

भारतीय गैर न्यायिक

दस  
रुपये  
₹.10



TEN  
RUPEES  
Rs.10

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

86AA 564488

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

Registrar Ur 3 7(2)  
District Sub-Registrar II  
24 Pgs (N) Barasat

09 FEB 2015

DEVELOPMENT AGREEMENT

1. Date: 4<sup>th</sup> February 2015
2. Place: Kolkata
3. Parties:



21 NOV 2014

SL. NO. 38662 DATE.....  
NAME.....  
ADD.....  
AMT. 10/-



Tamiya Saha

185

- Kamlapati Housing Private Limited
- Khatuwala Buildcon Private Limited
- Bonneville Niwas Private Limited
- Surjalmata Promoters Private Limited
- Tejaswani Housing Private Limited
- Brim Vinimay Private Limited
- Brim Tie Up Private Limited
- Pradyumna Promoters Private Limited
- Gopalpriya Infracon Private Limited
- Moredadi Merchants Private Limited
- Vishwaraja Constructions Private Limited
- Someshwara Enclave Private Limited
- Baladeva Awasan Private Limited
- Vrajesh Ventures Private Limited
- Copenhagen Dealers Private Limited
- Yaduvir Traders Private Limited
- Buglosse Nirman Private Limited
- Badiberi Trading Private Limited
- Badiberi Marketing Private Limited
- Gyaneshwar Promoters Private Limited
- Pradyumna Realtors Private Limited
- Khatuwala Griha Nirman Private Limited
- Anumati Estates Private Limited
- Adimurti Enclave Private Limited
- Mahabala Infrastructure Private Limited
- Banke Bihari Constructions Private Limited
- Banke Bihari Griha Nirman Private Limited
- Banke Bihari Housing Private Limited
- Mackenzie Barter Private Limited
- Raspberry Enclave Private Limited
- Vishwaraja Housing Private Limited

*Shash*  
**MOUSUMI GHOSH**  
LICENSED U/S 7(2) VENDOR  
KOLKATA REGISTRATION OFFICE



*2*  
Registrar U/S 7(2)  
District Sub. Registrar II  
24 Pgs (N) Barasat



185  
Tamiya Saha  
(Authorized Signatory)

04 FEB 2015

- 3.1 **Kamlapati Housing Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAECK7017N**)
- 3.2 **Khatuwala Buildcon Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAECK7021N**)
- 3.3 **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**)
- 3.4 **Surjalmata Promoters Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 1<sup>st</sup> Floor, 14, Netaji Subhas Road, Kolkata-700001, Police Station Hare Street (**PAN AASCS4640K**)
- 3.5 **Tejaswani Housing Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAECT5072G**)
- 3.6 **Brim Vinimay Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 6<sup>th</sup> Floor, Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAECB6601R**)
- 3.7 **Brim Tie Up Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 6<sup>th</sup> Floor, Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAECB6600Q**)
- 3.8 **Pradyumna Promoters Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAGCP5194H**)
- 3.9 **Gopalpriya Infracon Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAECG6503F**)
- 3.10 **Moredadi Merchants Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 14, Netaji Subhas Road, Kolkata-700001, Police Station Hare Street (**PAN AAICM1465E**)
- 3.11 **Vishwaraja Constructions Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAECV3107E**)
- 3.12 **Someshwara Enclave Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (**PAN AASCS5453Q**)
- 3.13 **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**)





186

Siddhant Sphere LLP

Parasmall Jain

Authorised Signatory/Director



Registrar U/S 7(2)  
District Sub. Registrar II  
24 Pgs (N) Barasat

04 FEB 2015

Lombhu Boidas.

S/o Sri Ajay Boidas.

Kabi Koushna Ramdas Pt.

