

9847

2-9469/16



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

U 230994

5.9.16
Q-1/326713

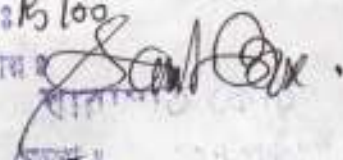
Certified that the document is admitted to registration. The signature sheet/sheets & the endorsement sheet/sheets attached with this document are the part of this document.

DEVELOPMENT AGREEMENT

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

05 SEP 2016

1. Date: 1st September, 2016
2. Place: Kolkata
3. Parties
 - 3.1 Skyscraper Space 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 AAQCS9847L], 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

নম্বর : ৭৪
সন ও তারিখ : 15.06.16
ক্রতার নাম : Shishir Gupta
ঠিকানা : T-68, T.M. Road, Kol-157.
মূল্য : Rs 100
ডেডার : 

খরিদ তার : 12 JUN 2016
মোট ট্যান্স খরিদ : RS150000
ক্রতার বারাসাফ
ডেডার : শ্রী সন্তোষ রায়

উপস্থিত সকল বিষয়ে সঠিকভাবে
নির্দেশনা দেওয়া হয়েছে এবং
স্বাক্ষরিত হয়েছে।
একটি কপি এই নথি সংরক্ষণ করা
হবে।

অতিরিক্ত কপি সংরক্ষণ
করা হয়েছে।

৭৪/১৫.০৬.১৬



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

05 SEP 2016

- 3.2 **Skyscraper Heights 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 AAQCS9846M], 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
- 3.3 **Skyscraper Enclave Private Limited**, a company incorporated under the Companies Act, 1956 having its registered office at T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN AAQCS9841N], represented by its director, namely (1) **Shishir Gupta**, son of Late 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
- 3.4 **Skyscraper Manor Private Limited**, a company incorporated under the Companies Act, 1956 having its registered office at T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN AAQCS 9848 F], 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.
- 3.5 **Skyscraper Griha 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 AAQCS9843Q], 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.
- 3.6 **Skyscraper Real Estate 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 AAQCS9845J], 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-700157.0
(collectively **Owners**, include successors- in-interest and/or assigns)



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

05 SEP 2016

And

- 3.7 **Signature Vanijya Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at T-68, Teghoria Main Road, Police Station Baguiati, Kolkata-700157 (**PAN AAPCS1007F**), represented by its directors, namely (1) **Shishir Gupta**, son of Late Shree Bhagwan Gupta, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 and (2) **Sk Nasir**, son of Late Sk. Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157.
(**Developer**, includes successor-in-interest and assigns)

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

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

4. Subject Matter of Agreement

- 4.1 **Development of Said Property:** Understanding between the Owners and the Developer with regard to development (in the manner specified in this Agreement) of (1) land measuring 16 (sixteen) decimal comprised in R.S./L.R. Dag No. 488, recorded in L.R. Khatian Nos. 5764, 5765, 5766, 5767, 5768, 5769, Mouza- Patharghata, J. L. No. - 36, Police Station Newtown (formerly Rajarhat), Additional District Sub-Registration Office, Rajarhat within Patharghata Gram Panchayat, District North 24 Parganas (**First Property**) And (2) land 26 (twenty six) decimal, comprised in R.S./L.R. Dag No. 489, recorded in L.R. Khatian Nos. 5764, 5765, 5766, 5767, 5768, 5769, Mouza- Patharghata, J. L. No. - 36, Police Station Newtown (formerly Rajarhat), Additional District Sub-Registration Office Rajarhat, within Patharghata Gram Panchayat, District North 24 Parganas (**Second Property**) And (3) land measuring 5 (five) decimal comprised in R.S./L.R. Dag No. 490, recorded in L.R. Khatian Nos. 5764, 5765, 5766, 5767, 5768, 5769, Mouza- Patharghata, J. L. No. - 36, Police Station Newtown (formerly Rajarhat), Additional District Sub-Registration Office Rajarhat, within Patharghata Gram Panchayat, District North 24 Parganas (**Third Property**), the First Property, the Second Property, the Third Property, **totaling to** land measuring 47 (forty seven) decimal equivalent to 28 (twenty eight) *cottah* 06 (six) *chittack* 43 (forty three) square feet, more or less, more fully and collectively described in the **1st Schedule** below and delineated on the Plan attached hereto and bordered in colour Green thereon (collectively **Said Property**), by construction of new residential cum commercial buildings (**New Buildings**) on the Said Property [**Project**].



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

05 SEP 2016

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 Eyakub Ali Molla *alias* Eyakub Molla *alias* Eyakub Mondal:** Eyakub Ali Molla *alias* Eyakub Molla *alias* Eyakub Mondal is the recorded owner of land measuring **(1)** 6.67 (six point six seven) decimal comprised in Sabek *Dag* No. 533, R.S./L.R. *Dag* No. 488, **(2)** 10.82 (ten point eight two) decimal comprised in Sabek *Dag* No. 534, R.S./L.R. *Dag* No. 489, and **(3)** 2.08 (two point zero eight) decimal in Sabek *Dag* No. 535, R.S./L.R. *Dag* No. 490, all in *Mouza* -Patharghata, J. L. No. 36, Police Station Rajarhat, District North 24 Parganas (collectively **Eyakub's Property**).

5.1.2 **Record of Right:** Eyakub Ali Molla *alias* Eyakub Molla *alias* Eyakub Mondal mutated his name, as owner of Eyakub's Property, in the records of Land Revenue Settlement vide L.R. Khatian No. 55.

5.1.3 **Ownership of Noorjahan Bibi :** Noorjahan Bibi was the recorded owner of land measuring (1) 1.33 (one point three three) decimal comprised in Sabek *Dag* No. 533, R.S./L.R. *Dag* No. 488, (2) 2.18 (two point one eight) decimal comprised in in Sabek *Dag* No. 534, R.S./L.R. *Dag* No. 489, and (3) 0.42 (zero point four two) decimal in Sabek *Dag* No. 535, R.S./L.R. *Dag* No. 490, all in *Mouza* -Patharghata, J. L. No. 36, Police Station Rajarhat, District North 24 Parganas (collectively **Noorjahan's Property**)

5.1.4 **Record of Right:** Noorjahan Bibi mutated her name, as owner of Noorjahan's Property, in the records of Land Revenue Settlement vide L.R. Khatian No. 58.

