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I-270/17

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

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ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबंगा पश्चिम बंगाल WEST BENGAL

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

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

DEVELOPMENT AGREEMENT

16 JAN 2017

1. Date: 16th January, 2017

2. Place: Kolkata

3. Parties

3.1 **Calcutta Reality Private Limited** [CIN U29303WB1936PTC008661] formerly known as **Calcutta Reality Limited**, which was originally incorporated on 24/06/36 under previous company law as **The Calcutta Electrical Manufacturing Co. Ltd.**, a limited company, incorporated under the Companies Act, 2013, having its registered office at 6/2,Queens Park, Post Office Ballygunge, Police Station Ballygunge, Kolkata – 700019, [PAN AAACT9708M], represented by its directors, namely **Mr. Anand Vijay Lohia**, son of Late Om Prakash Lohia, working at 6/2,Queens Park, Post Office Ballygunge, Police Station Ballygunge, Kolkata – 700019.
(**Owner**, includes successor-in-interest and assigns)

Calcutta Reality Pvt. Ltd.

Director

SIGNATURE VANIJYA PRIVATE LIMITED

Director

নম্বর : 3011
সন ও তারিখ : 12.09.16.
ক্রেতার নাম : Sh. [illegible]
ঠিকানা : 165, T. M. Road, Cal-152.
মূল্য : [illegible]
ডেলিভারি : [illegible]
হাবড়া কোর্ট
জেলা : উত্তর ২৪ পরগনা
খরিদ তাং : 22 AUG 2016
মোট স্ট্যাম্প ভাড়া : RS.200000
ট্রেজারী বাবদ
ডেলিভার : শ্রী সম্রাট বোস

Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs.
16 JAN 2017

And

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

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

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

4. **Subject Matter of Agreement**

4.1 **Development of Said Property**: Understanding between the Owner and the Developer with regard to development (in the manner specified in this Agreement) of (1) Demarcated land measuring 63 (sixty three) decimal, equivalent to 38 (thirty eight) *cottah* 1 (one) *chittack* and 38 (thirty eight) square feet, more or less, out of 94 (ninety four) decimal, comprised in R.S./L.R. *Dag* No. 917, recorded in L.R. *Khatian* No. 1272, *Mouza* Kalikapur, J.L No. 40, Police Station New town (formerly Rajarhat), Additional District Sub-Registration Office Rajarhat [formerly Bidhannagar (Salt Lake City)], within Patharghata Gram *Panchayat* (PGP), District North 24 Parganas (**First Property**) And (2) demarcated land measuring 3.75 (three point seven five) decimal, equivalent to 2 (two) *cottah* 4 (four) *chittack* and 13 (thirteen) square feet, more or less, out of 24 (twenty four) decimal, comprised in R.S./L.R. *Dag* No. 918, recorded in L.R. so*Khatian* No. 1272, *Mouza* Kalikapur, J.L No. 40, Police Station New town (formerly Rajarhat), Additional District Sub-Registration Office Rajarhat [formerly Bidhannagar (Salt Lake City)], within Patharghata Gram *Panchayat* (PGP), District North 24 Parganas (**Second Property**). The First Property and the Second Property totaling to land measuring 66.75 (sixty six point seven five) decimal, equivalent to 40 (forty) *cottah* 06 (six) *chittack* and 06 (six) square feet, more or less, all morefully and collectively described in the 1st Schedule below (collectively **Said Property**), by construction of a

Calcutta Reality Pvt. Ltd.
Director

SIGNATURE VANIJYA PRIVATE LIMITED
Director

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

16 JAN 2017

ready-to-use residential-commercial buildings on the Said Property (**Project**).

4.2 **Allocation and Demarcation of Respective Entitlements**: Allocation and demarcation of the respective entitlements of the Owner and the Developer in the Project to be constructed on the Said Property.

5. **Representations, Warranties and Background**

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

5.1.1 **Ownership of Dukhiram Mondal**: Dukhiram Mondal, was the recorded owner of land measuring 94 (ninety four) decimals, comprised in R.S./L.R. *Dag* No. 917, R. S. *Khatian* No. 73 corresponding to L.R. Khatian No. 252, *Mouza Kalikapur*, J. L. No. 40, Police Station New Town (formerly Rajarhat), within the limits of Patharghata *Gram Panchayat*, Sub-Registrar Bidhannagar (Salt Lake City), District North 24 Parganas, along with various other properties. (**Larger First Property**).

5.1.2 **Mutation by Dukhiram Mondal**: Dukhiram Mondal duly mutated his name as owner of the Larger First Property, in the records of the Land Revenue Settlement vide L.R. *Khatian* No. 252 (**Dukhiram's Property**).

5.1.3 **Demise of Kolomati Monadal**: Kalomoti Mondal, wife of Dukhiram Mondal, died *intestate*, leaving behind her surviving her only husband, as they had no legal issue out of the wedlock. Subsequently Dukhiram Mondal married again with Golapi Mondal.

5.1.4 **Demise of Dukhiram Mondal**: Dukhiram Mondal, died in the year 1987, leaving behind him surviving his wife, Golapi Mondal [**Legal Heir of Dukhiram Mondal**] as his only surviving legal heiress, who inherited the right, title and interest of the entirety of Dukhiram's Property.

5.1.5 **Ownership of Golapi Mondal**: Thus, Golapi Mondal, inherited the right, title and interest of Dukhiram's Property and has become the sole, absolute and undisputed owner of Dukhiram's Property.

5.1.6 **Gift to Kailash Mondal and others**: By 3 (three) Bengali *Danpatra* (Deed of Gift) (1) dated 13th February, 2004, registered in the Office of Additional District Sub-Registrar Bidhannagar (Salt Lake City), in Book No. I, CD Volume No. 170, at Pages 1 to 10, being Deed No. 02899 for the year 2004, (2) dated 13th February, 2004, registered in

Calcutta Reality Pvt. Ltd.
Director

SIGNATURE VANIJYA PRIVATE LIMITED
Director

Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs.
16 JAN 2017

the Office of Additional District Sub-Registrar Bidhannagar (Salt Lake City), in Book No. I, CD Volume No. 170, at Pages 20 to 28, being Deed No. 02901 for the year 2004 and (3) dated 22nd August, 2006, registered in the Office of Additional District Sub-Registrar Bidhannagar (Salt Lake City), in Book No. I, CD Volume No. 21, at Pages 226 to 233, being Deed No. 00326 for the year 2007, Golapi Mondal conveyed and transferred by way of Gift, the entirety of Dukhiram's Property, i.e. land measuring 94 (ninety four) decimals, comprised in R.S./L.R. *Dag* No. 917 in recorded L.R. Khatian No. 252, in *Mouza Kalikapur*, J. L. No. 40, Police Station New Town (formerly Rajarhat), within the limits of Patharghata *Gram Panchayat*, Sub-Registrar Bidhannagar (Salt Lake City), District North 24 Parganas to Kalish Mondal, Palash Mondal and Sujit Mondal.

