag No. 368.

2nd Schedule
 (Specifications)

Brick Work	External Walls: 8 inch thick brickwork with cement mortar in proportion (1:6) by using 1 st class bricks. Partition Walls: 4 inch thick with cement mortar in proportion (1:4) by using 1 st class bricks, providing wire mesh as required for 3 inch wall.
Plaster	Wall Plaster: outside surface 18mm thick (1:6 cement mortar), inside surface 12mm thick (1:6 cement mortar) Ceiling Plaster: 6 mm thick (1:4 cement mortar) Proper chipping will be made before wall and ceiling plastering.
Floor Of Rooms And Toilets	As per specification of the purchaser flooring in all the rooms, kitchen, toilets, verandah etc. will be provided.
Toilet Walls	Upto 6'-6" finished (may vary as per specification of Buyers) with white/light coloured ceramic tiles.
Doors	Door frames will be made of good quality wood. Hot pressed flush door will be provided. Hatch bolt/Aldrop/Mortise lock in the door for each room and night latch for the main door of the flat will be provided.

REALTECH NIRMAN PVT. LTD.

Sh. N. S. Sinha
 Director

Kabita BJSWCS



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Varhat, New Town, North 24 Parganas.

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Windows	Fully Aluminium windows with glass fittings and standard handle.
Sanitary Fittings In Toilets	The following will be provided: a) Tap arrangements. b) White/light coloured wash basin made of porcelain. c) White/light coloured European type water closet made of porcelain. d) Water pipe line. e) Hot and cold water line. f) Provision for installation of geysers.
Kitchen	Kitchen will be provided with top cooking platform with one stainless steel sink and drain board and ceramic tiles upto a height of 2' feet above the cooking platform.
Electrical Points And Fittings	Concealed P.V.C. conduits, with good quality copper wire will be provided. Number of points will be decided later. Calling bell point at the main door of the flat will be provided.
Painting And Finishing	Outside face of external walls will be finished with good quality cement paint. Internal face of the walls will be finished with good quality white wash.

REALTECH NIRMAN PVT. LTD.
S. K. Biswas
Director

Kabita Biswas



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North 24 Parganas

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31. Execution and Delivery

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

Kabita Biswas

(Kabita Biswas)
[Owner]

REALTECH NIRMAN PVT. LTD.

Shishir Sun-
SUNAM
Director

(Realtech Nirman Private Limited)
[Developer]

Witnesses:

Signature Shibsankar Saha

Name SHIB SANKAR SAHA

Father's Name Sarajit Saha

Address T-68, Teghoria Main Road

Kol-700157

Signature Debasish Patra

Name DEBASISH PATRAY

Father's Name Late Nirmal Patra

Address Rajarhat, Kaptal

Kol-131

Sulagna De.
SULAGNA DE
Advocate
High Court, Calcutta



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Receipt and Memo

Received from the within named Developer the within mentioned sum of Rs. 6,00,000/- (Rupees six lac) towards security deposit for development of the Said Property described in the 1st Schedule above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
Chq. 019234	14.05.2013	Axis Bank Ltd.	2,50,000/-
Chq. 019238	14.05.2013	Axis Bank Ltd.	2,50,000/-
Cash			1,00,000/-
Total			6,00,000/-

Kabita Biswas

(Kabita Biswas)
[Owner]

Witnesses:

1. *Shibsanakar Saha*
T-68, Toghoria Main Road
Kolkata - 700157
2. *Debanish Patra*
Rajarhat, Kanpur
KOL - 1317