5.1.5 **Demise of Noorjahan Bibi:** Noorjahan Bibi, a Muslim, governed by the Sunni School of Mohammedan Law, died intestate on 7th July 2000, leaving behind her 8 (eight) sons, namely, Nuralam Molla, Md. Narul Haque Molla, Alim Molla *alias* Halim Molla, Ali Hossain Molla, Abu Hossain Molla *alias* Abu Hossain, Noor Hossain Mollia, Sabir Hossain *alias* Ssabir Hossain Molla and Chalim Molla (*since deceased*) and 1(one) daughter, namely, Halima Khatun, as her only surviving legal heirs and heiresses, (collectively **Legal Heirs of Noorjahan Bibi**) as her surviving legal heirs and heiresses, who jointly and inherited the right, title and interest of Noorjahan's Property, as per the Muslim law of inheritance.

- 5.1.6 **Demise of Chalim Molla:** Chalim Molla, a Muslim, governed by the Sunni School of Mohammedan Law, died intestate on 16th August 2009, leaving behind his wife, namely Ajmira Bibi, 7 (seven) brothers, namely, Nuralam Molla, Md. Narul Haque Molla, Alim Molla *alias* Halim Molla, Ali Hossain Molla, Abu Hossain Molla *alias* Abu Hossain, Noor Hossain Molla and Sabir Hossain *alias* Ssabir Hossain Molla) and 1(one) sister, namely, Halima Khatun, as his only surviving legal heirs and heiresses, (collectively **Legal Heirs of Chalim Molla**) who jointly and inherited the right, title and interest of Chalim Molla's share in Noorjahan's Property, as per the Muslim law of inheritance.
- 5.1.7 **Sale to Skyscraper Space Private Limited and others:** By a Deed of Conveyance, dated 15th July 2014, registered in the Office of the Additional District Sub-Registrar, Rajarhat, in Book No. I, CD Volume No. 14, at Pages 335 to 357, being Deed No. 08616 for the year 2014, Eyakub Ali Molla *alias* Eyakub Molla *alias* Eyakub Mondal, Nuralam Molla, Md. Narul Haque Molla, Alim Molla *alias* Halim Molla, Ali Hossain Molla, Abu Hossain Molla *alias* Abu Hossain, Noor Hossain Molla and Sabir Hossain *alias* Ssabir Hossain Molla, Halima Khatun and Ajmira Bibi, jointly sold conveyed and transferred the Eyakub's Property and Noorjahan's Property to Skyscraper Space Private Limited (Owner No. 3.1 herein), Skyscraper Heights Private Limited (Owner No. 3.2 herein), Skyscraper Enclave Private Limited, (Owner No. 3.3 herein), for the consideration mentioned therein (**First Portion of the Said Property**).
- 5.1.8 **Ownership of Hinguljaan Bibi *alias* Ibuljaan Bibi:** Hinguljaan Bibi *alias* Ibuljaan Bibi is the recorded owner of land measuring (1) 1.33 (one point three three) decimal comprised in *Sabek* Dag No. 533, R.S./L.R. Dag No. 488, recorded L.R. Khatian No. 57, (2) 2.18 (two point one eight) decimal comprised in *Sabek* Dag No. 534, R.S./L.R. Dag No. 489, recorded L.R. Khatian No. 57 and (3) 0.42 (zero point four two) decimal in *Sabek* Dag No. 535, R.S./L.R. Dag No. 490, recorded L.R. Khatian No. 57, all in Mouza - Patharghata, J.L. No. 36, Police Station -Rajarhat, District North 24 Parganas (collectively **Hinguljaan's Property**).
- 5.1.9 **Record of Right:** Hinguljaan Bibi *alias* Ibuljaan Bibi mutated her name, as owner of Hinguljaan's Property, in the records of Land Reforms Settlement vide L. R. Khatian No. 57.
- 5.1.10 **Ownership of Apcher Molla *alias* Apser Molla *alias* Apcher Ali Molla:** Apcher Molla *alias* Apser Molla *alias* Apcher Ali Molla was the recorded owner of land measuring (1) 6.67 (six point six seven) decimal comprised in *Sabek* Dag No. 533, R.S./L.R. Dag No. 488, recorded L.R. Khatian No. 424, (2) 10.81 (ten point eight one) decimal comprised in *Sabek* Dag No. 534, R.S./L.R. Dag No. 489, recorded L.R. Khatian No. 424, and (3) 2.08 (two point zero eight) decimal in *Sabek* Dag No. 535, R.S./L.R. Dag No.



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

05 SEP 2016

490, recorded L.R. Khatian No. 424, all in Mouza -Patharghata, J. L. No. 36, Police Station Rajarhat, District North 24 Parganas (collectively **Apcher's Property**)

