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24 Pgs (N) Barasat

09 FEB 2015

DEVELOPMENT AGREEMENT

1. **Date:** 4th February, 2015
2. **Place:** Kolkata
3. **Parties:**

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27 NOV 2016



Taniya Saha

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Madhurashi Infra Private Limited
Baviscon Infracon Private Limited
Khatuwala Infrastructure Private Limited
Khatuwala Realcon Private Limited
Gopalpriya Housing Private Limited
Khatuwala Infracon Private Limited
Gyaneshwar Housing Private Limited
Kamlapati Housing Private Limited
Bonneville Niwas Private Limited
Amaltas Realtors Private Limited
Gomphrena Properties Private Limited
Fujimum Enclave Private Limited
Freesia Ventures Private Limited
Periwinkle Promoters Private Limited
Delphinium Projects Private Limited
Amal Infraventures Private Limited
Poppy Tradelink Private Limited
Hibiscus Barter Private Limited
Hosta Barter Private Limited
Vinca Commotrade Private Limited
Rukmani Dealers Private Limited
Mini Realtors Private Limited
Mormukut Real Estate Private Limited
Mormukut Projects Private Limited
Mormukut Realtech Private Limited
Mormukut Infracon Private Limited
Mormukut Nirman Private Limited
Patkai Awas Private Limited
Acanthus Estates Private Limited
Baladeva Awasan Private Limited
Vishwaraja Promoters Private Limited
Vishwaraja Infradev Private Limited

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Taniya Saha

(Authorised Signatory)

Shash
MOUSUMI GHOSH
LICENSED ESTATE AGENT
KOLKATA REGISTRATION OFFICE



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- 3.1 **Madhurashi Infra Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 1st Floor, 14, Netaji Subhas Road, Kolkata-700001, Police Station Hare Street (**PAN AAICM3833G**)
- 3.2 **Baviscon Infracon Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAFCB3455J**)
- 3.3 **Khatuwala Infrastructure Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAECK7019C**)
- 3.4 **Khatuwala Realcon Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAECK7023Q**)
- 3.5 **Gopalpriya Housing Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAECG6506A**)
- 3.6 **Khatuwala Infracon Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAECK7020P**)
- 3.7 **Gyaneshwar Housing Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAECG6502E**)
- 3.8 **Kamlapati Housing Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAECK7017N**)
- 3.9 **Bonneville Niwas Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 53/4, P.N. Middy Road, Kolkata-700056, Police Station Belghoria (**PAN AAFCB4504L**)
- 3.10 **Amaltas Realtors Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 84A, Chittaranjan Avenue, Kolkata-700012, Police Station Bowbazar (**PAN AAKCA1626M**)
- 3.11 **Gomphrena Properties Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 53/4, P.N. Middy Road, Kolkata-700056, Police Station Belghoria (**PAN AAECG5508L**)
- 3.12 **Fujimum Enclave Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 1st Floor, 27, Brabourne Road, Kolkata-700001, Police Station Hare Street (**PAN AABCF8878R**)
- 3.13 **Fresia Ventures Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 84A, Chittaranjan Avenue, Kolkata-700012, Police Station Bowbazar (**PAN AABCF8877A**)



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Siddha Sphere LLP

Ponamall Jain

~~Subjected Person~~
Authorized Signatory



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Sombhu Biswas.

S/O Sri Ajay Biswas.

Kabi Krishna Ramdas Rd.