5.1.7 **Ownership of The Calcutta Electrical Manufacturing Co. Ltd.**: By a Deed of Conveyance dated 20th April, 2007, registered in the Office of the District Sub-Registrar - II, North 24 Parganas, Barasat, in Book No. I, CD Volume No. 4, at Pages 10016 to 10038, being Deed No. 03272 for the year 2007, Kailash Mondal, Palash Mondal and Sujit Mondal, sold conveyed and transferred the land measuring 63 (sixty three) decimal, equivalent to 38 (thirty eight) *cottah* 1 (one) *chittack* and 38 (thirty eight) square feet, more or less, out of 94 (ninety four) decimal, comprised in R.S./L.R. *Dag* No. 917, recorded in L.R. *Khatian* No. 252, *Mouza* Kalikapur, J.L No. 40, Police Station Rajarhat, Addl. Sub-Registration Office Bidhannagar (Salt Lake City), within Patharghata Gram *Panchayat* (PGP), District North 24 Parganas, to The Calcutta Electrical Manufacturing Co. Ltd. (Owner No. 3.1 herein) for the consideration mentioned therein. (**First Purchased Property**).

5.1.8 **Ownership of Rabindar Bhattacharjee**: Rabindar Bhattacharjee, was the recorded owner of land measuring 24 (twenty four) decimals, comprised in R.S./L.R. *Dag* No. 918 in recorded L.R. Khatian No. 424, in *Mouza Kalikapur*, J. L. No. 40, Police Station New Town (formerly Rajarhat), within the limits of Patharghata *Gram Panchayat*, Sub-Registrar Bidhannagar (Salt Lake City), District North 24 Parganas, along with various other properties. (**Larger Second Property**).

5.1.9 **Mutation by Rabindra Bhattacharjee**: Rabindra Bhattacharjee duly mutated his names as owner of the Larger Second Property, in the records of the Land Revenue Settlement vide L.R. *Khatian* No. 252 (**Rabindra's Property**).

5.1.10 **Demise of Rabindra Bhattacharjee**: Rabindra Bhattacharjee, died *intestate*, leaving behind him surviving his wife, Minati Bhattacharjee, 1(one) son, Mithu Bhattacharjee and 1 (one)

Calcutta Reality Pvt. Ltd.

Director

SIGNATURE VANIJYA PRIVATE LIMITED

Director

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

16 JAN 2017

daughter, namely, Piu Bhattacharjee [collectively **Legal Heirs of Rabindar Bhattacharjee**] as his surviving legal heirs and heiresses, all of whom jointly inherited the right, title and interest of the entirety of Rabindra's Property.

5.1.11 **Ownership of Legal Heirs of Rabindra Bhattacharjee**: Minati Bhattacharjee, Mithu Bhattacharjee, Piu Bhattacharjee, inherited the right, title and interest of Rabindra's Property and have become the joint, absolute and undisputed owners of Rabindra's Property. The Said Property is the part of Rabindra's Property.

5.1.12 **Ownership of The Calcutta Electrical Manufacturing Co. Ltd.**: By a Deed of Conveyance dated 28th May, 2007, registered in the Office of the District Sub-Registrar - II, North 24 Parganas, Barasat, in Book No. I, CD Volume No. 6, at Pages 4473 to 4494, being Deed No. 04101 for the year 2007, Minti Bhattacharjee, Mithun Bhattacharjee and Piu Bhattachajee, sold conveyed and transferred the land measuring 3.75 (three point seven five) decimal, equivalent to 2 (two) *cottah* 4 (four) *chittack* and 14 (fourteen) square feet, more or less, out of 24 (twenty four) decimal, comprised in R.S./L.R. *Dag* No. 918, recorded in L.R. *Khatian* No. 424, *Mouza* Kalikapur, J.L No. 40, Police Station New town (formerly Rajarhat), Sub-Registration Office Rajarhat [formerly Bidhannagar (Salt Lake City)], within Patharghata Gram *Panchayat* (PGP), District North 24 Parganas, being the First Property to The Calcutta Electrical Manufacturing Co. Ltd. (Owner No. 3.1 herein) for the consideration mentioned therein. **(Second Purchased Property)**.

5.1.13 **Mutation**: The Calcutta Electrical Manufacturing Co. Ltd. mutated its name in the records of Land Revenue Settlement in respect of its First Purchased Property and the Second Purchased Property, vide L.R. *Khatian* No. 1272 and has been paying the *khazna* regularly. The First Purchased Property and the Second Purchased Property, collectively **Said Property**.

5.1.14 **Change of Name**: The Calcutta Electrical Manufacturing Company Limited duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 for change of name and the approval of the same was signified in writing by the Central Government as per the provisions of Section 21 of the Companies Act, 1956 read together with the Government of India, Department of Company Affairs, New Delhi, Notification No. G.S.R. 507 (E) dated 24/06/1985 vide SRN A64170012 dated 30th June 2009 and subsequently The Calcutta Electrical Manufacturing Company Limited was renamed to Calcutta Reality Limited and a fresh Certificate of Incorporation was issued by the Registrar of Companies, West Bengal.

Calcutta Reality Pvt. Ltd.

Director

SIGNATURE VANIJYA PRIVATE LIMITED

Director

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

16 JAN 2017

5.1.15 **Conversion of Calcutta Reality Limited**: Calcutta Reality Limited made an application as per the provisions of Section 18 of the Companies Act, 2013 to convert the nature of the company from a public limited company to a private limited company and the approval for the same was signified in writing by the Central Government vide SRN C81956690 dated 21/03/2016 and the name of the company was changed to Calcutta Reality Private Limited and a fresh Certificate of Incorporation consequent upon conversion from public company to private company was issued by the Government of India, Ministry of Corporate Affairs, Kolkata.

5.1.16 **Correction of Record of Rights**: Calcutta Reality Private Limited also got the L.R. records modified and corrected with respect to the Said Property after the change of name.

5.1.17 **Absolute Ownership**: In the aforesaid circumstances, the Owner has become the sole, absolute and undisputed owner of Said Property. The Said Property is the subject matter of this Development Agreement.

5.1.18 **Owner has Marketable Title**: The right, title and interest of the Owner in the Said Property is free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage, lien and *lispendens*.

5.1.19 **Owners to Ensure Continuing Marketability**: The Owner shall ensure that title of the Owner to the Said Property continues to remain marketable and free from all encumbrances till the completion of the development of the Said Property.

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

5.1.21 **No Prejudicial Act**: The Owner has neither done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developers under this Agreement.

5.1.22 **No Acquisition/Requisition**: The Owner declare that the Said Property has not been acquired, required or included in any scheme of acquisition or requisition and the Owners have neither received nor is aware of any notice or order from any Authority or Statutory Body or Government Department for any such acquisition, requisition or scheme.

Calcutta Reality Pvt. Ltd.

Director

SIGNATURE VANIJYA PRIVATE LIMITED

Director

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

16 JAN 2017

5.1.23 **No Excess Land**: The Said Property does not contain any excess land and the Owner also does not hold any excess land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.