- 5.1.11 **Record of Right** : Apcher Molla alias Apser Molla *alias* Apcher Ali Molla mutated his name, as owner of Apcher's Property, in the records of Land Reforms Settlement vide L. R. Khatian No. 424.
- 5.1.12 **Demise of Apcher Molla *alias* Apser Molla *alias* Apcher Ali Molla**: Apcher Molla *alias* Apser Molla *alias* Apcher Ali Molla, a Muslim, governed by the Sunni School of Mohammedan Law, died intestate leaving behind his wife, Noor Nehar Bibi *alias* Minuch Bibi *alias* Minu Bibi, 1 (one) son, namely, Mucha Molla, and 3(three) daughters, namely, Kanchom Bibi *alias* Kanchan Bibi *alias* Sekh Kanchan, Kulchom Bibi *alias* Fuleshyam Bibi *alias* Fulshom Bibi, Aasma Bibi *alias* Aasma Khatun, as his only surviving legal heirs and heiresses, (collectively **Legal Heirs of Apcher Molla *alias* Apser Molla *alias* Apcher Ali Molla**), who jointly inherited the right, title and interest of Apcher's Property, as per the Muslim law of inheritance.
- 5.1.13 **Sale to Skyscraper Manor Private Limited and others**: By a Deed of Conveyance, dated 24th July 2014, registered in the Office of the Additional District Sub-Registrar, Rajarhat, in Book No. 1, CD Volume No. 13, at Pages 11980 to 12003, being Deed No. 08533 for the year 2014, Hinguljaan Bibi *alias* Ibuljaan Bibi, Noor Nehar Bibi *alias* Minuch Bibi *alias* Minu Bibi, Mucha Molla, Kanchom Bibi *alias* Kanchan Bibi *alias* Sekh Kanchan, Kulchom Bibi *alias* Fuleshyam Bibi *alias* Fulshom Bibi and Aasma Bibi *alias* Aasma Khatun, jointly sold conveyed and transferred the Hinguljaan's Property and Apcher's Property to Skyscraper Manor Private Limited (Owner No. 3.4 herein), Skyscraper Griha Nirman Private Limited (Owner No. 3.5 herein), Skyscraper Real Estate Private Limited (Owner No. 3.6 herein), for the consideration mentioned therein (**Second Portion of the Said Property**).
- 5.1.14 **Record of Right**: Skyscraper Space Private Limited, Skyscraper Heights Private Limited, Skyscraper Enclave Private Limited, Skyscraper Manor Private Limited, Skyscraper Griha Nirman Private Limited, Skyscraper Real Estate Private Limited, mutated their names, in the records of Land Reforms Settlement vide L. R. Khatian Nos. 5767, 5768, 5769, 5766, 5764, 5765 as owner of their respective land in the First Portion of the Said Property and Second Portion of the Said Property, collectively **Said Property**.



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

05 SEP 2016

- 5.1.15 **Absolute Ownership:** In the above mentioned circumstances, the Owners have become the joint, absolute and undisputed owners of the Said Property. The Said Property herein is the subject matter of this Development Agreement.
- 5.1.16 **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 *lis pendens*.
- 5.1.17 **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.
- 5.1.18 **Owners have Authority:** The Owners have full right, power and authority to enter into this Agreement.
- 5.1.19 **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 Developers under this Agreement.
- 5.1.20 **No Acquisition/Requisition:** The Owners declare that the Said Property has not been acquired, required or included in any scheme of acquisition or requisition and the Owners have neither received nor is aware of any notice or order from any Authority or Statutory Body or Government Department for any such acquisition, requisition or scheme.
- 5.1.21 **No Excess Land:** The Said Property does not contain any excess land and the Owners also does not hold any excess land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- 5.1.22 **No Encumbrance:** The Owners have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing (including creation of statutory or customary right of easement) whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title. The Said Property is free from all claims, demands, encumbrances, mortgages, equitable mortgages, charges, liens, attachments, *lis pendens*, uses, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, restrictions and liabilities whatsoever or howsoever made or suffered by the Owners and the title of the Owners to the Said Property is good, free, clear, bankable and marketable.



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

05 SEP 2016

- 5.1.23 **Right, Power and Authority to Develop:** The Owners have good right, full power, absolute authority and indefeasible title to develop, grant, sell, convey, transfer, assign and assure the Said Property.
- 5.1.24 **No Dues:** No revenue, cess, Panchayat taxes, other taxes, surcharges, impositions, outgoings or levies of any nature whatsoever in respect of the Said Property is due to the Government or any other authority or authorities and no demands, recovery proceedings or Certificate Cases are pending for realization of any dues from the Owners.
- 5.1.25 **No Right of Pre-emption:** No person, entity or authority whatsoever have/had/has or ever claimed any right of pre-emption over and in respect of the Said Property or any part thereof.
- 5.1.26 **No Mortgage:** No mortgage or charge has been created by the Owners in respect of the Said Property or any part thereof, whether by deposit of title deeds or otherwise.
- 5.1.27 **No Previous Agreement:** The Owners have ascertained that the Said Property is not the subject matter of any previous agreement, whether oral or in writing, save and except the Said Agreements and the POAs.
- 5.1.28 **No Guarantee:** The Said Property is not affected by or subject to any corporate guarantee or personal guarantee for securing any financial accommodation.
- 5.1.29 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Owners from developing, selling, transferring and/or alienating the Said Property or any part thereof.
- 5.1.30 **No Transfer:** The Owners have not created any third party interest of any nature whatsoever and/or has not delegated any of the Owners' right either flowing from the Said Agreements or otherwise to any third party in any manner whatsoever.
- 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.



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

05 SEP 2016

- 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 cluster of new residential/commercial building/s thereon development scheme 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 in accordance with architectural plan (**Building Plans**) to be prepared by the Architect/s appointed by the Developer from time to time (**Architect**), preferably after discussion with the Owners and taking into consideration their views and suggestions, if any, duly sanctioned by the Patharghata *Gram Panchayat*, Rajarhat *Panchayat Samity*, *Zilla Parishad*, NKDA 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.



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

05 SEP 2016

7. Appointment and Commencement

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

8. Sanction and Construction

- 8.1 **Sanction of Building Plans:** The Developer (as the agent of the Owners but at its own costs and responsibility) shall, at the earliest, obtain from the Planning Authorities, revalidation/ modification/alteration of the Building Plans, if required. In this regard it is clarified that (1) full potential of FAR of the Said Property shall be utilized for construction of the Project (2) the Developer shall obtain all sanctions, permissions, clearances and approvals needed for the Project (including final/modified sanction of the Building Plans and Occupancy Certificate) and (3) all costs and fees for sanctions/revalidation/ modification/ alteration, permissions, clearances and approvals shall be borne and paid by the Developer.
- 8.2 **Architect and Consultants:** The Owners confirm that the Owners have authorized the Developer to appoint the Architect and other consultants to complete the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer and the Owners shall have no liability or responsibility.
- 8.3 **Construction of New Buildings:** The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owners construct, erect and complete the Project on the Said Property.
- 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 42 (forty two) months from the date of obtaining the sanctioned Building Plans or the date of



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

05 SEP 2016

obtaining conversion of Said Property or other statutory permission from authorities concerned with regard to sanction of Building Plans/Project or from the date of handing over of *khas*, vacant, peaceful and physical possession of the entirety of the Said Property by the Owners to the Developer, whichever is later (**Completion Time**) and the Completion Date may be extended by a period of 6 (six) months (**Extended Period**), at the option of the Developer.