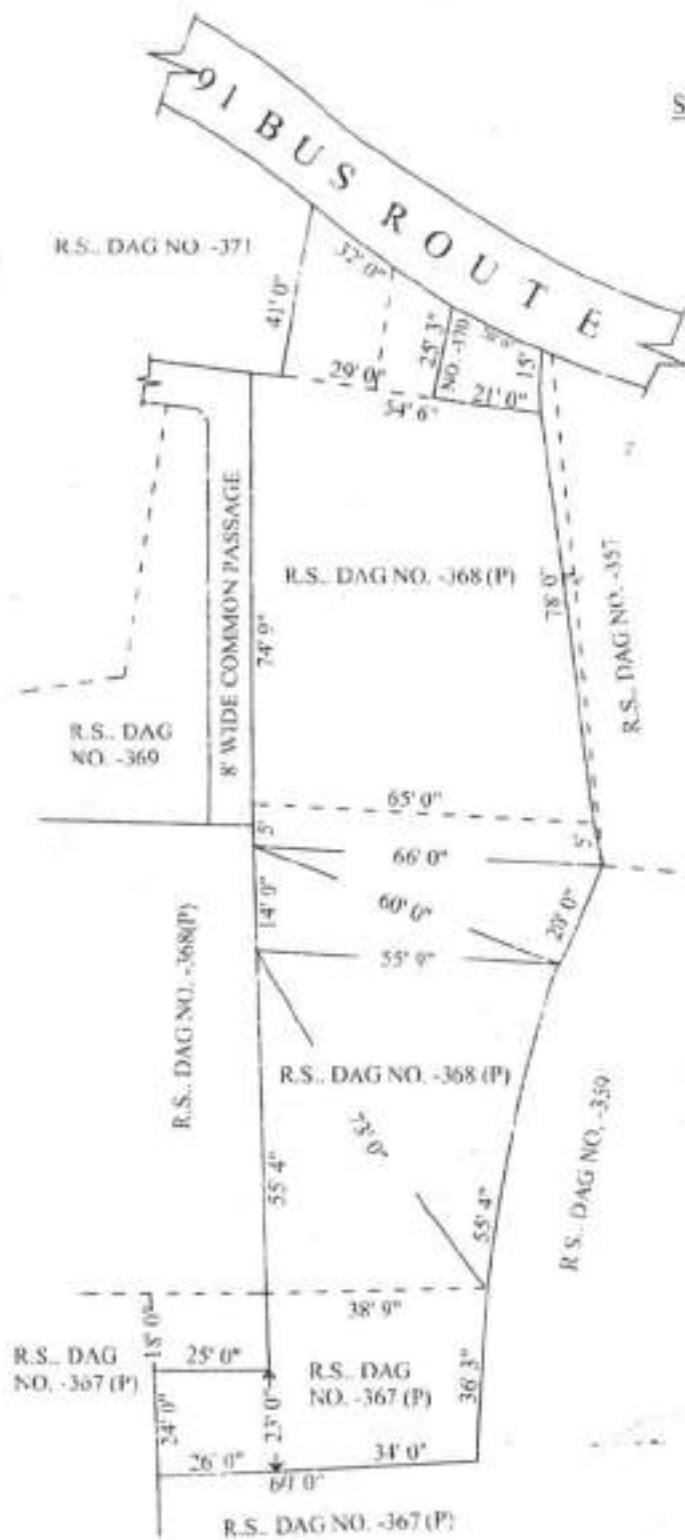
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SITE PLAN OF PART OF R.S. DAG NO. 367,368, 370 & 371, UNDER L.R. KHATIAN NO. 809 AT MOUZA-RECKUANI, J.L. NO. 13, R.S. NO. 198, P.S. - RAJARHAT, DIST. - NORTH 24 PARGANAS, UNDER RAJARHAT BISHNUPUR I NO. GRAM PANCHAYET.



SCALE:-N.T.S.



REFERENCE	DEED AREA IN DECIMAL
R.S. DAG NO. 367(P)	2.0050
R.S. DAG NO. 368(P)	7.8600
R.S. DAG NO. 370(P)	0.1334
R.S. DAG NO. 371(P)	0.0664
TOTAL =	10.8648

REALTECH NIRMAN PVT. LTD.

Shishir
Sharma
Director

Kabita Biswas

SIGNATURE OF OWNER
































SIGNATURE OF DEVELOPER



Additional District Sub-Registrar
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SPECIMEN FORM TEN FINGER PRINTS

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



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Rajarhat, New Town, North 24 Parganas

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

Endorsement For Deed Number : I - 14249 of 2013
(Serial No. 15342 of 2013 and Query No. 1523L000025547 of 2013)

On 13/12/2013

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

Presented for registration at 20.05 hrs on :13/12/2013, at the Private residence by Sk. Nasir , one of the Executants.

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

Execution is admitted on 13/12/2013 by

1. Kabita Biswas, wife of Prabir Biswas , Reckjuani, Kolkata, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135, By Caste Hindu, By Profession : House wife
2. 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
3. Sk. Nasir
Directir, 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 Shibsankar Saha, son of Sarajit Saha, T - 68, Teghoria Main Road, Kolkata, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700157, By Caste: Hindu, By Profession: Service.

(Debasish Dhar)
Additional District Sub-Registrar

On 16/12/2013

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.-42,19,675/-

Certified that the required stamp duty of this document is Rs.- 7021 /- and the Stamp duty paid as: Impresive Rs.- 50/-

(Debasish Dhar)
Additional District Sub-Registrar

On 17/12/2013

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:

Additional District Sub-Registrar
Salarhat, New Town, North 24 Parganas.

17 DEC 2013

(Debasish Dhar)
Additional District Sub-Registrar



Received from Mr. ...

13 DEC 2019



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

Endorsement For Deed Number : I - 14249 of 2013
(Serial No. 15342 of 2013 and Query No. 1523L000025547 of 2013)

Amount by Draft

Rs. 6610/- is paid , by the draft number 622058, Draft Date 13/12/2013, Bank Name State Bank of India, Rajarhat Township, received on 17/12/2013

(Under Article : B = 6589/- ,E = 21/- on 17/12/2013)

Deficit stamp duty

Deficit stamp duty Rs. 7021/- is paid , by the draft number 622057, Draft Date 13/12/2013, Bank : State Bank of India, Rajarhat Township, received on 17/12/2013

(Debasish Dhar)
Additional District Sub-Registrar




Additional District Sub-Registrar
Rajarhat, New Town, North 24 Parganas
(Debasish Dhar)
Additional District Sub-Registrar
EndorsementPage 2 of 2

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 20
Page from 13175 to 13207
being No 14249 for the year 2013.



(Debasish Dhar) 17-December-2013
Additional District Sub-Registrar
Office of the A.D.S.R. RAJARHAT
West Bengal