5.1.24 **No Encumbrance**: The Owner has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing (including creation of statutory or customary right of easement) whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title. The Said Property is free from all claims, demands, encumbrances, mortgages, equitable mortgages, charges, liens, attachments, *lis pendens*, uses, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, restrictions and liabilities whatsoever or howsoever made or suffered by the Owner and the title of the Owner to the Said Property is good, free, clear, bankable and marketable.

5.1.25 **Right, Power and Authority to Develop**: The Owner have good right, full power, absolute authority and indefeasible title to develop, grant, sell, convey, transfer, assign and assure the Said Property.

5.1.26 **No Dues**: No revenue, cess, *panchayat* taxes, other taxes, surcharges, impositions, outgoings or levies of any nature whatsoever in respect of the Said Property is due to the Government or any other authority or authorities and no demands, recovery proceedings or Certificate Cases are pending for realization of any dues from the Owners.

5.1.27 **No Right of Pre-emption**: No person, entity or authority whosoever have/had/has or ever claimed any right of pre-emption over and in respect of the Said Property or any part thereof.

5.1.28 **No Mortgage**: No mortgage or charge has been created by the Owner in respect of the Said Property or any part thereof, whether by deposit of title deeds or otherwise.

5.1.29 **No Previous Agreement**: The Owner has ascertained that the Said Property is not the subject matter of any previous agreement, whether oral or in writing, save and except the Said Agreements and the POAs.

5.1.30 **No Guarantee**: The Said Property is not affected by or subject to any corporate guarantee or personal guarantee for securing any financial accommodation.

5.1.31 **No Bar by Court Order or Statutory Authority**: There is no order of Court or any other statutory authority prohibiting the Owner from

Calcutta Reality Pvt. Ltd.

Director

SIGNATURE VANIJYA PRIVATE LIMITED

Director

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

16 JAN 2017

developing, selling, transferring and/or alienating the Said Property or any part thereof.

5.1.32 **No Transfer**: The Owner has not created any third party interest of any nature whatsoever and/or has not delegated any of the Owners right either flowing from the Said Agreement or otherwise to any third party in any manner whatsoever.

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

5.2.1 **Infrastructure and Expertise of Developer**: The Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.

5.2.2 **Financial Arrangement**: The Developer is and during the tenure of this Agreement shall remain competent to arrange the financial inputs required for development of the Said Property, *inter alia* by way of construction of the Project on the Said Property.

5.2.3 **No Abandonment**: The Developer shall not abandon, delay or neglect the Project of development of the Said Property and shall accord the highest priority, financial as well as infrastructural, to the development of the Said Property.

5.2.4 **Developer has Authority**: The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.

5.3 **Decision to Develop**: The Owner decided to develop the Said Property. Pursuant thereto, preliminary discussions were held with the Developer for taking up the development of the Said Property by constructing the new residential building/s, i.e. Project.

5.4 **Finalization of Terms Based on Reliance on Representations**: Pursuant to the above and relying on the representations made by the Parties to each other as stated above, final terms and conditions [superceding all previous correspondence and agreements (oral or written) between the Parties] for the Project are being recorded by this Agreement.

6. **Basic Understanding**

6.1 **Development of Said Property by Construction of Project**: The Parties have mutually decided to take up the Project, i.e. the development of the Said Property by construction of the new buildings thereon on co-

Calcutta Reality Pvt. Ltd.
Director

SIGNATURE VANIJYA PRIVATE LIMITED
Director

SEAL OF THE ADDITIONAL DISTRICT SUB REGISTRAR
NEW TOWN, NORTH 24 PARGANAS

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

16 JAN 2017

venture basis, with (1) specified inputs and responsibility sharing by the Parties and (2) exchange with each other of their specified inputs.

6.2 **Nature and Use of Project**: The Project shall be in accordance with architectural plan (**Building Plans**) to be prepared by the Architect/s appointed by the Developer from time to time (**Architect**), preferably after discussion with the Owner and taking into consideration their views and suggestions, if any, duly sanctioned by the *Patharghata* Gram Panchayat, Rajarhat *Panchayat Samity*, Zilla Parishad, NKDA and other statutory authorities concerned with sanction (collectively Planning Authorities), as a ready-to-use residential/commercial buildings with specified areas, amenities and facilities to be enjoyed in common.

7. **Appointment and Commencement**

7.1 **Appointment**: The Parties hereby accept the Basic Understanding between them as recorded in Clause 6 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Pursuant to and in furtherance of the aforesaid confirmations, the Owner hereby appoint the Developer as the developer of the Said Property with right to execute the Project and the Developer hereby accepts the said appointment by the Owner.

7.2 **Commencement**: This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.

8. **Sanction and Construction**

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

8.2 **Architect and Consultants**: The Owner confirms that the Owner has authorized the Developer to appoint the Architect and other consultants to complete the Project. All costs, charges and expenses

Calcutta Reality Pvt. Ltd.
Director

SIGNATURE VANIJYA PRIVATE LIMITED
Director

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

16 JAN 2017

in this regard including professional fees and supervision charges shall be paid by the Developer and the Owner shall have no liability or responsibility.

8.3 **Construction of Project**: The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owner construct, erect and complete the Project on the Said Property comprising of new residential buildings and Common Portions (defined in Clause 8.5 below), in accordance with the sanctioned Building Plans.

8.4 **Completion Time**: With regard to time of completion of the Project, it has been agreed between the Parties that subject to Circumstances Of Force Majeure (defined in Clause 24.1 below), the Developer shall complete the entire process of development of the Said Property and construct, erect and complete the Project within a period of 30 (thirty) months from the date of obtaining the sanctioned Building Plans or the date of obtaining conversion of Said Property or other statutory permission from authorities concerned with regard to sanction of Building Plans/Project or from the date of handing over of *khas*, vacant, peaceful and physical possession of the entirety of the Said Property by the Owner to the Developer, whichever is later. (**Completion Time**) and the Completion Date may be extended by a period of 6 (six) months (**Extended Period**), at the option of the Developer.

8.5 **Common Portions**: The Developer shall at its own costs install and erect in the New Building common areas, amenities and facilities such as stairways, lifts, passages, common lavatory, electric meter room, pump room, reservoir, over head water tank, water pump and motor, water connection, drainage connection, sewerage connection as per the sanctioned Building Plans and other facilities required for establishment, enjoyment and management of the Project (collectively **Common Portions**). For permanent electric connection to the flats and other spaces in the new buildings in the Project (**Flats**), the intending purchasers (collectively **Transferees**) shall pay the deposits demanded by WBSEDCL and other agencies and the Owner shall also pay the same for the Flats in the Owner's Allocation (defined in Clause 11.1 below). It is clarified that the expression Transferees includes the Owner and the Developer, to the extent of unsold or retained Flats in the Project.

8.6 **Building Materials**: The Developer shall be authorized in the name of the Owner to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owner and required for the

Calcutta Reality Pvt. Ltd.