- 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.
- 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 mutual interest of the Parties. The Owners



Additional District Registrar
Rajarat, New Town, North 24-Pgs

05 SEP 2016

shall provide all co-operations that may be necessary for successful completion of the Project.


9. Possession

- 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 proportionate portion of the undivided land share in the Said Property for the purpose of obtaining housing loan for intending buyer, (2) sanction/revalidate /modify/alter the Building Plans by the Planning Authorities, (3) obtain all necessary permissions from different authorities in connection with construction of the Project and for doing all things needful for development of the Said Property by construction of new residential-commercial building/s (4) construction of the Project and (5) booking and sale of the Developer's Allocation (defined in Clause 12.1 below).
- 10.2 **Amalgamation and Extension of Project:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby undertake that the Owners shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to amalgamate the Said Property with the adjoining plots for extension of the Project and use of Common Portions.
- 10.3 **Further Acts:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby undertake that the Owners shall execute, as and when necessary, all papers, documents, plans, common portion etc. for enabling the Developer to perform all obligations under this Agreement.

11. Owners' Allocation

- 11.1 **Owners' Allocation:** It has been mutually agreed between the Parties that the Owners shall be entitled to 20% (twenty percent) of the construction 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 and in the event full allotment is not made either or any reason then area of allotment shall be adjusted against monetary consideration (2) undivided share, against the sanctioned FAR of the Said Property as per the
- 



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

05 SEP 2016

sanctioned Building Plans, in the roof of the New Buildings including the area for access to Common Portions and (3) It is clarified that the Owners' Allocation shall include undivided, impartible and indivisible in 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 the entirety of the balance constructed area in the Project on the Said Property, excluding Owners' Allocation, comprising of (a) residential cum commercial units in the Project, (b) open and covered car parking spaces in the Project and (2) undivided proportionate share in 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 proportionate share in (1) the Common Portions of the Project and (2) the land contained in the Said Property. The Developer shall have the exclusive right over the Club and the roof of the New Buildings in the Project.

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



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

05 SEP 2016

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 42 (forty two) 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 Owners shall take possession of the Owners'



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

05 SEP 2016

Allocation and if the Owners do not take such possession, it shall be deemed that the Developer has delivered possession to the Owners.

- 15.2 **Possession Date and Rates:** On and from such date of the Owners taking physical possession or the aforementioned deemed possession, whichever be earlier (**Possession Date**), the Parties shall become liable and responsible for the Rates in respect of their respective Allocations.
- 15.3 **Punctual Payment and Mutual Indemnity:** The Parties shall punctually and regularly pay the Rates for their respective allocations to the concerned authorities and the Parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them, as the case may be, consequent upon a default by the other.
- 15.4 **Maintenance:** The Developer 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.



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

05 SEP 2016

- 17.2 **Meaning of Completion:** The word 'completion' shall mean habitable state with water supply, sewage connection, electrical installation and all other facilities and amenities as be required to be provided to make the Flats ready-for-use.
- 17.3 **Compliance with Laws:** The execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure compliance.
- 17.4 **Planning, Designing and Development:** The Developer shall be responsible for planning, designing and development of the New Buildings with the help of the Architect, professional bodies, contractors, etc.
- 17.5 **Specifications:** The Developer shall construct the New Buildings as per the specifications given in the 2nd Schedule below (**Specifications**).
- 17.6 **Commencement of Project:** The development of the Said Property shall commence as per the Specifications, Building Plans, Scheme, rules, regulations, bye-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, the Owners having no responsibility in respect thereof in any manner whatsoever.
- 17.7 **Construction at Developer's Cost and Responsibility and Warranty:** The Developer shall construct the New Buildings at its own cost and responsibility and shall be responsible for construction defects for a period of 1 (one) year from the date of completion, in accordance with the Promoters Act. The Developer shall alone be responsible and liable to Government, Corporation and other authorities concerned and to the occupants/Transferees and shall alone be liable for any loss or for any claim arising from such construction (including labour liabilities and workmen's compensation) and shall indemnify the Owners against any claims, loss or damages for any default or failure or breach on the part of the Developer.
- 17.8 **Tax Liabilities:** All tax liabilities applicable in relation to the development, namely sales tax, value added tax, service tax, works contract tax and other dues shall be paid by the person liable to pay such tax in accordance with law.
- 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



Additional District Sub-registrar,
Raipurat, New Town, North 24-Pgs

05 SEP 2016

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 Owners not to violate or contravene any provision of law, regulation or rule applicable to construction of the New Buildings.
- 17.11 **No Obstruction in Dealing with Owners' Allocation:** The Developer hereby agrees and covenants with the Owners not to do any act deed or thing whereby the Owners are prevented from enjoying, selling, assigning and/or disposing of any part or portion of the Owners' Allocation.

18. Obligations of Owners

- 18.1 **Co-operation with Developer:** The Owners undertake to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property.
- 18.2 **Act in Good Faith:** The Owners undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 18.3 **Documentation and Information:** The Owners undertake to provide the Developer with any and all documentation and information relating to the Said Property as may be required by the Developer from time to time.
- 18.4 **No Obstruction in Dealing with Developer's Functions:** The Owners covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- 18.5 **No Obstruction in Construction:** The Owners covenant not to cause any interference or hindrance in the construction of the New Buildings.
- 18.6 **No Dealing with Said Property:** The Owners covenant not to let out, grant lease, mortgage and/or charge the Said Property or any portions thereof save in the manner envisaged by this Agreement.
- 18.7 **No Obstruction in Extension of Project:** The Owners covenant not to cause any interference or hindrance if the Developer purchases and/or enter into any Development 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 of Project and/or addition of floors in the New Buildings and the Owners shall only be entitled to the Owners' Allocation, as mentioned in Clause 11.1 above.