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Business

- 3.14 **Periwinkle Promoters Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 84A, Chittaranjan Avenue, Kolkata-700012, Police Station Bowbazar (**PAN AAGCP4038A**)
- 3.15 **Delphinium Projects Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 53/4, P.N. Middy Road, Kolkata-700056, Police Station Belghoria (**PAN AAECD1075B**)
- 3.16 **Amal Infraventures Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 1st Floor, 14, Netaji Subhas Road, Kolkata-700001, Police Station Hare Street (**PAN AAKCA1938J**)
- 3.17 **Poppy Tradelink Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 84A, Chittaranjan Avenue, Kolkata-700012, Police Station Bowbazar (**PAN AAGCP2825K**)
- 3.18 **Hibiscus Barter Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 1st Floor, 27, Brabourne Road, Kolkata-700001, Police Station Hare Street (**PAN AACCH8735L**)
- 3.19 **Hosta Barter Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 84A, Chittaranjan Avenue, Kolkata-700012, Police Station Bowbazar (**PAN AACCH8738H**)
- 3.20 **Vinca Commotrade Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 53/4, P.N. Middy Road, Kolkata-700056, Police Station Belghoria (**PAN AADCV9804F**)
- 3.21 **Rukmani Dealers Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 1st Floor, 14, Netaji Subhas Road, Kolkata-700001, Police Station Hare Street (**PAN AAFCR6030F**)
- 3.22 **Mini Realtors Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 1st Floor, 14, Netaji Subhas Road, Kolkata-700001, Police Station Hare Street (**PAN AAHCM7173J**)
- 3.23 **Mormukut Real Estate Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAICM1452B**)
- 3.24 **Mormukut Projects Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 6th Floor, 99A, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAICM1457E**)
- 3.25 **Mormukut Realtech Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAICM1451C**)
- 3.26 **Mormukut Infracon Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAICM1447N**)





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- 3.27 **Mormukut Nirman Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAICM1454H**)
- 3.28 **Patkai Awas Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 27, Brabourne Road, Kolkata-700001, Police Station Hare Street (**PAN AAHCP0955D**)
- 3.29 **Acanthus Estates Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 53/4, P.N. Middy Road, Kolkata-700056, Police Station Belghoria (**PAN AALCA6142R**)
- 3.30 **Baladeva Awasan Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 53/4, P.N. Middy Road, Kolkata-700056, Police Station Belghoria (**PAN AAFCB2051E**)
- 3.31 **Vishwaraja Promoters Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAECV3154H**)
- 3.32 **Vishwaraja Infradev Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAECV3089R**)

all jointly represented by their authorized signatory, **Taniya Saha**, daughter of Babulal Saha, working for gain at 99A, Park Street, Kolkata-700016, Police Station Park Street

(collectively **Owners**, includes successors-in-interest)

And

- 3.33 **Siddha Sphere LLP**, a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 6th Floor, 99A, Park Street, Siddha Park, Kolkata-700016, Police Station Park Street (**PAN ACBFS0997D**), represented by its authorized signatory, **Parasmall Jain**, son of Late Pushraj Jain, working for gain at Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street

(**Developer**, includes successors-in-interest and/or 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. Background

- 4.1 **Ownership of Said Property:** The Owners are the absolute and undisputed owners and possessors of land measuring 213.5257 (two hundred and thirteen point five two five seven) decimal [equivalent to 129.1825 (one hundred and twenty nine point one eight two five) *cottah*], more or less, comprised in R.S./L.R. *Dag* Nos. 595, 615, 629, 630, 632, 640, 641 and 639/734, recorded in L.R. *Khatian* Nos. 245, 2448, 2449, 2447,





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Distt. Magistrate
North 24 Parganas District
Kolkata

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2446, 2450, 2454, 2622, 2456, 2455, 2457, 2458, 2460, 2465, 2464, 2459, 2468, 2461, 2466, 2462, 2463, 2560, 2559, 2561, 2557, 2558, 2566, 487, 2523, 2577 and 2578, Mouza Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of Rajarhat Bishnupur No. I Gram Panchayet (RBGP), Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas (collectively **Said Property**), as described in the **Schedule** below, free from all encumbrances.