P.O + P.S. Nemitra

Kol- 49

Business

- 3.14 **Vrajesh Ventures 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 AAECV1992M**)
- 3.15 **Copenhagen Dealers 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 AAFCC0048N**)
- 3.16 **Yaduvir Traders Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 84A, Chittaranjan Avenue, Kolkata-700012, Police Station Bowbazar (**PAN AAACY5737B**)
- 3.17 **Buglosse Nirman Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 84A, Chittaranjan Avenue, Kolkata-700012, Police Station Bowbazar (**PAN AAFCB0022M**)
- 3.18 **Badiberi Trading Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 1<sup>st</sup> Floor, 14, Netaji Subhas Road, Kolkata-700001, Police Station Hare Street (**PAN AAFCB0557R**)
- 3.19 **Badiberi Marketing Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 1<sup>st</sup> Floor, 14, Netaji Subhas Road, Kolkata-700001, Police Station Hare Street (**PAN AAFCB0559B**)
- 3.20 **Gyaneshwar Promoters Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAECG6505D**)
- 3.21 **Pradyumna Realtors Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAGCP5193A**)
- 3.22 **Khatuwala Griha Nirman Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAECK7024K**)
- 3.23 **Anumati Estates Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 84A, Chittaranjan Avenue, Kolkata-700012, Police Station Bowbazar (**PAN AAKCA9960G**)
- 3.24 **Adimurti Enclave 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 AAKCA9963F**)
- 3.25 **Mahabala Infrastructure Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 1<sup>st</sup> Floor, 14, Netaji Subhas Road, Kolkata-700001, Police Station Hare Street (**PAN AAHCM9531A**)
- 3.26 **Banke Bihari Constructions Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAFCB1663A**)



*[Handwritten signature]*

Registrar U/S 7(2)  
District Sub. Registrar II  
24 Pys (N) Barasat

04 FEB 2015



- 3.27 **Banke Bihari Griha Nirman Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAFCB1662B**)
- 3.28 **Banke Bihari Housing Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAFCB1659J**)
- 3.29 **Mackenzie Barter 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 AAICM3813C**)
- 3.30 **Raspberry Enclave 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 AAGCR2270N**)
- 3.31 **Vishwaraja Housing Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAECV3090J**)

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**

- 3.32 **Siddha Sphere LLP**, a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 6<sup>th</sup> 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 possessor of land measuring 201.7437 (two hundred and one point seven four three seven) decimal [equivalent to 122.0544 (one hundred and twenty two point zero five four four) *cottah*], more or less, comprised in R.S./L.R. *Dag* Nos. 615, 629, 639, 641, 642, 643 and 639/734, recorded in L.R. *Khatian* Nos. 2454, 2453, 2622, 2619, 2624, 2518, 2519, 2542, 2543, 2580, 2581, 2618, 2523, 2522, 2524, 2525, 487, 2528, 2526, 2527, 2552, 2529, 2530, 2555, 2554, 2553, 2567, 2569 and 2579, *Mouza* Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of Rajarhat Bishnupur No. I





*[Handwritten signature]*

Registrar I/S 7(2)  
District Sub. Registrar II  
24 Parganas, West Bengal

04 FEB 2015



*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/missible 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.
- 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.





*[Handwritten signature]*

Registrar U/S 7(2)  
District Sub. Registrar II  
24 Pgs (N) Barasat

04 FEB 2015



**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, sewage 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 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





*[Handwritten signature]*

Registrar (S) 702  
District Sub Registrar II  
24 P.S. (N) Barasat

04 FEB 2015



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/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.	Kamlapati Housing Private Limited	470
2.	Khatuwala Buildcon Private Limited	850
3.	Bonneville Niwas Private Limited	360
4.	Surjalmata Promoters Private Limited	3970
5.	Tejaswani Housing Private Limited	2070
6.	Brim Vinimay Private Limited	1500
7.	Brim Tie Up Private Limited	1740
8.	Pradyumna Promoters Private Limited	1560
9.	Gopalpriya Infracon Private Limited	1560
10.	Moredadi Merchants Private Limited	3750
11.	Vishwaraja Constructions Private Limited	3750
12.	Someshwara Enclave Private Limited	1910
13.	Baladeva Awasan Private Limited	630
14.	Vrajesh Ventures Private Limited	3610
15.	Copenhagen Dealers Private Limited	3610
16.	Yaduvir Traders Private Limited	3610
17.	Buglosse Nirman Private Limited	3610
18.	Badiberi Trading Private Limited	3610
19.	Badiberi Marketing Private Limited	3610
20.	Gyaneshwar Promoters Private Limited	3130