Director

SIGNATURE VANIJYA PRIVATE LIMITED

Director

SEAL OF THE ADDITIONAL DISTRICT SUB-REGISTRAR
RAJARHAT, NEW TOWN, NORTH 24-PARGANAS

Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs.
16 JAN 2017

construction of the New Building but under no circumstances the Owner shall be responsible for the price/value, storage and quality of the building materials.

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

8.8 **Modification**: The Developer shall be entitled to amend or modify the Building Plans, as when required, within the permissible limits and norms of the Planning Authorities.

8.9 **Co-operation by Owner**: The Owner shall not indulge in any activities which may be detrimental to the development of the Said Property and/or which may affect the mutual interest of the Parties. The Owner shall provide all co-operations that may be necessary for successful completion of the Project.

9. Possession

9.1 **Vacating by Owner**: the Owner has handed over *khas*, vacant and physical possession of the entirety of the Said Property to the Developer, for the purpose of execution of the Project, without having being relinquished the owner's right of ownership and shall be in joint possession of both the parties till completion of the project and allocation of its share as agreed. The owner shall have absolute right to egress and ingress to the property to cause inspection at any point of time.

10. Powers and Authorities

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

Calcutta Reality Pvt. Ltd.
Director

SIGNATURE VANIJYA PRIVATE LIMITED
Director

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

16 JAN 2017

10.2 **Amalgamation and Extension of Project**: Notwithstanding grant of the aforesaid Powers of Attorney, the Owner hereby undertakes that the Owner shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to amalgamate the Said Property with the adjoining plots for extension of the Project and use of Common Portions.

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

11. **Owner's Allocation**

11.1 **Owners' Allocation**: The Owners shall be entitled to (1) 25% (twenty five percent) of the construction area (as per the Building Plans) against the Said Property in the New Buildings. The Parties have agreed that the Developer shall allot respective allocations to the Owner of the New Buildings (the details of such demarcation shall be recorded in a separate instrument and in the event full allotment is not made out then the balance area of allotment shall be adjusted against monitory consideration (2) undivided 25% (twenty five percent) share, against the construction FAR of the Said Property as per the sanctioned Building Plans, in the roof of the New Buildings including the area for access to Common Portions (3) undivided 25% (twenty five percent) share, against the total number of car parking units, as per the sanctioned Building Plans, in the ground floor/ground level of the New Buildings including the area for access to Common Driveways and (4) an interest free deposit of Rs. 50,00,000/- (Rupees fifty lac) only and the Deposit shall be paid to the Owner in three phases i.e. (i) a sum of Rs. 25,00,000/- (Rupees twenty five lacs) only at the time of execution of this Agreement, receipt of which the Owner admits and acknowledge, (ii) Rs. 10,00,000/- (Rupees ten lacs) only by 2 (two) cheques of Rs. 5,00,000/- (Rupees five lac) each to be paid by 15th January, 2017 and (iii) the balance sum of Rs. 15,00,000/- (Rupees fifteen lac) only simultaneously by 3 (three) cheques of Rs. 5,00,000/- (Rupees five lac) each of 31st March, 2017, which shall be refunded back to the developer (collectively Owner's Allocation) it is clarified that the owners' allocation shall include undivided, impartible and indivisible 25% (twenty five percent) against the said property in (1) the common portions of the new buildings and (2) the contained in the said property. The Owners' Allocation shall be heritable and freely transferable.

Calcutta Reality Pvt. Ltd.

Director

SIGNATURE VANIJYA PRIVATE LIMITED

Director

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

- 16 JAN 2017

12. **Developer's Allocation**

12.1 **Developer's Allocation**: The Developer shall be fully and completely entitled to (1) remaining 75% (seventy five percent) of the sanctioned area (as per the Building Plans) against the Said Property in the New Buildings and (2) undivided 75% (seventy five percent) share, against the sanctioned area of the Said Property as per the sanctioned Building Plans, in the roof of the New Buildings including the area for access to Common Portions (3) undivided 75% (seventy five percent) share, against the total number of car parking units, as per the sanctioned Building Plans, in the ground floor/ground level of the New Buildings including the area for access to Common Driveways (collectively **Developer's Allocation**). It is clarified that the Developer's Allocation shall include undivided, impartible and indivisible undivided 75% (seventy five percent) of the sanctioned area (as per the Building Plans) against the Said Property in (1) the Common Portions of the New Buildings and (2) the land contained in the Said Property.

13. **Dealing with Respective Allocations**

13.1 **Demarcation of Respective Allocations**: The Parties have mutually agreed that on sanction of the Building Plans, the Parties shall formally demarcate their respective allocations based on the Building Plans and the details of such demarcation shall be recorded in a separate instrument.

13.2 **Owner's Allocation**: The Owner shall be entitled to the Owner's Allocation with right to transfer or otherwise deal with the same in any manner the Owner deems appropriate and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession, enjoyment, use and transfer of the Owner's Allocation. It is clearly understood that the dealings of the Owner with regard to the Owner's Allocation shall not in any manner fasten or create any financial liabilities upon the Developer. However, any transfer of any part of the Owner's Allocation shall be subject to the other provisions of this Agreement.

13.3 **Developer's Allocation**: The Developer shall be exclusively entitled to the Developer's Allocation with exclusive right to transfer or otherwise deal with the same in any manner the Developer deems appropriate, without any right, claim or interest therein whatsoever of the Owner and the Owner shall not in any way interfere with or disturb the quiet and peaceful possession, enjoyment, use and transfer of the Developer's Allocation. It is clearly understood that the dealings of the Developer with regard to the Developer's

Calcutta Reality Pvt. Ltd.
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SIGNATURE VANIJYA PRIVATE LIMITED
Director

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

16 JAN 2017

Allocation shall not in any manner fasten or create any financial liabilities upon the Owner. However, any transfer of any part of the Developer's Allocation shall be subject to the other provisions of this Agreement.

13.4 **Transfer of Developer's Allocation:** In consideration of the Developer constructing and handing over the Owner's Allocation to the Owner and meeting other obligations towards the Owner, the Owner shall execute deeds of conveyances of the undivided share in the land contained in the Said Property and the Building Plans as be attributable to the Developer's Allocation, in such part or parts as shall be required by the Developer. Such execution of conveyances shall be through the Developer exercising the powers and authorities mentioned in Clause 10.1 above.

13.5 **No Objection to Allocation:** The Parties confirm that neither Party has any objection with regard to their respective allocations.

13.6 **Cost of Transfer:** The costs of the aforesaid conveyances of the Developer's Allocation including stamp duty and registration fees and all other legal expenses shall be borne and paid by the Developer or the Transferees.

14. ***Panchayat* Taxes and Outgoings**

14.1 **Relating to Period Prior to Date of Sanction of Building Plans:** All *Panchayat* rates, taxes, penalty, interest and outgoings (collectively **Rates**) on the Said Property relating to the period prior to the date of sanction of the Building Plans shall be the liability of the Owner and the same shall be borne, paid and discharged by the Owner as and when called upon by the Developer, without raising any objection thereto.