- 4.2 **Owners' Representations:** The Owners have represented and warranted to the Developer that (1) the right, title and interest of the Owners in the Said Property is free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage, lien and *lis pendens* (2) the Owners shall ensure that the Owners' title to the Said Property continues to remain marketable and free from all encumbrances till completion of development (3) the Owners have not entered into any agreement for sale or lease or transfer or development of the Said Property with any person or entity (4) the Said Property is at present not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise (5) the Owners have full right, power and authority to enter into this Agreement and (6) 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.
- 4.3 **Developer's Representations:** The Developer has represented and warranted to the Owners that (1) the Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field (2) the Developer has and/or shall enter into several agreements with the owners of contiguous and other properties near the Said Property (collectively **Adjacent Owners**) for composite development of such contiguous and other properties near the Said Property (collectively **Adjacent Properties**) (3) 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 and (4) the Developer has full authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.
- 4.4 **Grant of Development Right:** Based on the mutual representations made by the Parties to each other as aforesaid, the Owners have agreed to grant to the Developer development rights of the Said Property, by virtue of which the Developer shall be entitled to construct and commercially exploit new residential buildings (collectively **New Buildings**) on the Said Property (**Project**) on the basis of the sanctioned building plans (**Sanctioned Plans**, which includes all sanctioned/permissible modifications to be made thereto by the Developer, if any, from time to time) from RBGP and other concern authorities (collectively **Planning Authorities**) and prepared by Messieurs Agrawal & Agrawal, Architects (**Architect**).
- 4.5 **Recording of Terms:** The Parties are now executing this Agreement to place on record the terms and conditions that have been agreed between themselves with regard to the Project.
5. **Appointment and Commencement**
- 5.1 **Appointment:** The Owners hereby appoint the Developer as the developer of the Said Property with right to execute the Project. The Developer hereby accepts the said appointment by the Owners.



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5.2 **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.

6. Sanction and Construction

6.1 **Sanctioned 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, sanction and/or modification and/or extension and/or addition of the Sanctioned Plans to ensure that full potential of FAR of the Said Property is utilized for construction of the New Buildings. It is clarified that the Developer shall be responsible for obtaining all approvals of any nature whatsoever needed for the Project (including final sanction of the Sanctioned Plans and Completion Certificate).

6.2 **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.

6.3 **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 New Buildings in accordance with the Sanctioned Plans.

6.4 **Common Portions:** The Developer shall at its own costs install and erect in the New Buildings, common areas, amenities and facilities such as stairways, lifts, generators, passages, common lavatory, electric meter room, pump room, reservoir, over-head water tank, water pump and motor, water connection, drainage connection, sewerage connection and other facilities required for establishment, enjoyment and management of the New Buildings (collectively **Common Portions**). It is clarified that the Adjacent Properties/any other adjacent or contiguous properties if developed by the Developer may be notionally or actually integrated or added to the Said Property in so far as sharing of common amenities and facilities are concerned such as club, roads, passages, green areas, gates, water connection, water reservoirs, sewerage connection, lighting of streets, generator, transformer etc. The Owners confirm that they have no objection to this and the Developer shall be free to do anything that the Developer deems fit and proper in this regard.

6.5 **Building Materials:** The Developer shall be authorized in the name of the Owners to apply for and obtain quotation, 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.

6.6 **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.

6.7 **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-operation that may be necessary for successful completion of the Project.

7. Possession

- 7.1 **Possession of Said Property:** At or before the execution of this Agreement, the Owners have delivered vacant and peaceful possession of the Said Property to the Developer for carrying out the Project, which the Developer hereby admits and acknowledges.

8. Powers and Authorities

- 8.1 **Power of Attorney:** The Owners shall grant to the Developer and/or its nominees necessary Power of Attorney (1) for the purpose of getting the Plans sanctioned/revalidated/modified/altere d/extended by the Planning Authorities and obtaining all necessary permissions from different authorities in connection with construction of the New Buildings and (2) for construction of the New Buildings and booking and sale of the flats and spaces in the New Buildings (collectively **Units**) to prospective purchasers (collectively **Intending Purchasers**).
- 8.2 **Further Acts:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to perform all obligations under this Agreement.

9. Owners' Consideration

- 9.1 **Owners' Allocation:** In consideration of the Owners granting development right of the Said Property to the Developer in the manner mentioned herein, the Developer shall allot the built-up area in the Project, as per the chart mentioned below (collectively **Owners' Allocation**). The Developer shall be entitled to the balance of the built-up area in the Project.

