15582 I-14413

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हज़ार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

सत्यमेव जयते

INDIA

पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL H 974760

26/12/13 1745 G - 26520

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

DEVELOPMENT AGREEMENT

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

1. **Date:** 20th December 2013

2. **Place:** Kolkata

3. **Parties**

3.1 **Sima Hazra (Biswas)**, wife of Haridas Hazra, daughter of Late Basanti Biswas, by faith – Hindu, by occupation – House wife, by nationality – Indian, residing at Reckjoyani, Police Station & Post Office Rajarhat, District North 24 Parganas.

3.2 **Dipali Biswas**, wife of Samir Ranjan Biswas, daughter-in-law of Late Basanti Biswas, by faith – Hindu, by occupation – House wife, by nationality – Indian, residing at Reckjoyani, Police Station & Post Office Rajarhat, District North 24 Parganas.

3.3 **Rakesh Biswas**, son of Samir Ranjan Biswas, grandson of Late Basanti Biswas by faith – Hindu, by occupation – Business, by nationality – Indian, residing at Reckjoyani, Police Station Rajarhat, Kolkata 700 135, District North 24 Parganas.
(collectively **Owners**, includes successors- in-interest and/or assigns)

Sima Hazra (Biswas)

Rakesh Biswas

REALTECH NIRMAN PVT. LTD.
Shalini
Director

নম্বর : 2271

সন ও তারিখ : 19-12-13

ক্রেতার নাম : Shishir Gupta

ঠিকানা : 16, Anhart Road Kol-09

মূল্য : Rupees One Thousand Only

ক্রেতার :

কারামাত কোর্ট

জেলা : উত্তর ২৪ পরগনা

ফরিয়াদ তারিখ : 11 DEC 2013

স্টাম্প ডিউটি : RS 15 0000

ট্রেজারী বারাসাত

ক্রেতার : শ্রী শম্ভুনাথ ঘোষ

Identified by

Arnab Dey

ARNAB DEY
Advocate
High Court, Calcutta

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

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And

3.4 **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 Sree Bhagwan Gupta, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 and (2) **Sk Nasir**, son of Late Sk. Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 (**Developer**, includes successor-in-interest and assigns).

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

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

4. Subject Matter of Agreement

4.1 **Development of Said Property:** Understanding between the Owners and the Developer with regard to 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* Nos. 5957, 5958, 5959, *Mouza* Reckjoyani, J.L No. 13, Police Station Rajarhat, Additional District 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)** undivided *bastu* land measuring 12.36 (twelve point three six) decimal, more or less, comprised in R.S./L.R. *Dag* No. 368, recorded in L.R. *Khatian* Nos. 5957, 5958, 5959, *Mouza* Reckjoyani, J.L No. 13, Police Station Rajarhat, Additional District Sub-Registration Office Rajarhat [formerly Bidhannagar (Salt Lake City)], within Rajarhat-Bishnupur 1 No. Gram *Panchayat* (**Second Property**) **And (3)** undivided *dhokan* measuring 0.6666 (zero point six six six six) decimal more or less, comprised in R.S./L.R. *Dag* No. 370, recorded in L.R. *Khatian* Nos. 5957, 5958, 5959, *Mouza* Reckjoyani, J.L No. 13, Police Station Rajarhat, Additional District Sub-Registration Office Rajarhat [formerly Bidhannagar (Salt Lake City)], within Rajarhat-Bishnupur 1 No. Gram *Panchayat* (**Third Property**) **And (4)** undivided *bagan* land measuring 1.3328 (one point three three two eight) decimal, more or less, comprised in R.S./L.R. *Dag* No. 371, recorded in L.R. *Khatian* Nos. 5957, 5958, 5959, *Mouza* Reckjoyani, J.L No. 13, Police Station Rajarhat, Additional District Sub-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 16.3644 (sixteen point three six four four) decimal, equivalent to 9 (nine) *cottah* 14 (fourteen) *chittack* and 18 (eighteen) 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**).

REALTECH NIRMAN PVT. LTD.
Director

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 **Owners' Representations:** The Owners have 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

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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 Dumdum, 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.

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**).

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Director

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 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* Reckjuani, J.L No.13, Police Station Rajarhat, District North 24 Parganas, (**Prabir And Samir's Property**).