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

05 SEP 2016

19. Indemnity

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

20. Corporate Warranties

- 20.1 **By Developer:** The Developer warrants to the Owners that:
- 20.1.1 **Proper Incorporation:** it is properly incorporated under the laws of India.
- 20.1.2 **Necessary Licenses etc.:** it has all necessary rights, licenses, permissions, powers and capacity to enter into this Agreement and to perform the obligations hereunder and in so doing, is and shall not be in breach of any obligations or duties owed to any third parties and will not be so as a result of performing its obligations under this Agreement.
- 20.1.3 **Permitted by Memorandum and Articles of Association:** the Memorandum and Articles of Association permit the Developer to undertake the activities covered by this Agreement.

21. Limitation of Liability

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



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

05 SEP 2016

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. The Advocate of the Developer has drawn this Agreement and shall draw all further documents in respect to this Project.
- 22.4 **Valid Receipt:** The Owners shall pass valid receipts for all amounts paid under this Agreement.
- 22.5 **No Partnership:** The Owners and the Developer have entered into this Agreement on principal to principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 22.6 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 22.7 **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owners. Further, various applications and other documents may be required to be made or signed by the Owners relating to which specific provisions may not have been made herein. The Owners hereby undertake to do all such acts, deeds, matters and things and execute any additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer **provided that** all such acts, deeds, matters and things do not in any way infringe on the rights of the Owners in terms of this Agreement.



Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs
05 SEP 2016

- 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.

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)



Additional District Sub-Registrar
Rajarat, New Town, North 24-Pga

05 SEP 2016

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

26. Severance

26.1 **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.

27. Amendment/Modification

27.1 **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.





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

05 SEP 2016

28. Notice

28.1 **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.

29. **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 3rd Floor, 11, Old Post Office Street, 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.

30. Jurisdiction

30.1 **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.

31. Rules of Interpretation

31.1 **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.

31.2 **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.

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



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

05 SEP 2016

- 31.4 **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.
- 31.5 **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.
- 31.6 **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.
- 31.7 **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.
- 31.8 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.

1st Schedule
(Said Property)
[Subject Matter of Development Agreement]

(1) Land measuring 16 (sixteen) decimal comprised in R.S./L.R. Dag No. 488, recorded in L.R. Khatian Nos 5764, 5765, 5766, 5767, 5768, 5769, Mouza-Patharghata, J. L. No. - 36, Police Station Newtown (formerly Rajarhat), Additional District Sub-Registration Office Rajarhat within Patharghata Gram Panchayat, District North 24 Parganas **(First Property)** And (2) land 26 (twenty six) decimal, comprised in R.S./L.R. Dag No. 489, recorded in L.R. Khatian Nos. 5764, 5765, 5766, 5767, 5768, 5769, Mouza- Patharghata, J. L. No. - 36, Police Station Newtown (formerly Rajarhat), Additional District Sub-Registration Office Rajarhat within Patharghata Gram Panchayat, District North 24 Parganas **(Second Property)** And (3) land measuring 5 (five) decimal comprised in R.S./L.R. Dag No. 490, recorded in L.R. Khatian Nos. 5764, 5765, 5766, 5767, 5768, 5769, Mouza- Patharghata, J. L. No. - 36, Police Station Newtown (formerly Rajarhat), Additional District Sub-Registration Office Rajarhat, within Patharghata Gram Panchayat, District North 24 Parganas **(Third Property)**, totaling to land measuring **47 (forty seven) decimal** equivalent to 28 (twenty eight) cottah 06 (six) chittack 43 (forty three) square feet, more or less, delineated on the Plan attached hereto and bordered in colour Green and butted and bounded as follows:



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

05 SEP 2016

On the North : By R.S. /L.R. Dag Nos. 486, 487.
On the East : By R.S. /L.R Dag No. 484, 491 and 495.
On the South : By R.S. /L.R Dag Nos. 498, 495 and 496.
On the West : By *Packka* Panchayat Road

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.

**2nd Schedule
 (Specifications)**

Brick Work	External Walls: 8 inch thick brickwork with cement mortar in proportion (1:6) by using 1 st class bricks. Partition Walls: 5 inch thick with cement mortar in proportion (1:5) by using 1 st class bricks, providing wire mesh as required for 3 inch wall.
Plaster	Wall Plaster- outside surface 18mm thick (1:6 cement mortar), inside surface 12mm thick (1:6 cement mortar) Ceiling Plaster - 6 mm thick (1:4 cement mortar) Proper chipping will be made before wall and ceiling plastering.
Floor Of Rooms And Toilets	Good quality marble should be used for flooring over the entire unit will be provided.
Toilet Walls	Upto 6'-6" finished (may vary as per specification of Buyers) with white/light coloured ceramic tiles.
Doors	Door frames will be made of good quality wood. Hot pressed flush door will be provided. Hatch bolt/Aldrop/Mortise lock in the door for each room and night latch for the main door of the flat will be provided.
Windows	Fully Aluminium windows with glass fittings and standard handle.
Sanitary Fittings In Toilet	The following will be provided: a) Tap arrangements. b) White/light coloured wash basin made of porcelain. c) White/light coloured commode and Indian



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

05 SEP 2016

		<p>style pan made of porcelain</p> <p>d) Water pipe line.</p> <p>e) Hot and cold water line in one bathroom.</p>
Kitchen		<p>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.</p>
Electrical And Fittings	Points	<p>Concealed P.V.C. conduits, with good quality copper wire will be provided.</p> <p>Number of points will be decided later.</p> <p>Calling bell point at the main door of the flat will be provided.</p>
Painting And Finishing	And	<p>Outside face of external walls will be finished with good quality cement paint.</p> <p>Internal face of the walls will be finished with good quality putty.</p>