Sl. No.	Owners' Name	Built-up area (in sq. ft.)
1.	Madhurashi Infra Private Limited	260
2.	Baviscon Infracon Private Limited	260
3.	Khatuwala Infrastructure Private Limited	850
4.	Khatuwala Realcon Private Limited	850
5.	Gopalpriya Housing Private Limited	850
6.	Khatuwala Infracon Private Limited	850
7.	Gyaneshwar Housing Private Limited	850
8.	Kamlapati Housing Private Limited	390
9.	Bonneville Niwas Private Limited	1710
10.	Amaltas Realtors Private Limited	3360
11.	Gomphrena Properties Private Limited	3360
12.	Fujimum Enclave Private Limited	3360
13.	Freesia Ventures Private Limited	3360
14.	Periwinkle Promoters Private Limited	3160
15.	Delphinium Projects Private Limited	3160



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16.	Amal Infraventures Private Limited	3160
17.	Poppy Tradelink Private Limited	3160
18.	Hibiscus Barter Private Limited	2660
19.	Hosta Barter Private Limited	2360
20.	Vinca Commotrade Private Limited	3160
21.	Rukmani Dealers Private Limited	3160
22.	Mini Realtors Private Limited	2960
23.	Mormukut Real Estate Private Limited	1580
24.	Mormukut Projects Private Limited	5180
25.	Mormukut Realtech Private Limited	1580
26.	Mormukut Infracon Private Limited	3240
27.	Mormukut Nirman Private Limited	3600
28.	Patkai Awas Private Limited	3600
29.	Acanthus Estates Private Limited	3610
30.	Baladeva Awasan Private Limited	2980
31.	Vishwaraja Promoters Private Limited	2160
32.	Vishwaraja Infradev Private Limited	2210

- 9.2 **Entitlement of Developer:** In consideration of the Developer agreeing to provide the Owners' Allocation to the Owners, the Developer shall be entitled to develop the Said Property in the manner mentioned in this Agreement and shall be entitled to sell, transfer, encumber or otherwise alienate or dispose off the Said Property and/or any Unit in the Project to any third party at the sole discretion of the Developer and in the manner as may be deemed fit by the Developer and to appropriate the entire consideration therefor without any claim of any nature whatsoever of the Owners.
- 9.3 **Developer's Buy Back Option:** The Developer may at its sole discretion buy back the Owners' Allocation as mentioned in Clause 9.1 above within 6 (six) months from the date hereof, and in case such option is exercised by the Developer, the Owners shall be bound to accept such consideration at the market rate, without having any right to get any allocation.
- 10. Obligations of Developer**
- 10.1 **Compliance with Laws:** The development shall commence as per the Sanctioned Plans, schemes, rules, regulations, by-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. The execution of the Project shall be in conformity with the prevailing rules and by-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure compliance. The Developer shall alone be responsible and liable to all authorities concerned and to the Intending Purchasers for any loss or for any claim arising from such development and shall indemnify the Owners against any claims, loss or damages for any default or failure or breach on the part of the Developer.
- 10.2 **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.



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11. Obligations of Owners

- 11.1 **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.
- 11.2 **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.
- 11.3 **Documentation and Information:** The Owners undertake to provide the Developer with any and all documents and information relating to the Said Property as may be required by the Developer from time to time.
- 11.4 **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.
- 11.5 **No Obstruction in Construction:** The Owners hereby covenant not to cause any interference or hindrance in the construction of the New Buildings.
- 11.6 **No Dealing with Said Property:** The Owners hereby covenant not to let out, grant lease, mortgage, charge and/or transfer the Said Property or any portions thereof, without the express consent and confirmation of the Developer.
- 11.7 **Execution of Sale Agreements, Conveyances etc.:** The Owners hereby covenant that the Owners, at the request of the Developer, shall execute and register Sale Agreements, Conveyances and any other documents required with regard to transfer of Units in the New Buildings in favour of the Intending Purchasers and the Owners shall not claim and/or raise any demand of any nature whatsoever including monetary demand from the Developer and/or the Intending Purchasers.
- 11.8 **No Objection to the Developer and/or the Intending Purchasers in Obtaining Loan by Mortgaging the Said Property/Units:** The Owners hereby covenant that (1) the Developer shall be entitled to obtain construction loan from any financial institution by mortgaging the Said Property and/or any part thereof (2) the Intending Purchasers shall also be entitled to obtain loan from any financial institution by mortgaging their respective Units in the Said Property and (3) the Owners shall also grant consent for creation of charge/mortgage by the Developer or its nominee in respect of spaces/Units forming part of Developer's Allocation.

