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D-3728/2014



পশ্চিমবঙ্গ পশ্চিমবঙ্গ WEST BENGAL

6 245527

Q- 7252/14

Certified that the document is admitted to
 registrar's office and the same is
 the endorsement of the registrar and
 this document is admitted to the registrar's office.

[Signature]
 Registrar
 District Registrar's Office
 24, Esplanade, Kolkata

19 JUN 2014

**AGREEMENT FOR CONSTRUCTION OF
 MULTI-STORIED BUILDING**

THIS AGREEMENT made this the 17th day of June, Two Thousand
 Fourteen

BETWEEN

..2..

NORTH DUM DUM MUNICIPALITY, Birati, P.S. Nimta, Kolkata - 700051, District: North 24-Parganas, represented by its Chairman **SRI SUNIL CHAKRABORTY**, son of Late Benod Chakraborty, by faith Hindu, by occupation service, by Nationality Indian, residing at 3, Mahajati Nagar, Sree Pally, Birati, P.S. Airport, Kolkata - 700051, District: North 24-Parganas, 'OWNER' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its nominee or nominees, successors-in-office and assigns) of the **FIRST PART**.

A N D

M/S. SHREE GANESHAYA INFRA PROJECTS LIMITED, a Private limited company having its office and place of business at 31, Shakespeare Sarani, Room No. 613, Jasmine Tower, 6th floor, Kolkata - 700017, hereinafter called the '**PROMOTER/DEVELOPER**' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its nominee or nominees, successors-in-office and assigns) of the **SECOND PART**.

WHEREAS the North Dum Dum Municipality, the party of the first part herein is the sole and absolute owner in respect of all that the plot of land measuring about 30 Cottahs 15 Chittacks and 20 Sq.ft. be the same or a little more or less, lying and situates and comprised in Dag No 85, Khatian No. 51, J.L. No. 11, Mouza - Jangalpur within the local limits of the North Dum Dum Municipality which is known and numbered as 150, Rajbari Road (Jangalpur), P.S. Airport in the District of North 24 Parganas, which is more fully and particularly described in the Schedule - "I" written herein is absolutely and exclusively seized and possessed of and otherwise well and sufficiently entitled thereto.

AND WHEREAS the owner has decided to develop the said property by way of constructing a residential-cum-commercial complex at and upon the said property as per and in accordance with the building plan to be sanctioned by itself after carrying out all necessary formalities to connected with and consent to such proposed development works.

AND WHEREAS upon such on of the owner herein coming into the knowledge of the **M/S. KALINDEE NIRMAN PRIVATE LIMITED** had approached the said owner along with its, offer of development and constructing of the said proposed residential-cum-commercial complex at and upon the said property as per the building plan to be sanctioned by the said North Dum Dum Municipality, the owner herein.

AND WHEREAS the owner had eventually accepted such proposal made by the **M/S. KALINDEE NIRMAN PRIVATE LIMITED** herein and had agreed, subject to the terms and conditions as contained under the agreement dated 17th February 2007 made, executed and entered into by and between the owner herein and the party, to permit and/or allow the said **M/S. KALINDEE NIRMAN PRIVATE LIMITED** to enter into the said property and develop the same by constructing and/or erecting residential-cum-commercial complex thereon after obtaining all necessary permissions and sanctions from the appropriate authorities.

AND WHEREAS subsequently, **M/S. KALINDEE NIRMAN PRIVATE LIMITED** herein failed and neglected to abide by and comply with the terms and conditions as were agreed by and between itself and said owner and recorded under the said agreement dated 17th February, 2007 and had failed to discharge and obligations as had been agreed to be discharged by it under the said agreement and as a result whereof, the owner has decided to repudiate, cancel and revoke the said agreement dated 17th February, 2007 and thereby cancel and rescind the said authority or permission earlier granted and given to the said **M/S. KALINDEE NIRMAN PRIVATE LIMITED** to enter into and develop the said property according to the terms as contained under the said agreement and the **M/S. KALINDEE NIRMAN PRIVATE LIMITED** has also agreed and concurred to such cancellation of the said agreement dated 17th February 2007 entered into by and between the owner herein and the said **M/S. KALINDEE NIRMAN PRIVATE LIMITED** does hereby confirm that the said agreement made and/or executed on 17th February 2007

between the owner and **M/S. KALINDEE NIRMAN PRIVATE LIMITED** herein is no more subsisting, shall be deemed to have ceased to have any existence in any manner and to all effects whatsoever and any of the terms and conditions as contained under the same shall be deemed to have ceased to have any building or other effect on or upon anybody or any person, whether a party under the said agreement or otherwise and does hereby further discharge and release the owner herein from performance of any of the duties and/or obligations as contained under the said agreement or any part thereof.