Additional District Sub-Registrar
Rajarat, New Town, North 24-Pga

05 SEP 2016

32. Execution and Delivery

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

Skyscraper Space Private Limited

Sh. Naresh
Director

(Skyscraper Space Private Limited)

Skyscraper Heights Private Limited

Sh. Naresh
Director

(Skyscraper Heights Private Limited)

Skyscraper Enclave Private Limited

Sh. Naresh
Director

(Skyscraper Enclave Private Limited)

Skyscraper Manor Private Limited

Sh. Naresh
Director

(Skyscraper Manor Private Limited)

Skyscraper Griha Nirman Private Limited

Sh. Naresh
Director

(Skyscraper Griha Nirman Private Limited)

Skyscraper Real Estate Private Limited

Sh. Naresh
Director

(Skyscraper Real Estate Private Limited)

[Owners]

SIGNATURE VANIJYA PRIVATE LIMITED

Sh. Naresh
Director

Signature Vanijya Private Limited
[Developer]

Witnesses:

Signature

Name

Father's Name

Address

Raju Shaw
RAJU SHAW
U. R. Shaw
49/5 K. M.
Sareni ko-2B

Signature

Name

Father's Name

Address

Mintu Paul
Mintu Paul
S. C. Paul
Tophana Main Rd
Kolkata - 700157

Sulagna De
SULAGNA DE
Advocate
High Court, Calcutta
Enrol. No. F/1406/2008

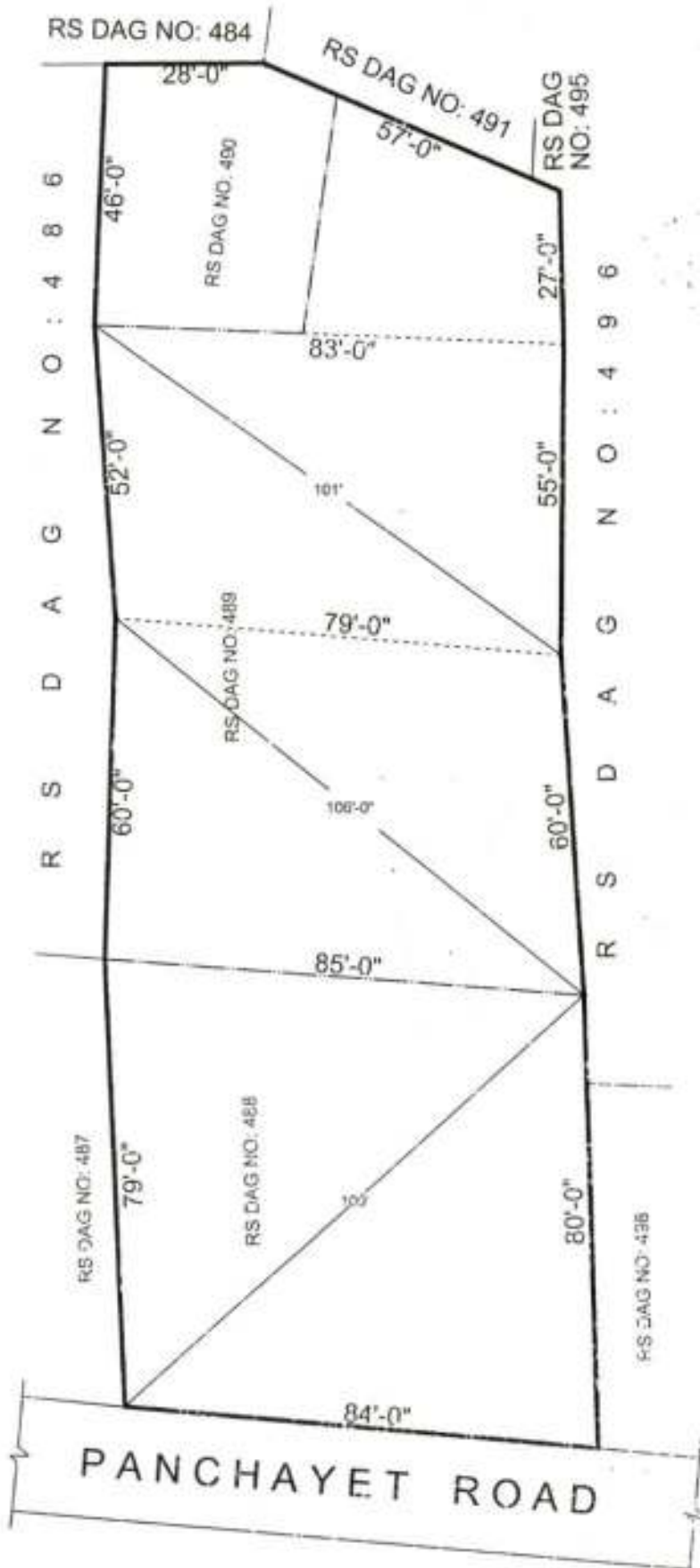


Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs

05 SEP 2016

SITE PLAN OF A LAND SITUATED AT MOUZA- PATHARGHATA, R.S./L.R. DAG. NOS. 488,489, & 490, L.R. KHATIAN NOS. -5764,5765,5766,5767,5768,5769, JL NO - 36, PS- NEWTOWN, DISTRICT- NORTH 24 PARGANAS, UNDER PATHARGHATA GRAM PANCHAYET.