12. Miscellaneous

- 12.1 **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.
- 12.2 **Essence of the 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.
- 12.3 **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.





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- 12.4 **Valid Receipt:** The Owners shall pass valid receipts for all amounts paid under this Agreement.
- 12.5 **No Partnership:** The Owners and the Developer have entered into this Agreement purely as a contract 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.
- 12.6 **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.
- 12.7 **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings and/or the Project 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 signed or made 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 such 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.
- 12.8 **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.
- 12.9 **Name of Project:** The name of the Project shall be "*Siddha Galaxia*".
- 12.10 **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreements between the Parties, written or oral and express or implied.
- 12.11 **Headings:** In this Agreement, headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.

13. Defaults

- 13.1 **No Cancellation:** None of the Parties shall be entitled to cancel or rescind this Agreement without recourse to arbitration.

14. Force Majeure

- 14.1 **Meaning:** Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which arises from, or is attributable to unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, non-





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availability of construction material, hike in prices of construction material and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any relevant Government or Court orders.

- 14.2 **Saving Due to Force Majeure:** If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure, that Party shall have no liability in respect of the performance of such of its obligations as are prevented by the event/s of force majeure. Neither the Owners nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of force majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by force majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting force majeure.

15. Severance

- 15.1 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

- 15.2 **Deletion of Invalid Provision:** If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification/s as may be necessary to make it valid and enforceable.

- 15.3 **Reasonable Endeavour for Substitution:** The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the Parties (if any) under any invalid or unenforceable provision of this Agreement shall be suspended whilst an attempt at such substitution is made.

16. Reservation of Rights

- 16.1 **Right to Waive:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof.

- 16.2 **Forbearance:** No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.





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Registrar U/S 7(2)
District Sub. Registrar II
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17. Notice

- 17.1 **Mode of Service:** Any notice or other written communication given under or in connection with this Agreement may be delivered personally, or sent by prepaid recorded delivery (registered post with acknowledgement due or through courier service) to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each Party from time to time). 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 the Director of the Owners.

18. Arbitration

- 18.1 **Disputes and Pre-referral Efforts:** The Parties shall attempt to settle any 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**), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavor to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties.
- 18.2 **Referral to Arbitration:** If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to and finally resolved by arbitration by an Arbitration Tribunal formed in the manner given below, in terms of the Arbitration and Conciliation Act, 1996.
- 18.3 **Arbitration Tribunal:** The Parties irrevocably agree that the Arbitration Tribunal shall consist of the following three Arbitrators [each of whom shall be an Advocate holding a current practicing certificate]:
- 18.3.1 **Appointment by Owners:** 1 (one) Arbitrator to be appointed by the Owners.
- 18.3.2 **Appointment by Developer:** 1 (one) Arbitrator to be appointed by the Developer.
- 18.3.3 **Chairman:** The Chairman of the Arbitration Tribunal to be jointly appointed by the other 2 (two) Arbitrators.
- 18.4 **Conduct of Arbitration Proceeding:** The Parties irrevocably agree that:
- 18.4.1 **Place:** The place of arbitration shall be Kolkata only.
- 18.4.2 **Language:** The language of the arbitration shall be English.
- 18.4.3 **Interim Directions:** The Arbitration Tribunal shall be entitled to give interim awards/directions regarding the Disputes.
- 18.4.4 **Procedure:** The Arbitration Tribunal shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The arbitration shall otherwise be carried out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with modifications made from time to time and the provisions of the said act shall apply to the arbitration proceedings.





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18.4.5 **Binding Nature:** The directions and interim/final award of the Arbitration Tribunal shall be binding on the Parties.