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

15. **Possession and Post Completion Maintenance**

15.1 **Possession of Owner's Allocation:** Within 30+6 (thirty plus six) months or after the Developer obtaining Occupancy Certificate of the Project, the Owner shall take possession of the Owner's Allocation

Calcutta Reality Pvt. Ltd.
Director

SIGNATURE VANIJYA PRIVATE LIMITED
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Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs.

16 JAN 2017

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

15.2 **Possession Date and Rates**: On and from such date of the Owner taking physical possession or the aforementioned deemed possession, whichever be earlier (**Possession Date**), the Parties shall become liable and responsible for the Rates in respect of their respective Allocations.

15.3 **Punctual Payment and Mutual Indemnity**: The Parties shall punctually and regularly pay the Rates for their respective allocations to the concerned authorities and the Parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them, as the case may be, consequent upon a default by the other.

15.4 **Maintenance**: The Developer shall frame a scheme for the management and administration of the Project. The Owner hereby agrees to abide by all the rules and regulations to be so framed by the Developer for the management and administration of the Project.

15.5 **Maintenance Charge**: The Transferees and the Owner shall manage and maintain the Common Portions and services of the Project [if necessary, by forming a body (**Association**)] and shall collect the costs and service charge therefor (**Maintenance Charge**). It is clarified that the Maintenance Charge shall include premium for the insurance of the new buildings in the Project, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments. Advance/deposit towards Maintenance Charge shall also be collected, to ensure that funds are readily available for proper maintenance and upkeep of the Project. After obtaining Occupancy Certificate of the Project and/or taking physical possession of the Owner's Allocation by the Owner or the Transferees.

16. **Common Restrictions**

16.1 **Applicable to Both**: The Owner's Allocation and the Developer's Allocation in the Project shall be subject to the same restrictions as are applicable to multi-storied ownership buildings, intended for common benefit of all occupiers of the Project.

Calcutta Reality Pvt. Ltd.

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SIGNATURE VANIJYA PRIVATE LIMITED

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SEAL OF THE ADDITIONAL DISTRICT SUB-REGISTRAR
RAJARHAT, NEW TOWN, NORTH 24 PARGANAS

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

16 JAN 2017

17. Obligations of Developer

17.1 **Completion of Development within Completion Time**: The Developer shall complete the entire process of development of the Said Property within the Completion Time.

17.2 **Meaning of Completion**: The word 'completion' shall mean habitable state with water supply, sewage connection, electrical installation and all other facilities and amenities as be required to be provided to make the Flats ready-for-use and with Occupancy Certificate from Rajarhat Panchayat Samity or Pathargata Gram Panchayat.

17.3 **Compliance with Laws**: The execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure compliance.

17.4 **Planning, Designing and Development**: The Developer shall be responsible for planning, designing and development of the Project with the help of the Architect, professional bodies, contractors, etc.

17.5 **Specifications**: The Developer shall construct the Project as per the specifications given the **2nd Schedule** below (**Specifications**).

17.6 **Commencement of Project**: The development of the Said Property shall commence as per the Specifications, Building Plans, Scheme, rules, regulations, bye-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, the Owner having no responsibility in respect thereof in any manner whatsoever.

17.7 **Construction at Developer's Cost and Responsibility and Warranty**: The Developer shall construct the Project at its own cost and responsibility and shall be responsible for construction defects for a period of 1 (one) year from the date of completion, in accordance with the Promoters Act. The Developer shall alone be responsible and liable to Government, Corporation and other authorities concerned and to the occupants/Transferees and shall alone be liable for any loss or for any claim arising from such construction (including labour liabilities and workmen's compensation) and shall indemnify the Owner against any claims, loss or damages for any default or failure or breach on the part of the Developer.

17.8 **Tax Liabilities**: All tax liabilities applicable in relation to the development, namely sales tax, VAT, GST, works contract tax shall

Calcutta Reality Pvt. Ltd.
Director

SIGNATURE VANIJYA PRIVATE LIMITED
Director

SEAL OF THE ADDITIONAL DISTRICT SUB-REGISTRAR
RAJARHAT, NEW TOWN, NORTH 24 PARGANAS

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

16 JAN 2017

be paid by the Developer and Service tax, TDS shall be paid by the Transferees or the Owner in accordance with law.

17.9 **Permission for Construction:** It shall be the responsibility of the Developer to obtain all sanctions, permissions, clearances and approvals required from various Government authorities for sanction of the Building Plans and execution of the Project, including those from the Promoters Cell. The expenses to be incurred for obtaining all such sanctions, permissions, clearances and approvals shall be borne by the Developer.

17.10 **No Violation of Law:** The Developer hereby agrees and covenants with the Owner not to violate or contravene any provision of law, regulation or rule applicable to construction of the Project.

17.11 **No Obstruction in Dealing with Owner's Allocation:** The Developer hereby agrees and covenants with the Owner not to do any act deed or thing whereby the Owner is prevented from enjoying, selling, assigning and/or disposing of any part or portion of the Owner's Allocation.

18. Obligations of Owner

18.1 **Co-operation with Developer:** The Owner undertakes to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property.

18.2 **Documentation and Information:** The Owner undertakes to provide the Developer with any and all documentation and information relating to the Said Property as may be required by the Developer from time to time.

18.3 **No Obstruction in Dealing with Developer's Functions:** The Owner covenants not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.

18.4 **No Dealing with Said Property:** The Owner covenants not to let out, grant lease, mortgage and/or charge the Said Property or any portions thereof save in the manner envisaged by this Agreement.

18.5 **No Obstruction in Extension of Project:** The Owner covenants not to cause any interference or hindrance if the Developer purchases and/or enter into any Joint Venture Agreement with the owner/s of any adjacent plot/s to extent the Project. Further the Owner confirms, assures, undertakes and guarantees that the Owner shall

Calcutta Reality Pvt. Ltd.
Director

SIGNATURE VANIJYA PRIVATE LIMITED
Director

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

16 JAN 2017

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

19. Indemnity

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

19.2 **By the Owner**: Subsequent to the Development Agreement, if any litigation will raise in the name of the Owner or any successful claim by any third party for any defect in title of the Said Property, it will be responsibility to short out that issues by the Owner.

20. Corporate Warranties

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

20.1.1 **Proper Incorporation**: it is properly incorporated under the laws of India.

20.1.2 **Necessary Licenses etc.**: it has all necessary rights, licenses, permissions, powers and capacity to enter into this Agreement and to perform the obligations hereunder and in so doing, is and shall not be in breach of any obligations or duties owed to any third parties and will not be so as a result of performing its obligations under this Agreement.

20.1.3 **Permitted by Memorandum and Articles of Association**: the Memorandum and Articles of Association permit the Developer to undertake the activities covered by this Agreement.