*[Handwritten signature]*

Registrar U/S 7(2)  
District Sub. Registrar II  
24 Pgs (N) Barasat

04 FEB 2015



21.	Pradyumna Realtors Private Limited	3130
22.	Khatuwala Griha Nirman Private Limited	3130
23.	Anumati Estates Private Limited	3130
24.	Adimurti Enclave Private Limited	3130
25.	Mahabala Infrastructure Private Limited	3130
26.	Banke Bihari Constructions Private Limited	2350
27.	Banke Bihari Griha Nirman Private Limited	2350
28.	Banke Bihari Housing Private Limited	1570
29.	Mackenzie Barter Private Limited	2100
30.	Raspberry Enclave Private Limited	700
31.	Vishwaraja Housing Private Limited	2120

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.

## 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.






*[Handwritten signature]*

Registries No. 700  
District S. O. Registrar  
of North 24 Parganas

04 FEB 2015



- 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.
- 12.4 **Valid Receipt:** The Owners shall pass valid receipts for all amounts paid under this Agreement.





  
Registrar U/S 7(2)  
District Sub. Registrar II  
24 Pgs (N) Barasat

04 FEB 2015

- 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-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.







✓

Registrar (S) 7121  
District Sud. Registrar  
De Rosini Barasat

04 FEB 2015

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.

## 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





*[Handwritten signature]*

Registrar US 7(2)  
District Sub. Registrar N  
24 Pgs (N) Baraset

04 FEB 2015



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





*[Handwritten signature]*

Registrar U/S 7(2)  
District Suh Registrar II  
24 Pgs (N) Barasat

04 FEB 2015

## 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 201.7437 (two hundred and one point seven four three seven) decimal [equivalent to 122.0544 (one hundred and twenty two point zero five four four) *cottah*], more or less, comprised in R.S./L.R. *Dag* Nos. 615, 629, 639, 641, 642, 643 and 639/734, recorded in L.R. *Khatian* Nos. 2454, 2453, 2622, 2619, 2624, 2518, 2519, 2542, 2543, 2580, 2581, 2618, 2523, 2522, 2524, 2525, 487, 2528, 2526, 2527, 2552, 2529, 2530, 2555, 2554, 2553, 2567, 2569 and 2579, *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. *Dag* No. 629 (P), 625, 615 (P), 630, 641 (P) and 639 (P)  
**On the East** : By R.S./L.R. *Dag* Nos. 615 (P), 629 (P), 641 (P), 688  
**On the South** : By R.S./L.R. *Dag* Nos. 639 (P), 644 (P), 643 and 642 (P)  
**On the West** : By R.S./L.R. *Dag* Nos. 643, 642 (P), 1039, 629 (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)
615	2454 and 2453	3.4800
629	2622, 2619 and 2624	11.9791
639	2518, 2519, 2542, 2543, 2580, 2581, 2619 and 2618	47.0920
641	2523, 2522, 2524, 2525 and 487	59.4300
642	2528, 2526, 2527, 2552, 2529, 2530, 2555, 2554 and 2553	66.6659
643	2567 and 2569	7.4667
639/734	2579	5.6300
<b>Total:</b>		<b>201.7437</b>





*[Handwritten signature]*

Registrar U/S 7(2)  
District Sub-Registrar II  
24 Pgs (N) 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.