Rakesh Biswas. Sima Mozra (Biswas)

5.1.7 **First Sale to Basanti Biswas:** By First Deed of Conveyance dated 7th July 1992, registered in the Office of the Additional District Sub-Registrar at Bidhannagar (Salt Lake city), recorded in Book No. I, Volume No. 150, Pages from 147 to 152, Being No. 6830 for the year 1992, Prabir Ranjan Biswas and Samir Ranjan Biswas to Basanti Biswas, land measuring 2 (two) *cottah*, 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, out of the Prabir And Samir's land.

5.1.8 **Second Sale to Basanti Biswas** By Second Deed of Conveyance dated 16th December 1993, registered in the Office of the Additional District Sub-Registrar at Bidhannagar (Salt Lake city), recorded in Book No. I, Volume No. 270, Pages from 379 to 386, Being No. 9614 for the year 1993, Surendra Nath Biswas to Basanti Biswas, land measuring (**1**) land measuring 10.30 (ten point three zero) decimal, more or less, comprised in R.S. *Dag* No. 368, R.S. *Khatian* No. 1868 **And** (**2**) land measuring 1

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(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 being the entirety of Sova Rani's Property (**Basanti Biswas's Property**).

5.1.9 **Demise of Basanti Biswas:** Basanti Biswas, a Hindu, governed by the *Dayabhaga* School of Hindu Law died intestate, on 23rd September, 2005, leaving behind her surviving her 2 (two) sons, namely, Prabir Ranjan Biswas and Samir Ranjan Biswas (Since deceased) and 1 (one) daughter, namely, Sima Hazra [**Legal Heirs of Basanti Biswas**] as her only surviving legal heir and heiresses, who jointly inherited the absolute right, title and interest of Basanti Biswas's Property.

5.1.10 **Demise of Samir Ranjan Biswas:** Samir Ranjan Biswas, a Hindu, governed by the *Dayabhaga* School of Hindu Law died intestate, on 10th March, 2007 leaving behind his surviving his wife Dipali Biswas and 1 (one) son, namely, Rakesh Biswas [**Legal Heirs of Samir Ranjan Biswas**] as his only surviving legal heir and heiresses, who jointly inherited the absolute right, title and interest of Samir Ranjan Biswas in Basanti Biswas's Property.

5.1.11 **Mutation**: 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. 5957, 5958 and 5959 respectively.

5.1.12 **Ownership of the Owners:** In the above mentioned circumstances, the Owners have become the joint, absolute and undisputed owners of the owners of the Said Property which are given below :

Party	R. S. / L. R. Dag Nos.	Mouza	By inherited Area (Deci.)	By inherited Area which was Purchased by Samir Ranjan Biswas (Decimal)	Total Land area owned by the present owners (Decimal)
Sima Hazra	368	Reckjoyani	4.43		4.5000
	370		0.3334		0.3334
	371		0.6664		0.6664
Dipali Biswas	367	Reckjoyani		01	1.0000
	368		2.23	1.675	3.9320
	370		0.1666		0.1666
	371		0.3332		0.3332
Rakesh Biswas	367	Reckjoyani		01	1.0050
	368		2.23	1.675	3.928 0
	370		0.1666		0.1666
	371		0.3332		0.33342
					16.3644 Decimal

5.1.13 **Absolute Ownership:** In the aforesaid circumstances, the Owners have become the sole, absolute and undisputed Owners of Said Property, which is the subject matter of this Development Agreement.

5.1.9 **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*.

5.1.10 **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.

5.1.11 **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.

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Director

Sima Hazra (Biswas)
Rakesh Biswas

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5.1.12 **Owners have Authority:** The Owners have full right, power and authority to enter into this Agreement.

5.1.13 **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 I No. *Gram Panchayat* and other statutory authorities concerned with sanction (collectively **Planning Authorities**), as a ready-to-use residential-commercial buildings with specified areas, amenities and facilities to be enjoyed in common.

7. Appointment and Commencement

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

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Director

Sima Hazra (Biswas)

Rakesh Biswas

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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 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 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 Owners to the Developer, whichever is later (**Completion Time**).