AREA OF LAND: 28K-6CH-43SFT



Skyscraper Space Private Limited
Sh. Na. S.
 Director

Skyscraper Heights Private Limited
Sh. Na. S.
 Director

Skyscraper Enclave Private Limited
Sh. Na. S.
 Director

Skyscraper Manor Private Limited
Sh. Na. S.
 Director

Skyscraper Griha Nirman Private Limited
Sh. Na. S.
 Director

Skyscraper Real Estate Private Limited
Sh. Na. S.
 Director

SIGNATURE OF OWNER

SIGNATURE VANIJA PRIVATE LIMITED
Sh. Na. S.
 Director


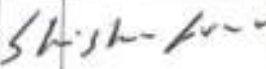











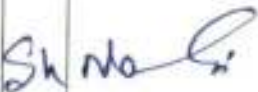




















SIGNATURE OF DEVELOPER



Additional District Sub-Registrar
Rajarat, New Town, North 24-Pga

05 SEP 2016

SPECIMEN FORM TEN FINGER PRINTS

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



Additional District Sub-Registrar
Rajerhat, New Town, North 24-Pga

05 SEP 2016

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

GRN: 19-201617-002131383-1 Payment Mode Online Payment
GRN Date: 01/09/2016 11:54:32 Bank: AXIS Bank
BRN: 802238 BRN Date: 01/09/2016 12:24:37

DEPOSITOR'S DETAILS

Name : SIGNATURE VANIJYA PVT LTD Id No. : 15231000326713/2/2016
(Query No./Query Year)
Contact No. : Mobile No. : +91 9051026793
E-mail :
Address : T-68, TEGHARIA MAIN ROAD, KOLKATA-700157
Applicant Name : Mr MINTU PAUL
Office Name :
Office Address :
Status of Depositor : Buyer/Claimants
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 2

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	15231000326713/2/2016	Property Registration- Stamp duty	0030-02-103-003-02	39920
2	15231000326713/2/2016	Property Registration- Registration Fees	0030-03-104-001-16	21

In Words : Rupees Thirty Nine Thousand Nine Hundred Forty One only Total 39941



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

05 SEP 2016

Major Information of the Deed

Deed No :	I-1523-09469/2016	Date of Registration	9/5/2016 1:27:00 PM
Query No / Year	1523-1000326713/2016	Office where deed is registered	
Query Date	31/08/2016 3:55:49 PM	A.D.S.R. RAJARHAT, District: North 24-Parganas	
Applicant Name, Address & Other Details	MINTU PAUL T - 68, TEGHORIA MAIN ROAD, Thana : Baguiati, District : North 24-Parganas, WEST BENGAL, PIN - 700157, Mobile No. : 9051026793, Status :Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 3/-	Rs. 2,30,08,827/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,020/- (Article:48(g))	Rs. 21/- (Article:E, E)		
Remarks			

Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Patharghata

Sch No	Plot Number	Khatian Number	Land Use		Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
			Proposed	ROR				
L1	LR-488	LR-5764	Bastu	Bastu	16 Dec	1/-	78,32,792/-	Property is on Road Adjacent to Metal Road,
L2	LR-489	LR-5764	Bastu	Bastu	26 Dec	1/-	1,27,28,287/-	Property is on Road Adjacent to Metal Road,
L3	LR-490	LR-5764	Bastu	Bastu	5 Dec	1/-	24,47,748/-	Property is on Road Adjacent to Metal Road,
		TOTAL :			47Dec	3 /-	230,08,827 /-	
		Grand Total :			47Dec	3 /-	230,08,827 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	SKYSCRAPER SPACE PVT LTD T - 68, TEGHORIA MAIN ROAD, P.O.- HATIARA, P.S:- Baguiati, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700157 PAN No. AAQCS9847L, Status :Organization, Executed by: Representative
2	SKYSCRAPER HEIGHTS PVT LTD T - 68, TEGHORIA MAIN ROAD, P.O.- HATIARA, P.S:- Baguiati, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700157 PAN No. AAQCS9846M, Status :Organization, Executed by: Representative
3	SKYSCRAPER ENCLAVE PVT LTD T - 68, TEGHORIA MAIN ROAD, P.O.- HATIARA, P.S:- Baguiati, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700157 PAN No. AAQCS9841N, Status :Organization, Executed by: Representative
4	SKYSCRAPER MANOR PVT LTD T - 68, TEGHORIA MAIN ROAD, P.O.- HATIARA, P.S:- Baguiati, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700157 PAN No. AAQCS9848F, Status :Organization, Executed by: Representative
5	SKYSCRAPER GRIHA NIRMAN PVT LTD T - 68, TEGHORIA MAIN ROAD, P.O.- HATIARA, P.S:- Baguiati, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700157 PAN No. AAQCS9843Q, Status :Organization, Executed by: Representative



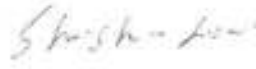


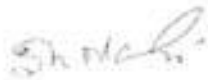


6 **SKYSCRAPER REAL ESTATE PVT LTD**
 T - 68, TEGHORIA MAIN ROAD, P.O:- HATIARA, P.S:- Baguiati, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700157 PAN No. AAQCS9845J, Status :Organization, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	SIGNATURE VANIJYA PVT LTD T - 68, TEGHORIA MAIN ROAD, P.O:- HATIARA, P.S:- Baguiati, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700157 PAN No. AAPCS1007F, Status :Organization

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	SHISHIR GUPTA Son of Late SHREE BHAGWAN GUPTA Date of Execution - 01/09/2016, , Admitted by: Self, Date of Admission: Sep 5 2016 , Place of Admission of Execution: Office	 <small>Sep 5 2016 2:02PM</small>	 <small>LTI Sep 5 2016 2:03PM</small>	 <small>Sep 5 2016 2:03PM</small>
T - 68, TEGHORIA MAIN ROAD, P.O:- HATIARA, P.S:- Baguiati, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700157, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status : Representative, Representative of : SKYSCRAPER SPACE PVT LTD (as DIRECTOR), SKYSCRAPER HEIGHTS PVT LTD (as DIRECTOR), SKYSCRAPER ENCLAVE PVT LTD (as DIRECTOR), SKYSCRAPER MANOR PVT LTD (as DIRECTOR), SKYSCRAPER GRIHA NIRMAN PVT LTD (as DIRECTOR), SKYSCRAPER REAL ESTATE PVT LTD (as DIRECTOR), SIGNATURE VANIJYA PVT LTD (as DIRECTOR)				
2	Name	Photo	Finger Print	Signature
	SK NASIR Son of Late SK RASHID Date of Execution - 01/09/2016, , Admitted by: Self, Date of Admission: Sep 5 2016 , Place of Admission of Execution: Office	 <small>Sep 5 2016 3:20PM</small>	 <small>LTI Sep 5 2016 3:22PM</small>	 <small>Sep 5 2016 3:22PM</small>
T - 68, TEGHORIA MAIN ROAD, P.O:- HATIARA, P.S:- Baguiati, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700157, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, Status : Representative, Representative of : SKYSCRAPER SPACE PVT LTD (as DIRECTOR), SKYSCRAPER HEIGHTS PVT LTD (as DIRECTOR), SKYSCRAPER ENCLAVE PVT LTD (as DIRECTOR), SKYSCRAPER MANOR PVT LTD (as DIRECTOR), SKYSCRAPER GRIHA NIRMAN PVT LTD (as DIRECTOR), SKYSCRAPER REAL ESTATE PVT LTD (as DIRECTOR), SIGNATURE VANIJYA PVT LTD (as DIRECTOR)				