19. Jurisdiction

19.1 **District Judge, Barasat:** In connection with the aforesaid arbitration proceedings, only the District Judge of the district in which the Said Property is situated shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

Schedule (Said Property)

Land measuring 213.5257 (two hundred and thirteen point five two five seven) decimal [equivalent to 129.1825 (one hundred and twenty nine point one eight two five) *cottah*], more or less, comprised in R.S./L.R. *Dag* Nos. 595, 615, 629, 630, 632, 640, 641 and 639/734, recorded in L.R. *Khatian* Nos. 245, 2448, 2449, 2447, 2446, 2450, 2454, 2622, 2456, 2455, 2457, 2458, 2460, 2465, 2464, 2459, 2468, 2461, 2466, 2462, 2463, 2560, 2559, 2561, 2557, 2558, 2566, 487, 2523, 2577 and 2578, *Mouza* Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of Rajarhat Bishnupur No. I *Gram Panchayet*, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and butted and bounded as follows:

On the North	: By R.S./L.R. <i>Dag</i> Nos. 615 (P), 630 (P), 631 and 595 (P)
On the East	: By R.S./L.R. <i>Dag</i> Nos. 595 (P), 632 (P), 640 (P) and 639 (P)
On the South	: By R.S./L.R. <i>Dag</i> Nos. 639 (P), 641 (P) and 615 (P)
On the West	: By R.S./L.R. <i>Dag</i> Nos. 641 (P), 629 (P), 615 (P) and 625

The details of the Said Property are tabulated in the chart below:

R.S./L.R. <i>Dag</i> No.	L.R. <i>Khatian</i> Nos.	Area Allotted as per Deed (Decimal)
595	245	6.4432
615	2448, 2449, 2447, 2446, 2450 and 2454	12.2700
629	2622	4.5500
630	2456, 2455, 2457, 2458, 2460, 2465, 2464, 2459, 2468, 2461, 2466, 2462 and 2463	111.0420
632	2560, 2559 and 2561	12.6336
640	2557, 2558, 2559 and 2566	37.3749
641	487 and 2523	17.5700
639/734	2577 and 2578	11.6420
Total:		213.5257



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Registrar U/S 7(2)
District Sub-Registrar II
24 Pgs (iv) Barasat

04 FEB 2015

20. Execution and Delivery

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

Madhurashi Infra Private Limited
Khatuwala Infrastructure Private Limited

Gopalpriya Housing Private Limited
Gyaneshwar Housing Private Limited
Bonneville Niwas Private Limited
Gomphrena Properties Private Limited

Freesia Ventures Private Limited

Delphinium Projects Private Limited
Poppy Tradelink Private Limited
Hosta Barter Private Limited
Rukmani Dealers Private Limited
Mormukut Real Estate Private Limited

Mormukut Realtech Private Limited
Mormukut Nirman Private Limited
Acanthus Estates Private Limited

Vishwaraja Promoters Private Limited

Baviscon Infracon Private Limited
Khatuwala Realcon Private Limited

Khatuwala Infracon Private Limited
Kamlapati Housing Private Limited
Amaltas Realtors Private Limited
Fujimum Enclave Private Limited

Periwinkle Promoters Private Limited

Amal Infraventures Private Limited
Hibiscus Barter Private Limited
Vinca Commotrade Private Limited
Mini Realtors Private Limited
Mormukut Projects Private Limited

Mormukut Infracon Private Limited
Patkai Awas Private Limited
Baladeva Awasan Private Limited
Vishwaraja Infradev Private Limited

Taniya Saha

(Authorised Signatory)
(Owners)

Siddha Sphere LLP

Paramall Jain

(Developer)
Authorised Signatory/Director

Witnesses:

Signature *B.*

Name *Sombhu Biswas*

Father's Name *Sri Ajay Biswas*

Address *K.K. Ramdas Rd.*
K.P. - 49

Signature *S. Sardar*

Name *Subrata Sardar*

Father's Name *G. Sardar*

Address *FC, K.S. Roy Road*
Kolkata - 700001

Drafted by
Shuvodip Chakraborty
Advocate, High Court at Calcutta
f/184/14














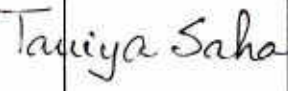












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Registrar US 7(4)
District Sub-Registrar II
24 Pgs (N) Barasat