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8.5 **Common Portions:** The Developer shall at its own costs install and erect in the Project 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 (**Flats**), the intending purchasers (collectively **Transferees**) shall pay the deposits demanded by WBSEDCL and other agencies and the Owners shall also pay the same for the Flats in the Owners' Allocation (defined in Clause 11.1 below). It is clarified that the expression Transferees includes the Owners and the Developer, to the extent of unsold or retained Flats in the New Buildings. The Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Developer, to accommodate its future plans regarding the integrating/adding (notionally or actually) other contiguous lands to the Said Property and the Owners hereby accept the same and shall not, under any circumstances, raise any objection or hindrance thereto.

Rakesh Biswas. Sima Hazra (Biswas)

8.6 **Building Materials:** The Developer shall be authorized in the name of the Owners to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Buildings but under no circumstances the Owners shall be responsible for the price/value, storage and quality of the building materials.

8.7 **Temporary Connections:** The Developer shall be authorized in the name of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the Said Property, upon payment of all usage charges.

8.8 **Co-operation by Owners:** The Owners shall not indulge in any activities which may be detrimental to the development of the Said Property and/or which may affect the

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mutual interest of the Parties. The Owners shall provide all co-operations that may be necessary for successful completion of the Project.

9. Possession and Alternative Accommodation

9.1 **Vacating by Owners:** Simultaneously herewith, the Owners have handed over *khas*, vacant, peaceful and physical possession of the entirety of the Said Property to the Developer, for the purpose of execution of the Project.

10. Powers and Authorities

10.1 **Power of Attorney:** The Owners shall grant to the Developer and/or its assigns, nominees, legal representatives a Power of Attorney empowering them to (1) mortgage the Said Property for the purpose of obtaining housing loan, (2) sanction/revalidate/modify/alter the Building Plans by the Planning Authorities, (3) obtain all necessary permissions from different authorities in connection with construction of the Project and for doing all things needful for development of the Said Property by construction of new residential building/s (4) sale of the constructed area of new residential building/s, (5) construction of the Project and (6) booking and sale of the Developer's Allocation (defined in Clause 12.1 below).

10.2 **Amalgamation and Extension of Project:** Notwithstanding grant of the aforesaid Powers of Attorney, the 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 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)** 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 monitory 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. 12,00,000/- (Rupees twelve lac) [**Deposit**] which shall be either adjusted against their allocation in the Said Property or refunded back to the Developer (collectively **Owners' Allocation**). It is clarified that the Owners' Allocation shall include undivided, impartible and 42% (forty two 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.

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 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 undivided 58% (fifty eight percent) of the sanctioned FAR (as per the Building Plans) against the Said Property in (1) the Common Portions of the New Buildings and (2) the land contained in the Said Property.

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Director

Sima Herzog (Biswas)
Rakesh Biswas.

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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.

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

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Director

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(**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 therefore (**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.

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 and with Occupancy Certificate from the Authority.

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

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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.

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.

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Director

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.

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

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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.

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

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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.

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.

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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 **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.

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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 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.

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.

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Director

Sima Hazra (Biswas)

Rakesh Biswas

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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.

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

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* Nos. 5957, 5958, 5959, *Mouza* Reckjoyani, J.L No. 13, Police Station Rajarhat, Additional District 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)** undivided *bastu* land measuring 12.36 (twelve point three six) decimal, more or less, comprised in R.S./L.R. *Dag* No. 368, recorded in L.R. *Khatian* Nos. 5957, 5958, 5959, *Mouza* Reckjoyani, J.L No. 13, Police Station Rajarhat, Additional District Sub-Registration Office Rajarhat [formerly Bidhannagar (Salt Lake City)], within Rajarhat-Bishnupur 1 No. Gram *Panchayat* (**Second Property**) **And (3)** undivided *dhokan* measuring 0.6666 (zero point six six six six) decimal, more or less, comprised in R.S./L.R. *Dag* No. 370, recorded in L.R. *Khatian* Nos. 5957, 5958, 5959, *Mouza* Reckjoyani, J.L No. 13, Police Station Rajarhat, Additional District Sub-Registration Office Rajarhat [formerly Bidhannagar (Salt Lake City)], within Rajarhat-Bishnupur 1 No. Gram *Panchayat* (**Third Property**) **And (4)** undivided *bagan* land measuring 1.3328 (one point three three two eight) decimal, more or less, comprised in R.S./L.R. *Dag* No. 371, recorded in L.R. *Khatian* Nos. 5957, 5958, 5959, *Mouza* Reckjoyani, J.L No. 13, Police Station Rajarhat, Additional District Sub-Registration Office Rajarhat [formerly Bidhannagar (Salt Lake City)], within Rajarhat-Bishnupur 1 No. Gram *Panchayat* (**Fourth Property**), **totaling to** land measuring 16.3644 (sixteen point three six four four) decimal, equivalent to 9 (nine) *cottah* 14 (fourteen) *chittack* and 18 (eighteen) square feet, more or less, delineated on a **Plan** annexed hereto and bordered in colour **Green** thereon and 4 Nos. *Dags* are butted and bounded as follows :

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.