Identifier Details :**Name & address**

Sulagna De
Daughter of Prasanta De
T - 68, TEGHORIA MAIN ROAD, P.O:- HATIARA, P.S:- Baguiati, Kolkata, District:-North 24-Parganas, West Bengal,
India, PIN - 700157, Sex: Female, By Caste: Hindu, Occupation: Advocate, Citizen of: India, Identifier Of SHISHIR
GUPTA, SK NASIR

05/09/2016

Sulagna De



Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	SKYSCRAPER SPACE PVT LTD	SIGNATURE VANIJYA PVT LTD-2.66667 Dec
2	SKYSCRAPER HEIGHTS PVT LTD	SIGNATURE VANIJYA PVT LTD-2.66667 Dec
3	SKYSCRAPER ENCLAVE PVT LTD	SIGNATURE VANIJYA PVT LTD-2.66667 Dec
4	SKYSCRAPER MANOR PVT LTD	SIGNATURE VANIJYA PVT LTD-2.66667 Dec
5	SKYSCRAPER GRIHA NIRMAN PVT LTD	SIGNATURE VANIJYA PVT LTD-2.66667 Dec
6	SKYSCRAPER REAL ESTATE PVT LTD	SIGNATURE VANIJYA PVT LTD-2.66667 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	SKYSCRAPER SPACE PVT LTD	SIGNATURE VANIJYA PVT LTD-4.33333 Dec
2	SKYSCRAPER HEIGHTS PVT LTD	SIGNATURE VANIJYA PVT LTD-4.33333 Dec
3	SKYSCRAPER ENCLAVE PVT LTD	SIGNATURE VANIJYA PVT LTD-4.33333 Dec
4	SKYSCRAPER MANOR PVT LTD	SIGNATURE VANIJYA PVT LTD-4.33333 Dec
5	SKYSCRAPER GRIHA NIRMAN PVT LTD	SIGNATURE VANIJYA PVT LTD-4.33333 Dec
6	SKYSCRAPER REAL ESTATE PVT LTD	SIGNATURE VANIJYA PVT LTD-4.33333 Dec

Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	SKYSCRAPER SPACE PVT LTD	SIGNATURE VANIJYA PVT LTD-0.833333 Dec
2	SKYSCRAPER HEIGHTS PVT LTD	SIGNATURE VANIJYA PVT LTD-0.833333 Dec
3	SKYSCRAPER ENCLAVE PVT LTD	SIGNATURE VANIJYA PVT LTD-0.833333 Dec
4	SKYSCRAPER MANOR PVT LTD	SIGNATURE VANIJYA PVT LTD-0.833333 Dec
5	SKYSCRAPER GRIHA NIRMAN PVT LTD	SIGNATURE VANIJYA PVT LTD-0.833333 Dec
6	SKYSCRAPER REAL ESTATE PVT LTD	SIGNATURE VANIJYA PVT LTD-0.833333 Dec

Endorsement For Deed Number : I - 152309469 / 2016



On 31-08-2016

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2,30,08,827/-



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

On 05-09-2016

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

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

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

Presented for registration at 13:21 hrs on 05-09-2016, at the Office of the A.D.S.R. RAJARHAT by SK NASIR ..

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

Execution is admitted on 05/09/2016 by SHISHIR GUPTA DIRECTOR, SIGNATURE VANIJYA PVT LTD, T - 68, TEGHORIA MAIN ROAD, P.O:- HATIARA, P.S:- Baguiati, Kolkata, District:-North 24-Parganas, West Bengal, india, PIN - 700157

Identified by Sulagna De, Daughter of Prasanta De, T - 68, TEGHORIA MAIN ROAD, P.O: HATIARA, Thana: Baguiati, City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700157, By caste Hindu, By Profession Advocate

Execution is admitted on 05/09/2016 by SK NASIR DIRECTOR, SIGNATURE VANIJYA PVT LTD, T - 68, TEGHORIA MAIN ROAD, P.O:- HATIARA, P.S:- Baguiati, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700157

Identified by Sulagna De, Daughter of Prasanta De, T - 68, TEGHORIA MAIN ROAD, P.O: HATIARA, Thana: Baguiati, City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700157, By caste Hindu, By Profession Advocate

Payment of Fees

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/09/2016 12:24PM with Govt. Ref. No: 192016170021313831 on 01-09-2016, Amount Rs: 21/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 802238 on 01-09-2016, Head of Account 0030-03-104-001-16



► **Payment of Stamp Duty**

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

Description of Stamp

1. Stamp: Type: Impressed, Serial no 748, Amount: Rs. 100/-, Date of Purchase: 15/06/2016, Vendor name: S BOSE
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 01/09/2016 12:24PM with Govt. Ref. No: 192016170021313831 on 01-09-2016, Amount Rs: 39,920/-,
Bank: AXIS Bank (UTIB0000005), Ref. No. 802238 on 01-09-2016, Head of Account 0030-02-103-003-02



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



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2016, Page from 286253 to 286290

being No 152309469 for the year 2016.



Digitally signed by DEBASISH DHAR
Date: 2016.09.05 16:11:28 +05:30
Reason: Digital Signing of Deed.

Dhar

(Debasish Dhar) 05-09-2016 16:11:27
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.

(This document is digitally signed.)