04 FEB 2015

SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser 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



dr
Registrar UIS 7(2)
District Sub. Registrar II
24 Pys (N) Barasat

04 FEB 2015



Government Of West Bengal
Office Of the D.S.R. - II NORTH 24-PARGANAS
District:-North 24-Parganas

Endorsement For Deed Number : I - 00422 of 2015
(Serial No. 00258 of 2015 and Query No. 1502L000000722 of 2015)

On 04/02/2015

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

Presented for registration at 17.36 hrs on :04/02/2015, at the Private residence by Taniya Saha ,Executant.

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

Execution is admitted on 04/02/2015 by



(Suman Basu)
DISTRICT SUB-REGISTRAR-II



Government Of West Bengal
Office Of the D.S.R. - II NORTH 24-PARGANAS
District:-North 24-Parganas

Endorsement For Deed Number : I - 00422 of 2015
(Serial No. 00258 of 2015 and Query No. 1502L000000722 of 2015)

1. Taniya Saha

Authorised Signatory, Madhurashi Infra Private Limited, 14, Netaji Subhas Road, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India.

Authorised Signatory, Baviscon Infracon Private Limited, 109, Park Street, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India.

Authorised Signatory, Khatuwala Infrastructure Private Limited, 109, Park Street, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India.

Authorised Signatory, Khatuwala Realcon Private Limited, 109, Park Street, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India.

Authorised Signatory, Gopalpriya Housing Private Limited, 109, Park Street, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India.

Authorised Signatory, Khatuwala Infracon Private Limited, 109, Park Street, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India.

Authorised Signatory, Gyaneshwar Housing Private Limited, 109, Park Street, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India.

Authorised Signatory, Kamlapati Housing Private Limited, 109, Park Street, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India.

Authorised Signatory, Bonneville Niwas Private Limited, 53/4, P. N. Middy Road, Thana:-Belghoria, District:-Kolkata, WEST BENGAL, India.

Authorised Signatory, Amaltas Realtors Private Limited, 84 A, Chittaranjan Avenue, Thana:-Bowbazar, District:-Kolkata, WEST BENGAL, India.

Authorised Signatory, Gomphrena Properties Private Limited, 53/4, P. N. Middy Road, Thana:-Belghoria, District:-Kolkata, WEST BENGAL, India.

Authorised Signatory, Fujimum Enclave Private Limited, Brabourne Road, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India.

Authorised Signatory, Freesia Ventures Private Limited, 84 A, Chittaranjan Avenue, Thana:-Bowbazar, District:-Kolkata, WEST BENGAL, India.

Authorised Signatory, Periwinkle Promoters Private Limited, 84 A, Chittaranjan Avenue, Thana:-Bowbazar, District:-Kolkata, WEST BENGAL, India.



(Suman Basu)
DISTRICT SUB-REGISTRAR-II





Government Of West Bengal
Office Of the D.S.R. - II NORTH 24-PARGANAS
District:-North 24-Parganas

Endorsement For Deed Number : I - 00422 of 2015
(Serial No. 00258 of 2015 and Query No. 1502L000000722 of 2015)

Authorised Signatory, Delphinium Projects Private Limited, 53/4, P. N. Middy Road, Thana:-Belghoria, District:-Kolkata, WEST BENGAL, India.

Authorised Signatory, Amal Infraventures Private Limited, 14, Netaji Subhas Road, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India.

Authorised Signatory, Poppy Tradelink Private Limited, 84 A, Chittaranjan Avenue, Thana:-Bowbazar, District:-Kolkata, WEST BENGAL, India.

Authorised Signatory, Hibiscus Barter Private Limited, 27, Brabourne Road, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India.

Authorised Signatory, Hosta Barter Private Limited, 84 A, Chittaranjan Avenue, Thana:-Bowbazar, District:-Kolkata, WEST BENGAL, India.