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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

Mouza	R.S/L.R *Dag* Nos.	L.R. *Khatian* Nos.	Classification	Total Area Owned (in decimal)	Said Property (in decimal)
Reckjoani	367	5957, 5958 & 5959	*Bagan*	50	2.005
Reckjoani	368	5957, 5958 & 5959	*Bastu*	40	12.36
Reckjoani	370	5957, 5958 & 5959	*Dokan*	2	0.6666
Reckjoani	371	5957, 5958 & 5959	*Bagan*	17	1.3328
Total					**16.3644**

2nd Schedule
(Specifications)

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

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Director

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33. Execution and Delivery

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

Sima Hazra (Biswas)
(Sima Hazra (Biswas) (PAN-ADTPH1802R).

Dipali Biswas Rakesh Biswas

(Dipali Biswas)
(PAN-BOJPB7856P)

(Rakesh Biswas)
(PAN-BOJPB7857N)

[Owners]

REALTECH NIRMAN PVT. LTD.
Sh Nalin
Director

(Realtech Nirman Private Limited)
[Developer]

Witnesses:

Signature _____
Name Haridas Hazra
Father's Name L. Kalipada Hazra
Address B/3/11 Tenament sector
Bowbazar, Vidhan Rd
Kol - 108

Signature Pralay Ranjan Biswas
Name Pralay Ranjan Biswas
Father's Name Late Jitendra nath Biswas
Address Vill:- Ranjital para
P.O. & P.S:- Rajarhat
Dist:- (N) 24-Pgnas
Kolkata - 700 135

Drafted by
Arnab Dey.