AND WHEREAS upon the approaches made by the said owner to the developer herein for the purpose of development of the said property as more fully mentioned and described in the schedule "I" written herein below, the developer has agreed to develop the said property by constructing a residential-cum-commercial complex on and over the same in the manner and under the terms and conditions and for the consideration as agreed try and between the parties herein and enumerated and recorded these presents.

AND WHEREAS the owner was entered into an agreement with the **M/S. SKYZOOM COMPLEX PRIVATE LIMITED** on 18.06.2008 where the **M/S KALINDEE NIRMAN PRIVATE LIMITED** was a confirming party and in revocation of the said earlier agreement dt. 18.6.2008 and Now by the strength of an order dated 25th November, 2010 passed by the Hon'ble High Court at Calcutta in Company application No. 878 of 2010 connected with company petition No. 116 of 2009 connected with company application No. 286 of 2009 under section 391(2) and 394 of companies Act. 1956 the company namely **M/S SKYZOOM COMPLEX PRIVATE LIMITED** together with various other companies stood amalgamated with **M/S SHREE GANESHAYA INFRA PROJECTS LIMITED** with effect from 1st April 2008, one Development agreement dated 18th June, 2008 was executed by **NDDM** with **M/S SKYZOOM COMPLEX PRIVATE LIMITED** but due to amalgamation by the order of the Hon'ble High Court Calcutta it is necessary to the parties to enter this agreement with the same considerations as made earlier dated 18.06.2008.

AND WHEREAS the owner and developer have agreed to execute the present agreement for the purpose of recording such terms and conditions as made earlier dated 18.06.2008.

AND NOW THIS AGREEMENT WITNESSETH IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HEREIN as follows :

1. The owner expressed its desire to develop the said property by erecting and constructing a residential-cum-commercial complex on and upon the same and the Developer/promoter approached the owner with its quoted proposal for such development of the said property which was accepted by the said owner upon being fully satisfied with the marketability and viability thereof and in pursuance of such acceptance on the part of the owner of the offer rendered by the developer/promoter herein, the owner agreed to appoint and/or engage the developer/promoter for the purpose of carrying out of the construction works in respect of the proposed residential-cum-commercial complex on and upon the said property for the consideration of a sum of Rs. 5,00,000.00 (Rupees Five Lakh) only as and towards adjustable interest free security deposit and upon the parties herein agreeing to perform the covenants as more fully contained under these presents.
2. The owner hereby declares the said property is free from all encumbrances of any manner whatsoever and is not the subject of any acquisition or requisition by the Government or other authorities and that the said property is not the subject matter of any pending matter, case or proceeding before any court of law anywhere in the territory of India and that the title of the said property has a good and sound marketability and the owner hereby unequivocally binds itself to indemnify the developer or any transferee or transferees of the developers allocation described herein below and/or keep them indemnified against any losses or expenses or prejudices or injuries suffered by them due to and owing to and attributable to any defect in the title of the said property. The owner shall correct or rectify at their own cost if any question arise regarding the title of the property.

3. The Developer/Promoter has agreed to construct, for and on behalf of the owners, the proposed residential-cum- commercial complex at and over the said property as per and in accordance with the building plan prepared and submitted by the Developer and approved and sanctioned by the competent authority of the North Dum Dum Municipality, Birati, West Bengal on the condition that the Developers/Promoters shall be entitled to dispose of and/or transfer the residential-cum-commercial complex erected and constructed on and over the undivided proportionate 65% of the said plot of land comprised in the said property lying and situates at the comprised in Dag No. 85, Khatian No. 51, J.L. No. 11, Mouza - Jangalpur, within the local limits of North Dum Dum Municipality which is known and numbered as 150, Rajbari Road (Jangalpur), Ward No. 16, P.S. Airport, in the district of North 24 Parganas, hereinafter referred to as the "Developers" allocation which is more fully and particularly described in the schedule - II(B) by way of lease to various intending transferee(s) for a period of 99 years with an option to renew the same for a further period of 99 years. The said developer allocation of 65% shall be exclusive area being demarcated having separate way of ingress and egress and/or access with separate lift and staircase. However, it is hereby recorded that the said transferee or transferees in whose favour the said developers allocation or part thereof shall be transferred, shall be entitled to all the facilities and/or amenities as may be made arrangement of in the owners allocation.
4. The owner shall, at the request of the developer make and/or execute necessary deed of lease and get the same registered in favour of the intending transferee or transferees at their costs.
5. The owners allocation of the said proposed residential-cum-commercial complex shall consist of the complex erected and constructed on and upon the proportionate 35% of the said plot of land lying and situated