21. Limitation of Liability

21.1 **No Indirect Loss**: Notwithstanding anything to the contrary herein, neither the Developer nor the Owner shall be liable in any

Calcutta Reality Pvt. Ltd.
Director

SIGNATURE VANIJYA PRIVATE LIMITED
Director

SEAL OF THE ADDITIONAL DISTRICT SUB-REGISTRAR RAJARHAT, NEW TOWN, NORTH 24 PARGANAS

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

16 JAN 2017

circumstances whatsoever to each other for any indirect or consequential loss suffered or incurred.

22. **Miscellaneous**

22.1 **Essence of Contract**: In addition to time, the Owner and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

22.2 **Transaction Documentation**: Imran Karim, Advocate, High Court, Calcutta, who is the legal advisor of the Developer have drawn this Development Agreement and shall draw all further documents pertaining to the future transaction of the Project.

22.3 **Valid Receipt**: The Owner shall pass valid receipts for all amounts paid under this Agreement.

22.4 **No Partnership**: The Owner and the Developer have entered into this Agreement on principal to principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.

22.5 **No Implied Waiver**: Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.

22.6 **Additional Authority**: It is understood that from time to time to facilitate the uninterrupted construction of 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 Owner. Further, various applications and other documents may be required to be made or signed by the Owner relating to which specific provisions may not have been made herein. The Owner hereby undertakes to do all such acts, deeds, matters and things and execute any additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owner also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer **provided that** all such acts, deeds, matters and things do not in any way infringe on the rights of the Owner in terms of this Agreement.

22.7 **Taxation**: The Owner shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep

Calcutta Realty Pvt. Ltd.
Director

SIGNATURE VANIJYA PRIVATE LIMITED
Director

SEAL OF THE ADDITIONAL DISTRICT SUB REGISTRAR RAJARHAT, NEW TOWN, NORTH 24 PARGANAS

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

16 JAN 2017

the Owner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly the Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Owner's Allocation and the Owner shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

22.8 **Name of New Building**: The name of the Project shall be decided by the both Parties only.

22.9 **Charge on the Said Property**: All amounts paid by the Developer to the Owner shall remain a charge on the Said Property to the extent of deposit made only till completion of the Project. Simultaneously with the signing of this Agreement, the Owner shall not create any charge upon the Said Property till final handover of the propose Project.

23. Defaults

23.1 **No Cancellation**: The Owner can not terminate this Agreement or rescind this contract, if any disputes or differences in relation to this Agreement then parties shall be referred to the Arbitral Tribunal.

23.2 **Penalty**: However, if there is any delay in completion of the Project, except due to Force Majeure, the same shall be justified by the Parties or otherwise a penalty shall be imposed, the Developer shall pay Rs. 25,000/- (Rupees twenty five thousand) only per month for the delay period.

24. Force Majeure

24.1 **Circumstances Of Force Majeure**: The Parties shall not be held responsible for any consequences or liabilities under this Agreement if the Parties are prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God, (2) acts of Nature, (3) acts of War, (4) fire, (5) insurrection, (6) terrorist action, (7) civil unrest, (8) riots, (9) strike by material suppliers, workers and employees, (10) delay on account of receiving statutory permissions, (11) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority, (12) any notice, order of injunction, litigation, attachments, etc. and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new

Calcutta Reality Pvt. Ltd.

Director

SIGNATURE VANIJYA PRIVATE LIMITED

Director

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

16 JAN 2017

law, restrictive Governmental laws or regulations and (14) abnormal rise in cost of construction inputs and scarcity/short supply thereof (collectively **Circumstances Of Force Majeure**).

24.2 **No Default**: The Parties shall not be deemed to have defaulted in the performance of their contractual obligations whilst the performance thereof is prevented by Circumstances Of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence and cessation of any event constituting Circumstances Of Force Majeure.

25. **Entire Agreement**

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

26. **Counterpart**

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

27. **Severance**

27.1 **Partial Invalidity**: If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.

Calcutta Reality Pvt. Ltd.

Director

SIGNATURE VANIJYA PRIVATE LIMITED

Director

SEAL OF THE ADDITIONAL DISTRICT SUB REGISTRAR RAJARHAT, NEW TOWN, NORTH 24 PARGANAS

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

16 JAN 2017

28. **Amendment/Modification**

28.1 **Express Documentation**: No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.

29. **Notice**

29.1 **Mode of Service**: Notices under this Agreement shall be served by messenger or registered post/speed post with acknowledgment due at the above mentioned addresses of the Parties, unless the address is changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on the date of delivery, if sent by messenger and (2) on the 4th day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties. The Owner shall address all such notices and other written communications to the Director of the Developer and the Developer shall address all such notices and other written communications to the Owner.

30. **Arbitration**

30.1 **Disputes**: Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**) shall be referred to the Arbitral Tribunal, under the Arbitration and Conciliation Act, 1996, consist of such person as be decided/nominated by both Parties Advocate/s. The place of arbitration shall be Kolkata only and the language of the arbitration shall be English. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

31. **Jurisdiction**

31.1 **High Court and District Court**: In connection with the aforesaid arbitration proceeding, only the High Court at Calcutta and the District Judge, North 24 Parganas shall have jurisdiction to entertain and try all actions and proceedings.

Calcutta Reality Pvt. Ltd.
Director

SIGNATURE VANIJYA PRIVATE LIMITED
Director

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

16 JAN 2017

1st Schedule
(Said Property)

(1) Demarcated land measuring 63 (sixty three) decimal, equivalent to 38 (thirty eight) *cottah* 1 (one) *chittack* and 38 (thirty eight) square feet, more or less, out of 94 (ninety four) decimal, comprised in R.S./L.R. *Dag* No. 917, recorded in L.R. *Khatian* No. 1272, *Mouza* Kalikapur, J.L No. 40, Police Station New town (formerly Rajarhat), Additional District Sub-Registration Office Rajarhat [formerly Bidhannagar (Salt Lake City)], within Patharghata Gram *Panchayat* (PGP), District North 24 Parganas (**First Property**) **And** (2) demarcated land measuring 3.75 (three point seven five) decimal, equivalent to 2 (two) *cottah* 4 (four) *chittack* and 13 (thirteen) square feet, more or less, out of 24 (twenty four) decimal, comprised in R.S./L.R. *Dag* No. 918, recorded in L.R. so*Khatian* No. 1272, *Mouza* Kalikapur, J.L No. 40, Police Station New town (formerly Rajarhat), Additional District Sub-Registration Office Rajarhat [formerly Bidhannagar (Salt Lake City)], within Patharghata Gram *Panchayat* (PGP), District North 24 Parganas (**Second Property**). The First Property and the Second Property **totaling to** land measuring 66.75 (sixty six point seven five) decimal, equivalent to 40 (forty) *cottah* 06 (six) *chittack* and 06 (six) square feet, more or less and butted and bounded as follows:

On The North	:	By Others' land (R.S./L.R. *Dag* Nos. 917, 902).
On The East	:	By R.S./L.R. *Dag* Nos. 902, 918, 919/1240 & Panchayat Road.
On The South	:	By Others' land (R.S./L.R. *Dag* Nos. 917, 91, 919/2140).
On The West	:	By R.S./L.R. *Dag* Nos. 923, 924, 925, 926.