ARNAB DEY
Advocate
High Court, Calcutta

ARNAB DEY
Advocate
High Court, Calcutta

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

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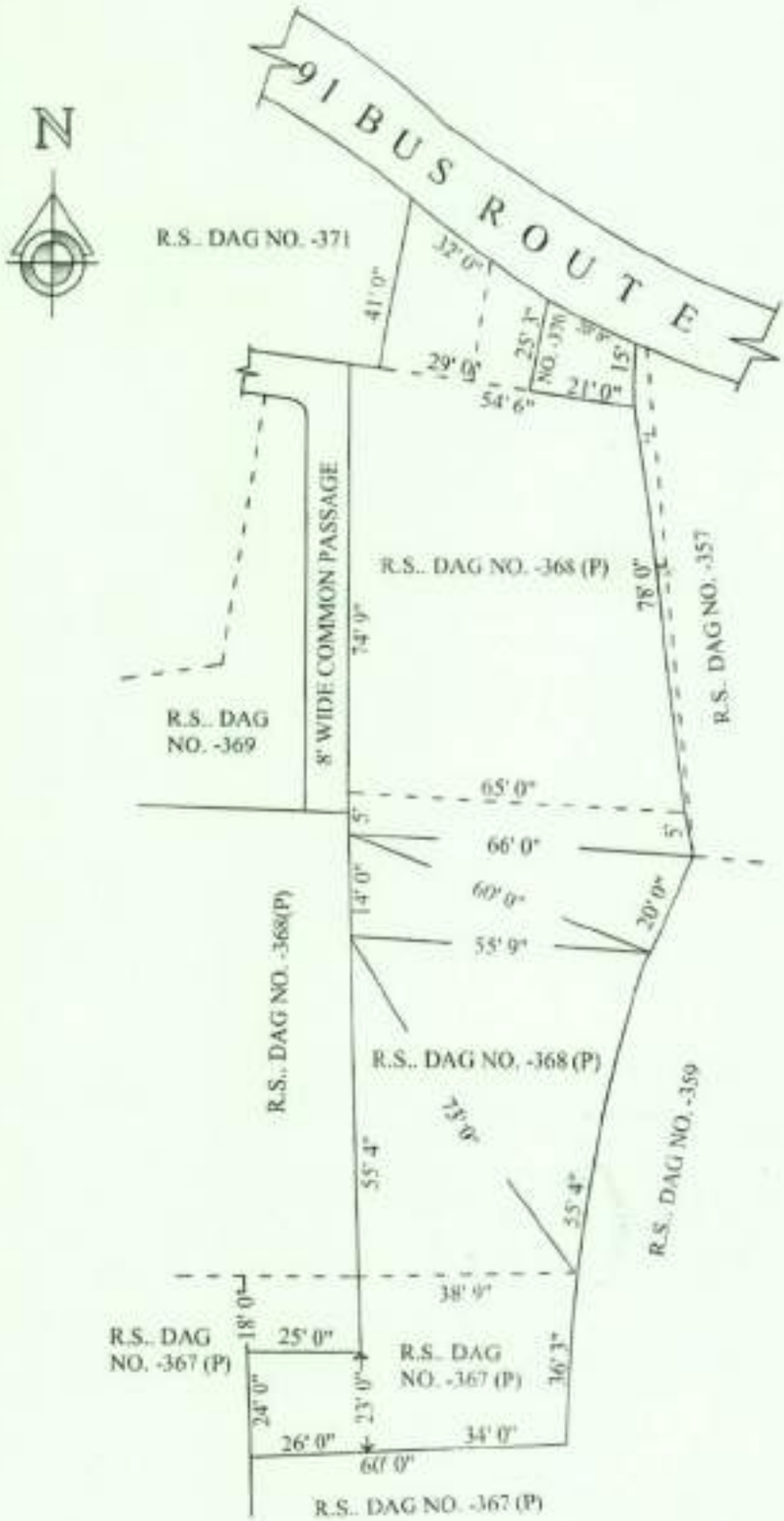
SITE PLAN OF PART OF R.S. DAG NO. 367,368, 370 & 371, UNDER L.R. KHATIAN NOS. 5957,5958,5959, AT MOUZA- RECKJUANI, J.L. NO. 13, R.S. NO. 198, P.S. - RAJARHAT, DIST.- NORTH 24 PARGANAS. UNDER RAJARHAT BISHNUPUR 1 NO. GRAM PANCHAYET.

SCALE:-N.T.S.



REFERENCE	DEED AREA IN DECIMAL
R.S. DAG NO. 367(P)	2.005
R.S. DAG NO. 368(P)	12.36
R.S. DAG NO. 370(P)	0.6666
R.S. DAG NO. 371(P)	1.3328
TOTAL =	16.3644

Sima Hazra (Biswas)

Rakesh Biswas.