**Kamlapati Housing Private Limited  
Bonneville Niwas Private Limited  
Tejaswani Housing Private Limited  
Brim Tie Up Private Limited  
Gopalpriya Infracon Private Limited  
Vishwaraja Constructions Private Limited**

**Baladeva Awasan Private Limited  
Copenhagen Dealers Private Limited  
Buglosse Nirman Private Limited  
Badiberi Marketing Private Limited  
Pradyumna Realtors Private Limited**

**Anumati Estates Private Limited  
Mahabala Infrastructure Private Limited  
Banke Bihari Griha Nirman Private Limited  
Mackenzie Barter Private Limited  
Vishwaraja Housing Private Limited**

**Khatuwala Buildcon Private Limited  
Surjalmata Promoters Private Limited  
Brim Vinimay Private Limited  
Pradyumna Promoters Private Limited  
Moredadi Merchants Private Limited  
Someshwara Enclave Private Limited**

**Vrajesh Ventures Private Limited  
Yaduvir Traders Private Limited  
Badiberi Trading Private Limited  
Gyaneshwar Promoters Private Limited  
Khatuwala Griha Nirman Private Limited**

**Adimurti Enclave Private Limited  
Banke Bihari Constructions Private Limited  
Banke Bihari Housing Private Limited**

**Raspberry Enclave Private Limited**

Taniya Saha  
(Authorized Signatory)  
(Owners)

**Siddha Sphere LLP**

Panmall Jain  
Authorised Signatory/Director

**Witnesses:**

Signature B.

Name Bombhu Bibida

Father's Name S/O Sri Anir Bibida

Address K. K. Ramdas Rd.  
Kot-49

Signature S. Sardar

Name Subrata Sardar

Father's Name Cr. Sardar.

Address T.C.K.S. Roy Road  
Kolkata-700001

*Drafted by*  
*Shubadip Chakraborty*  
*Advocate, High Court, Calcutta*  
*F/104/14*



































A handwritten signature in blue ink, appearing to be a stylized 'S' followed by a horizontal line.

Registrar U/S 7(2)  
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					
	 <i>Pan mall Jain</i>					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
	 <i>Tanviya Saha</i>					
		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



  
Registrar U/S 7(2)  
District Sub-Registrar II  
24 Pgs (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 - 00424 of 2015  
(Serial No. 00269 of 2015 and Query No. 1502L000000721 of 2015)

On 04/02/2015

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

Presented for registration at 17.35 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 - 00424 of 2015**  
**(Serial No. 00269 of 2015 and Query No. 1502L000000721 of 2015)**

1. Taniya Saha

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

Authorised Signatory, Khatuwala Buildcon 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, Surjalmata Promoters Private Limited, 14, Netaji Subhas Road, , Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India.

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

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

Authorised Signatory, Brim Tie Up Private Limited, 99 A, Park Street, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India.

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

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

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

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

Authorised Signatory, Someshwara Enclave Private Limited, 109, Park Street, , Thana:-Park Street, 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, Vrajesh Ventures Private Limited, 27, Brabourne Road, , Thana:-Hare Street, 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 - 00424 of 2015**  
**(Serial No. 00269 of 2015 and Query No. 1502L000000721 of 2015)**

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

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

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

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

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

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

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

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

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

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

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

Authorised Signatory, Banke Bihari Constructions Private Limited, 109, Park Street, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India.

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

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

Authorised Signatory, Mackenzie Barter Private Limited, 27, Brabourne Road, , Thana:-Hare Street,



( 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 - 00424 of 2015**  
**(Serial No. 00269 of 2015 and Query No. 1502L000000721 of 2015)**

District:-Kolkata, WEST BENGAL, India.