Calcutta Reality Pvt. Ltd.
Director

SIGNATURE VANIJYA PRIVATE LIMITED
Director

SEAL OF THE ADDITIONAL DISTRICT SUB REGISTRAR RAJARHAT, NEW TOWN, NORTH 24 PARGANAS

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

16 JAN 2017

2nd Schedule
(Specifications)

Brick Work	External Walls: 8 inch thick brickwork with cement mortar in proportion (1:6) by using 1st class bricks. Partition Walls: 5 inch thick with cement mortar in proportion (1:4) by using 1st class bricks, providing wire mesh as required for 3 inch wall.
Plaster	Wall Plaster: outside surface 12-18 mm thick (1:6 cement mortar), inside surface 12 mm thick (1:6 cement mortar) Ceiling Plaster - 6 mm thick (1:4 cement mortar) Proper chipping will be made before wall and ceiling plastering.
Floor Of Rooms And Toilets	As per specification of the Developer, vitrified tiles flooring in all the rooms, kitchen, verandah etc. will be provided and marble or anti-skid tiles flooring in all toilets.
Toilet Walls	Upto 6'-6" finished with light coloured ceramic tiles.
Doors	Door frames will be made of good quality wood. Hot pressed flush door will be provided. Hatch bolt/Aldrep/Mortise lock in the door for each room and night latch for the main door of the flat will be provided.
Windows	Fully Aluminium windows with glass fittings and standard handle.
Sanitary Fittings In Toilets	The following will be provided: a) Tap arrangements. b) White/light coloured wash basin made of porcelain (common toilet). c) White/light coloured European type water closet made of porcelain.

Calcutta Reality Pvt. Ltd.
Director

SIGNATURE VANIJYA PRIVATE LIMITED
Director

Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs.
16 JAN 2017

	d) Water pipe line. e) Hot and cold water line (common toilet). f) Provision for installation of geysers (common toilet). g) Provision for installation of exhaust fan (common toilet).
Kitchen	Kitchen will be provided with top cooking platform with one stainless steel sink and drain board and ceramic tiles upto a height of 2' feet above the cooking platform.
Electrical Points And Fittings	Concealed P.V.C. conduits, with good quality copper wire will be provided. Number of points will be decided later. Calling bell point at the main door of the flat will be provided.
Painting And Finishing	Outside face of external walls will be finished with good quality cement paint/exterior walls paint. Internal face of the walls will be finished with good quality putty.

Calcutta Realty Pvt. Ltd.
Director

SIGNATURE VANIJYA PRIVATE LIMITED
Director

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

16 JAN 2017

31. **Execution and Delivery**

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

Calcutta Reality Pvt. Ltd.

Director

(Calcutta Reality Private Limited)

[CIN U29303WB1936PTC008661]
formerly known as **Calcutta Reality Limited**,
which was originally incorporated on
24/06/36 under previous company law as
The Calcutta Electrical Manufacturing Co. Ltd.,
[Owner]

SIGNATURE VANIJYA PRIVATE LIMITED

Director

(Signature Vanijya Private Limited)
[Developer]

Witnesses:

Signature

Name ANAND JHUNJHUNWALA

Father's Name Deoki Nandan Jhunjhunwala

Address 23, Maharshi Devendra Road Kolkata- 700007

Signature

Name Minto Paul

Father's Name Mr. S.C Paul

Address Taghoria Main Road Kolkata - 700157

Ayusman Dey
AYUSMAN DEY
Advocate
Enrolment No. F/945/753/2012

SEAL OF THE ADDITIONAL DISTRICT SUB-REGISTRAR RAJARHAT, NEW TOWN, NORTH 24 PARGANAS

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

16 JAN 2017

Receipt and Memo

Received from the within named Developer the within mentioned sum of **Rs.25,00,000/- (Rupees twenty five lac)** towards part payment of the interest free deposit for development of the Said Property described in the **1st Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
Account Payee Cheque No. 275636	31/08/2016	Axis Bank, Baguiati Branch	5,00,000/-
Account Payee Cheque No. 275640	02/09/2016	Axis Bank, Baguiati Branch	6,00,000/-
RTGS No. UTIBH16336022869	01/12/2016	Axis Bank, Baguiati Branch	14,00,000/-
Total			25,00,000/-

Calcutta Reality Pvt. Ltd.

Director

(Calcutta Reality Private Limited)

[CIN U29303WB1936PTC008661]
formerly known as **Calcutta Reality Limited**,
which was originally incorporated on
24/06/36 under previous company law as
The Calcutta Electrical Manufacturing Co. Ltd.,
[Owner]

Witnesses:

Signature _____ Signature _____

Name Anand Jhunjhunwala. Name Minti Paul

Father's Name Deoki Nandan Jhunjhunwala. Father's Name S.C. Paul

Address 23, Maharshi Devendra Road Kolkata-700007, Address Teghoria Main Road. Kolkata - 700157

Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs.
16 JAN 2017

SPECIMEN FORM TEN FINGER PRINTS

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

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

16 JAN 2017

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

GRN:	19-201617-003842440-1	Payment Mode	Online Payment
GRN Date:	04/01/2017 12:34:35	Bank :	AXIS Bank
BRN :	1735932	BRN Date:	04/01/2017 12:42:30

DEPOSITOR'S DETAILS

Id No. : 15230000012517/1/2017
[Query No./Query Year]

Name : SIGNATURE VANIJYA PVT LTD
Contact No. : Mobile No. : +91 9830202038
E-mail :
Address : T-68,TEGHARIA MAIN ROAD, KOLKATA-700157
Applicant Name : Mr Mintu Paul
Office Name :
Office Address :
Status of Depositor : Buyer/Claimants
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

PAID

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	15230000012517/1/2017	Property Registration- Registration Fees	0030-03-104-001-16	27510
2	15230000012517/1/2017	Property Registration- Stamp duty	0030-02-103-003-02	74921
		Total		102431

In Words : Rupees One Lakh Two Thousand Four Hundred Thirty One only

SEAL OF THE ADDITIONAL DISTRICT SUB REGISTRAR
RAJARHAT, NEW TOWN, NORTH 24 PARGANAS

Major Information of the Deed

Deed No :	**I-1523-00270/2017**	**Date of Registration**	**16/01/2017**
Query No / Year	**1523-0000012517/2017**	**Office where deed is registered**	
Query Date	**04/01/2017 11:57:36 AM**	A.D.S.R. RAJARHAT, District: North 24-Parganas	
Applicant Name, Address & Other Details	Mintu Paul T-68, Tegharia Main Road,Thana : Baguiati, District : North 24-Parganas, WEST BENGAL, PIN - 700157, Mobile No. : 9830202038, Status :Solicitor firm		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 25,00,000/-]	
Set Forth value		Market Value	
Rs. 2/-		Rs. 3,09,00,577/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 75,021/- (Article:48(g))		Rs. 27,510/- (Article:E, E, B)	
Remarks			