REALTECH NIRMAN PVT. LTD.
Director

SIGNATURE OF OWNERS

SIGNATURE OF DEVELOPER

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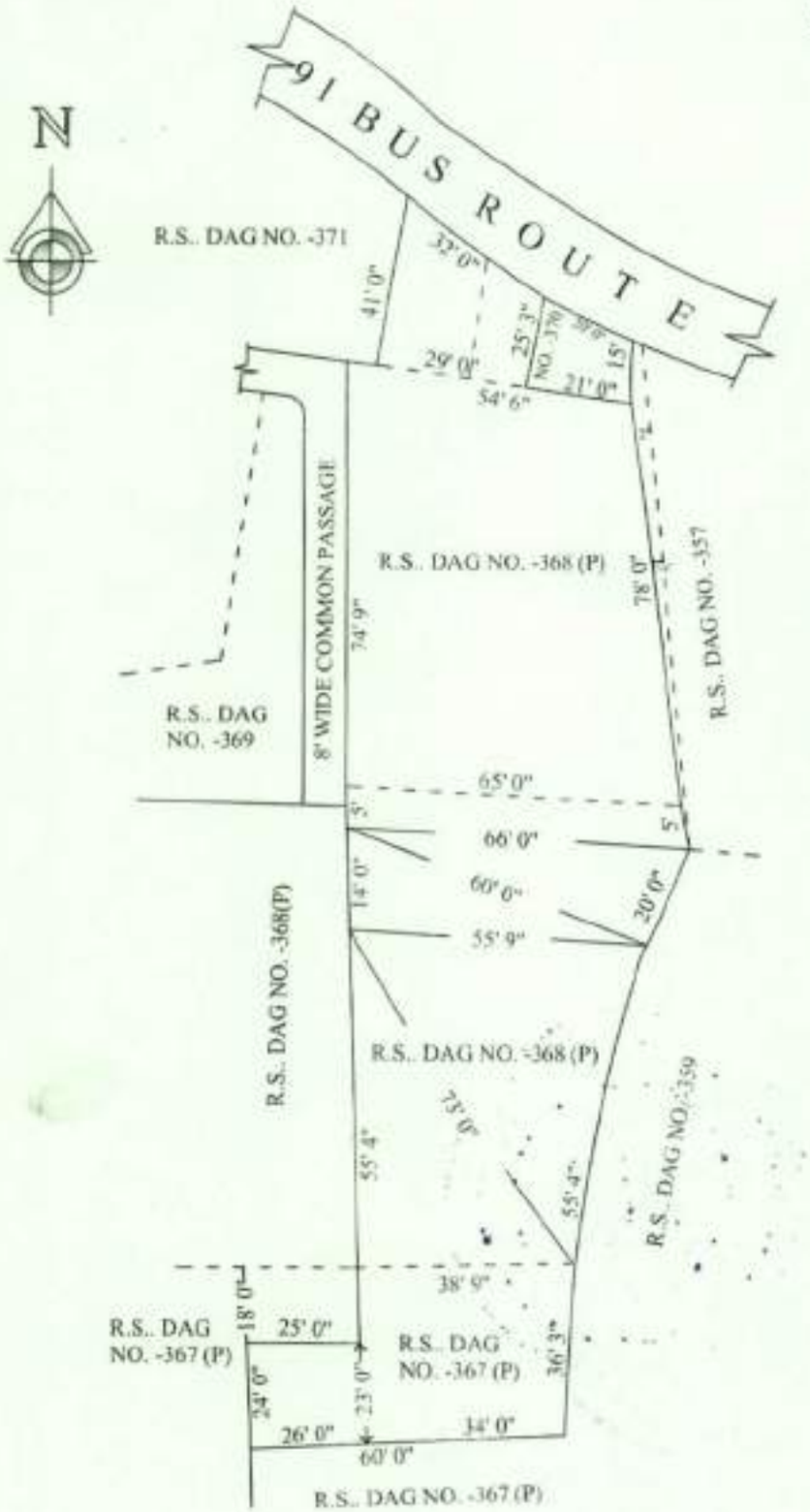
SITE PLAN OF PART OF R.S. DAG NO. 367,368, 370 & 371, UNDER L.R. KHATIAN NOS. 5957,5958,5959, AT MOUZA- RECKJUANI, J.L. NO. 13, R.S. NO. 198, P.S. - RAJARHAT, DIST.- NORTH 24 PARGANAS. UNDER RAJARHAT BISHNUPUR 1 NO. GRAM PANCHAYET.

SCALE:-N.T.S.



REFERENCE	DEED AREA IN DECIMAL
R.S. DAG NO. 367(P)	2.005
R.S. DAG NO. 368(P)	12.36
R.S. DAG NO. 370(P)	0.6666
R.S. DAG NO. 371(P)	1.3328
TOTAL =	16.3644

Sima Hazra (Bisawas)

Rakesh Bisawas

REALTECH NIRMAN PVT. LTD.
Director

SIGNATURE OF OWNERS

SIGNATURE OF DEVELOPER

Seal of the Additional District Sub-Registrar

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

20 DEC 2013

SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or Presentants					
	 Sima Hazra (Biswas)	Little	Ring	Middle	Fore	Thumb
				(Left Hand)		
		Thumb	Fore	Middle	Ring	Little
				(Right Hand)		
	 সিমা হাজরা বিশ্বাস	Little	Ring	Middle	Fore	Thumb
				(Left Hand)		
		Thumb	Fore	Middle	Ring	Little
				(Right Hand)		
	 Rakesh Biswas	Little	Ring	Middle	Fore	Thumb
				(Left Hand)		
		Thumb	Fore	Middle	Ring	Little
				(Right Hand)		

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

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

20 DEC 2013

SPECIMEN FORM TEN FINGER PRINTS

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

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

20 DEC 2017

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. 15582 / 2013, Deed No. (Book - I , 14413/2013)

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Sima Hazra (Biswas) Reckjoyani, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India,	 20/12/2013	 LTI 20/12/2013	Sima Hazra (Biswas) 20/12/2013