- at the said property i.e. comprised in Dag No. 85, Khatian No. 51, J.L. No. 11, Mouza – Jangalpur within the local limits of North Dum Dum Municipality which is known and numbered as **150, Rajbari Road (Jangalpur)**, Ward No. 16, P.S. Airport, in the district of North 24 Parganas hereinafter referred to as the “owners” allocation which is more fully and particularly described in the schedule – II(B) to be used solely for residential purpose and shall be an exclusive and demarcated area having separate way of ingress and egress and/or access with separate lift and staircase. However, the transferee or transferees of the said owners allocation or any portion thereof shall be entitled to all the facilities and amenities comprised and contained in the said developers allocation as may be necessary for effective use, occupation and enjoyment of their respective flat or flats in the said owners allocation.
6. The Developer shall be entitled to transfer 65% of the demarcated portion of the land together with structures to be constructed thereon by way of lease for a period of 99 years in favour of the intending transferee or transferee(s) with an option of renewal of such lease for a further period of 99 years. The owner shall at the request of the developer make and/or execute such lease deed in favour of the said intending transferee or transferees at their costs. However, the owner shall execute such lease deed in favour of the intending transferee or transferees at the request of the developer provided the owners allocation as mentioned in these presents shall be completed as per the specification mentioned herein below and in terms of the sanctioned building plan and provided the same is handed over and the possession thereof being delivered in complete condition to the owner or to its nominee or nominees. The owner shall upon being handed over the possession of the said owners allocation by the developer, remit and/or refund the sum of **Rs. 5,00,000.00 (Rupees Five Lakh)** only received by it at the time of execution of this agreement as and by way of refundable interest free security deposit to the developer without any default.

7. The developer will draw and prepare or cause to be drawn up and prepared necessary building plan and obtain and get the same sanctioned and approved by the competent authority of the North Dum Dum Municipality, preferably within a period of 6 months from the date of agreement. The developer/promoter, after getting the said plan sanctioned, will start and commence the construction works of the said proposed residential-cum-commercial complex at and upon the said property at their own costs and resources to be mobilized by it as soon as possible.
8. The Developers/promoters confirms that the construction of the said residential-cum-commercial complex shall be as per the plans, specification as per **SCHEDULE – III** and preferably within the time stipulated in **SCHEDULE – IV** i.e. 24 months, with effect from obtaining necessary sanctioned building plan from the North Dum Dum Municipality. However, such period for completion of the said construction may be extended for such further period as may mutually be agreed by and between the parties herein from time to time.
9. The Developer/Promoter will make the construction of the Residential-cum-commercial complex in strict compliance of and as per specifications of the sanctioned plan without making any deviation in any way whatsoever.
10. The Developer/Promoter shall be at liberty to and shall have the Right to engage Architect, Engineers, Laborers, Electricians, plumbers and other working hands and pay remunerations to them accordingly and the owner shall not be held Fabio for the same in any manner whatsoever.
11. After completion of the construction the Developer/Promoter shall hand over the entire portion of the owners allocation to the owner complete in all respect being furnished with all such necessary fittings and fixtures as may mutually be agreed and decided by and between the parties herein.

12. That the Developer/Promoter shall be entitled to enter into any agreement with the prospective intending transferee or transferees for transferring the developers allocation or any portion thereof and shall also be entitled to receive consideration, in advance or otherwise, in full or part thereof, with regard to the same.
13. The Developer/Promoter shall pay to the municipality usual and necessary fees for obtaining the sanctioned building plan for development of 65% of the said plot of land of the said property only.
14. The owner shall be entitled to collect rent from the transferee or transferees for the leasehold interest granted in their favour by the Developer/Promoter at the rate of Re.1.00 (Rupee one) per Sq.ft. per annum payable each year for 99 years. However, the owner shall be entitled to take lease rental at such rate as would be mutually agreed by the owner and the intending transferee or transferees (lessee) for the extended period of additional 99 years beyond the said 99 years for which the lease is agreed to be granted under these presents.
15. The Developer/Promoter shall be entitled to enter into agreements with the prospective transferee or transferees and receive advances from them for granting such lease in favour of them and the Developer/Promoter shall also be entitled to receive consideration/lease premium and the owner shall have no claim in respect thereof.
16. The Developer/Promoter shall incur all expenses for carrying out construction of the proposed complex and the owner shall not be responsible for bearing any expenses for construction of the same.
17. If for any acts and negligence on the part of the owner of work of construction is delayed or deferred beyond the period as stipulated herein in that event, the time period for completion of construction and handing over the possession of the owners allocation to the owner by the developer will be extended for such period as will be mutually agreed by and between the developer and the owner.