Land Details :

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

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-917	LR-1272	Bastu	Shali	63 Dec	1/-	2,91,64,590/-	Property is on Road Adjacent to Metal Road,
L2	LR-918	LR-1272	Bastu	Shali	3.75 Dec	1/-	17,35,987/-	Property is on Road Adjacent to Metal Road,
		TOTAL :			**66.75Dec**	**2 /-**	**309,00,577 /-**	
	Grand Total :				**66.75Dec**	**2 /-**	**309,00,577 /-**	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**Calcutta Reality Private Limited** 6/2, Queens Park, P.O:- Ballygunge, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019 PAN No. AAACT9708M, Status :Organization, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**Signature Vanijya Private Limited** T-68, Tegharia Main Road, P.O:- Hatiara, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700157 PAN No. AAPCS1007F, Status :Organization

THE ADDITIONAL DISTRICT SUB REGISTRAR BANGAON
RAJARHAT, NEW TOWN, NORTH 24 PARGANAS

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	**Name**	**Photo**	**Finger Print**	**Signature**
	Anand Vijay Lohia Son of Late Om Prakash Lohia Date of Execution - 16/01/2017, , Admitted by: Self, Date of Admission: 16/01/2017, Place of Admission of Execution: Office	 Jan 16 2017 3:23PM	 LTI 16/01/2017	16/01/2017
	6/2, Queens Park, P.O:- Ballygunge, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status : Representative, Representative of : Calcutta Reality Private Limited (as DIRECTOR)			
2	**Name**	**Photo**	**Finger Print**	**Signature**
	Shishir Gupta Son of Late Shree Bhagwan Gupta Date of Execution - 16/01/2017, , Admitted by: Self, Date of Admission: 16/01/2017, Place of Admission of Execution: Office	 Jan 16 2017 4:12PM	 LTI 16/01/2017	16/01/2017
	T-68, Teghoria Main Road, P.O:- Hatiara, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700157, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status : Representative, Representative of : Signature Vanijya Private Limited (as DIRECTOR)			
3	**Name**	**Photo**	**Finger Print**	**Signature**
	Sk Nasir Son of Late Sk Rashid Date of Execution - 16/01/2017, , Admitted by: Self, Date of Admission: 16/01/2017, Place of Admission of Execution: Office	 Jan 16 2017 3:52PM	 LTI 16/01/2017	16/01/2017
	T-68, Teghoria Main Road, P.O:- Hatiara, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700157, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, Status : Representative, Representative of : Signature Vanijya Private Limited (as DIRECTOR)			

Identifier Details :

Name & address	
Mintu Paul Son of Subhash Paul T - 68, Teghoria Main Road, P.O:- Hatiara, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700157, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , Identifier Of Anand Vijay Lohia, Shishir Gupta, Sk Nasir	
	16/01/2017

SEAL OF THE ADDITIONAL DISTRICT SUB REGISTRAR RAJARHAT, NEW TOWN, NORTH 24 PARGANAS

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Calcutta Reality Private Limited	Signature Vanijya Private Limited-63 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Calcutta Reality Private Limited	Signature Vanijya Private Limited-3.75 Dec

Land Details as per Land Record

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

Sch No	Plot & Khatian Number	Details Of Land
L1	LR Plot No:- 917(Corresponding RS Plot No:- 917), LR Khatian No:- 1272	Owner:ক্যালকাটা রিয়েলিটি প্রা লি, Gurdian:পক্ষে ডিরেক্টর, Address:6/2 কুইন্স পার্ক কলি - 19, Classification:শালি, Area:0.63000000 Acre,
L2	LR Plot No:- 918(Corresponding RS Plot No:- 918), LR Khatian No:- 1272	Owner:ক্যালকাটা রিয়েলিটি প্রা লি, Gurdian:পক্ষে ডিরেক্টর, Address:6/2 কুইন্স পার্ক কলি - 19, Classification:শালি, Area:0.03000000 Acre,

Endorsement For Deed Number : I - 152300270 / 2017

On 16-01-2017

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

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

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

Presented for registration at 14:07 hrs on 16-01-2017, at the Office of the A.D.S.R. RAJARHAT by Shishir Gupta ,.

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 3,09,00,577/-

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

Execution is admitted on 16-01-2017 by Anand Vijay Lohia, DIRECTOR, Calcutta Reality Private Limited, 6/2, Queens Park, P.O:- Ballygunge, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019

Indetified by Mintu Paul, , , Son of Subhash Paul, T - 68, Teghoria Main Road, P.O: Hatiara, Thana: Baguiati, , North 24 -Parganas, WEST BENGAL, India, PIN - 700157, by caste Hindu, by profession Service

Execution is admitted on 16-01-2017 by Shishir Gupta, DIRECTOR, Signature Vanijya Private Limited, T-68, Tegharia Main Road, P.O:- Hatiara, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700157

Indetified by Mintu Paul, , , Son of Subhash Paul, T - 68, Teghoria Main Road, P.O: Hatiara, Thana: Baguiati, , North 24 -Parganas, WEST BENGAL, India, PIN - 700157, by caste Hindu, by profession Service

Execution is admitted on 16-01-2017 by Sk Nasir, DIRECTOR, Signature Vanijya Private Limited, T-68, Tegharia Main Road, P.O:- Hatiara, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700157

Indetified by Mintu Paul, , , Son of Subhash Paul, T - 68, Teghoria Main Road, P.O: Hatiara, Thana: Baguiati, , North 24 -Parganas, WEST BENGAL, India, PIN - 700157, by caste Hindu, by profession Service

OFFICE OF THE ADDITIONAL DISTRICT SUB REGISTRAR
RAJARHAT, NEW TOWN, NORTH 24 PARGANAS

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 27,510/- (B = Rs 27,489/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 27,510/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/01/2017 12:42PM with Govt. Ref. No: 192016170038424401 on 04-01-2017, Amount Rs: 27,510/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 1735932 on 04-01-2017, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 74,921/-
Description of Stamp
1. Stamp: Type: Impressed, Serial no 3011, Amount: Rs.100/-, Date of Purchase: 12/09/2016, Vendor name: Samrat Bose
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/01/2017 12:42PM with Govt. Ref. No: 192016170038424401 on 04-01-2017, Amount Rs: 74,921/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 1735932 on 04-01-2017, Head of Account 0030-02-103-003-02

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

SEAL OF THE ADDITIONAL DISTRICT SUB REGISTRAR
BARASAT, NORTH 24 PARGANAS

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2017, Page from 10448 to 10483

being No 152300270 for the year 2017.

Digitally signed by DEBASISH DHAR
Date: 2017.01.18 11:34:27 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 18-01-2017 11:34:26

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. RAJARHAT

West Bengal.

(This document is digitally signed.)

SEAL OF THE ADDITIONAL DISTRICT SUB REGISTRAR
RAJARHAT, NEW TOWN, NORTH 24 PARGANAS