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

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Sima Hazra (Biswas) Address -Reckjoyani, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India,	Self	 20/12/2013	 LTI 20/12/2013	Sima Hazra (Biswas)
2	Dipali Biswas Address -Reckjoyani, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India,	Self	 20/12/2013	 LTI 20/12/2013	[illegible]
3	Rakesh Biswas Address -Reckjoyani, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India,	Self	 20/12/2013	 LTI 20/12/2013	Rakesh Biswas
4	Shishir Gupta Address -T - 68, Teghoria Main Road, Kolkata, Thana:-Baguiati, P.O. :-Baguiati, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700157	Confirming Party	 20/12/2013	 LTI 20/12/2013	[illegible]

Additional District Sub-Registrar
Rajarhat, (Bidhannagar), North 24 Parganas
Additional District Sub-Registrar
Office of the A.D.S.R. RAJARHAT
20 DEC 2013

Seal of the Additional District Sub-Registrar
Barasat, Barasat, North 24 Parganas

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. 15582 / 2013, Deed No. (Book - I , 14413/2013)

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

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
5	Sk. Nasir Address -T - 68, Teghoria Main Road, Kolkata, Thana:-Baguiati, P.O. :-Baguiati, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700157	Confirming Party	 20/12/2013	 LTI 20/12/2013	Sk Nasir

Name of Identifier of above Person(s)
Arnab Dey
High Court, District:-Kolkata, WEST BENGAL, India,

Signature of Identifier with Date
Arnab Dey.
20/12/13

Additional District Sub-Registrar
(Debasish Dhar)
Rajarhat, New Town, North 24 Parganas
Additional District Sub-Registrar
Office of the A.D.S.R. RAJARHAT

20 DEC 2013

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

Government Of West Bengal

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

Endorsement For Deed Number : I - 14413 of 2013
(Serial No. 15582 of 2013 and Query No. 1523L000026520 of 2013)

On 20/12/2013

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

Rs. 13210/- is paid , by the draft number 622127, Draft Date 20/12/2013, Bank Name State Bank of India, Rajarhat Township, received on 20/12/2013

(Under Article : B = 13189/- ,E = 21/- on 20/12/2013)

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.-47,14,824/-

Certified that the required stamp duty of this document is Rs.- 7021 /- and the Stamp duty paid as: Impresive Rs.- 1000/-

Deficit stamp duty

Deficit stamp duty Rs. 6050/- is paid , by the draft number 622128, Draft Date 20/12/2013, Bank : State Bank of India, Rajarhat Township, received on 20/12/2013

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

Presented for registration at 13.45 hrs on :20/12/2013, at the Office of the A.D.S.R. RAJARHAT by Sima Hazra (Biswas) , one of the Executants.

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

Execution is admitted on 20/12/2013 by

1. Sima Hazra (Biswas), wife of Haridas Hazra , Reckjoyani, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : House wife
2. Dipali Biswas, wife of Samir Ranjan Biswas , Reckjoyani, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : House wife
3. Rakesh Biswas, son of Samir Ranjan Biswas , Reckjoyani, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Business
4. Shishir Gupta
   Director, Realtech Nirman Pvt Ltd, T - 68, Teghoria Main Road, Kolkata, Thana:-Baguiati, P.O. :-Hatiara, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700157.
   , By Profession : Business

Additional District Sub-Registrar
Rajarhat, New Town, North 24 Parganas
20 DEC 2013
(Debasish Dhar)
Additional District Sub-Registrar

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

Endorsement For Deed Number : I - 14413 of 2013

(Serial No. 15582 of 2013 and Query No. 1523L000026520 of 2013)

5. Sk. Nasir
Director, Realteck 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 Arnab Dey, son of . ., High Court, District:-Kolkata, WEST BENGAL, India, , By Caste: Hindu, By Profession: Advocate.

(Debasish Dhar)
Additional District Sub-Registrar

Additional District Sub-Registrar
Rajarhat, New Town, North 24 Parganas
20 DEC 2013
(Debasish Dhar)
Additional District Sub-Registrar

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 21
Page from 2311 to 2336
being No 14413 for the year 2013.

(Debasish Dhar) 20-December-2013
Additional District Sub-Registrar
Office of the A.D.S.R. RAJARHAT
West Bengal