Authorised Signatory, Vinca Commotrade Private Limited, 53/4, P. N. Middy Road, Thana:-Belghoria, District:-Kolkata, WEST BENGAL, India.

Authorised Signatory, Rukmani Dealers Private Limited, 14 Netaji Subhas Road, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India.

Authorised Signatory, Mini Realtors Private Limited, 14 Netaji Subhas Road, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India.

Authorised Signatory, Mormukut Real Estate Private Limited, 109, Park Street, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India.

Authorised Signatory, Mormukut Projects Private Limited, 99 A, Park Street, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India.

Authorised Signatory, Mormukut Realtech Private Limited, 109, Park Street, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India.

Authorised Signatory, Mormukut Infracom Private Limited, 109, Park Street, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India.

Authorised Signatory, Mormukut Nirman Private Limited, 109, Park Street, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India.

Authorised Signatory, Patkai Awas Private Limited, 27, Brabourne Road, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India.

Authorised Signatory, Acanthus Estates Private Limited, 53/4, P. N. Middy Road, Thana:-Belghoria, District:-Kolkata, WEST BENGAL, India.



(Suman Basu)

DISTRICT SUB-REGISTRAR-II





Government Of West Bengal
Office Of the D.S.R. - II NORTH 24-PARGANAS
District:-North 24-Parganas

Endorsement For Deed Number : I - 00422 of 2015
(Serial No. 00258 of 2015 and Query No. 1502L000000722 of 2015)

District:-Kolkata, WEST BENGAL, India.

Authorised Signatory, Baladeva Awasan Private Limited, 53/4, P. N. Middy Road, Thana:-Belghoria,
District:-Kolkata, WEST BENGAL, India.

Authorised Signatory, Vishwaraja Promoters Private Limited, 109, Park Street, Thana:-Park Street,
District:-Kolkata, WEST BENGAL, India.

Authorised Signatory, Vishwaraja Infradev Private Limited, 109, Park Street, Thana:-Park Street,
District:-Kolkata, WEST BENGAL, India.
, By Profession : Business

2. Parasmall Jain

Authorised Signatory, Siddha Sphere L L P, 99 A, Park Street, Siddha Park, Thana:-Park Street,
District:-Kolkata, WEST BENGAL, India.
, By Profession : Business

Identified By Sombhu Biswas, son of Ajay Biswas, Kabi Krishna Ramdas Rd., Thana:-Nimta, P.O.
:-Nimta, District:-North 24-Parganas, WEST BENGAL, India, By Caste: Hindu, By Profession: Business.

(Sushil Kumar Roy)
DISTRICT SUB-REGISTRAR-II

On 05/02/2015

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-17,09,91,392/-

Certified that the required stamp duty of this document is Rs.- 75010 /- and the Stamp duty paid as: Impresive Rs.- 10/-

(Sushil Kumar Roy)
DISTRICT SUB-REGISTRAR-II

On 09/02/2015

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

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

Payment of Fees:

Amount By Cash

Rs. 46.00/-, on 09/02/2015



(Suman Basu)
DISTRICT SUB-REGISTRAR-II

09/02/2015 15:37:00

Endorsement Page 4 of 5



Government Of West Bengal
Office Of the D.S.R. - II NORTH 24-PARGANAS
District:-North 24-Parganas

Endorsement For Deed Number : I - 00422 of 2015
(Serial No. 00258 of 2015 and Query No. 1502L000000722 of 2015)

(Under Article : ,E = 14/- ,H = 28/- ,M(b) = 4/- on 09/02/2015)

Deficit stamp duty

Deficit stamp duty Rs. 75010/- is paid , by the draft number 222298, Draft Date 05/02/2015, Bank : State Bank of India, DALHOUSIE SQUARE, received on 09/02/2015

(Suman Basu)
DISTRICT SUB-REGISTRAR-II



(Suman Basu)
DISTRICT SUB-REGISTRAR-II



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 1
Page from 6946 to 6968
being No 00422 for the year 2015.



(Sushil Kumar Roy) 10-February-2015
DISTRICT SUB-REGISTRAR-II
Office of the D.S.R. - II NORTH 24-PARGANAS
West Bengal