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

Authorised Signatory, Vishwaraja Housing 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.-16,59,77,590/-

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

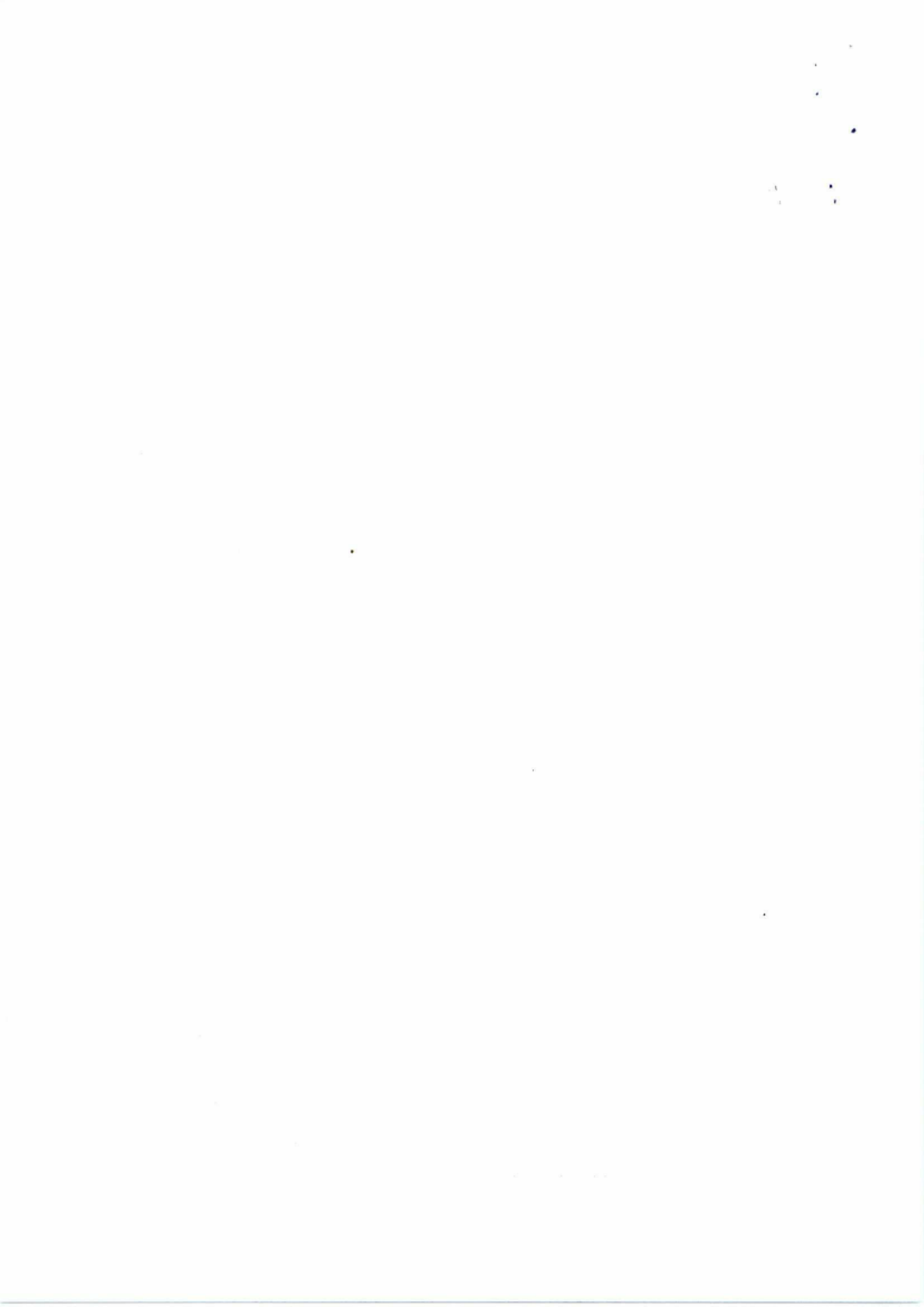


( Suman Basu )  
DISTRICT SUB-REGISTRAR-II

09/02/2015 15:34:00

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 - 00424 of 2015  
(Serial No. 00269 of 2015 and Query No. 1502L000000721 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 222299, 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 6987 to 7009  
being No 00424 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