18. The owner shall not be entitled to impose any other terms and conditions on the transferees of the Developers allocation or any portion thereof besides the Owners allocation.
19. The owner shall always be bound to co-operate with and assist the Developer/Promoter in every manner whatsoever so that Developer/Promoter can complete construction within the time.
20. The term and conditions, which are not mentioned herein and incorporated herein, will be regulated and guided by the relevant law of the land without prejudice to the rights of the owner and the Developer/Promoter.
21. In the event of a dispute arising between the parties as regards the terms and conditions of this agreement, the same shall be settled amicably.
22. The right of the roof of the owner shall vest with the owner and similarly Promoters share of the roof shall be of the promoters, in other words the roof right is necessary to be proportionate for the facilities and marketability of the Developers and owners allocation.
23. The intending transferee or transferees shall not use the unit and/or portion obtained by him or them for any purpose other than the purpose for which it is allowed by the local and other authorities nor use the same for any purpose, which may or is likely to cause hindrance, nuisance or annoyance to the occupiers of the neighboring unit and/or portion nor for any illegal or immoral purposes, In no case the intending transferee or transferees can use the said unit or portion for any activity listed in the Schedule— v annexed hereto.
24. The Developer shall complete this building within 24 month from the date of subject to force majeure such as flood, riot, earthquake, injunction from any court of Law, labour unrest, or any other factor which is not the under control of the developer.

SCHEDULE 'A' REFERRED TO ABOVE
(Description of the said property)

ALL THAT piece and parcel of land measuring about 30 Cottahs 15 Chittacks 20 Sq.ft. more or less along with 500 sq.ft. R.T. Shed standing thereon be the same a little more or less lying and situated at Dag No. 85, Khatian No. 51, J.L. No. 11, at Mouza – Jangalpur, P.S. Airport, within the municipal limits of North Dum Dum Municipality, Holding No. 150, Rajbari Road (Jangalpur), Ward No. 16, District : North 24-Parganas, Additional District Sub-Registry office Bidhannagar Salt Lake City which is butted and bounded as follows :

ON THE NORTH : Service Road & Belghoria Express Way.

ON THE SOUTH : R.S. Dag No. 85 & 93.

ON THE EAST : 13' feet wide Municipal Road.

ON THE WEST : R.S. Dag No. 39 & 41.

The said property and is shown in the plan annexed hereto in RED colour.

SCHEDULE – II
'A'

(Description of allocation/entitlement of the Owner)

ALL THAT piece and parcel of the building to be constructed as per specification mentioned in Schedule – III mentioned herein below and as per the plan to be sanctioned by the North Dum Dum Municipality over and upon the 35% of share of the said property having separate way of ingress and egress and or access with separate lift and staircase.

SCHEDULE – II
'B'

(Description of allocation/entitlement of Developers/Promoters)

ALL THAT piece and parcel of the building to be constructed as per specification mentioned in Schedule – III mentioned herein below and as per the plan to be sanctioned by the North Dum Dum Municipality over and upon the 65% of share of the said property having separate way of ingress and egress and or access with separate lift and staircase.

SCHEDULE – III SPECIFICATION

1. The building will be commercial in ground floor excluding car parking area, if required as per rule & First floor Residential in the remaining four floors.
2. Internal wall will be finished with plaster of paris with one coat of primer.
3. Floor will be finished with 1st class Mosaic Tiles/Ceramic.
4. Windows will be steel window with 3mm pin headed glass.
5. Door will be paneled of 35 mm thick finished with primer.
6. Electrical points will be as per approved plan.

SCHEDULE – IV

(Description of time Schedule for completion of Work)

1. For Owners portion – by 24 months from the date of obtaining necessary sanction plan from the North Dum Dum Municipality.
2. Final registration will be made after issuance of completion /part Completion Certificate.

SCHEDULE – IV

(The list of commercial Activities not allowed to be exercised by the said unit)

- A) BAR
- B) WORKSHOP
- C) MEAT SHOP & SWEET MANUFACTURING
- D) BAKERY
- E) HOSPITAL & NURSING HOME
- F) RETAIL OUTLET OF KEROSENE
- G) GODOWN OF INFLAMMABLE MATERIALS

IN WITNESS WHEREOF the hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED SEALED AND DELIVERED

In the presence of :

1. Amal Chugh
13, Udaypur Road
P.O. Nimta
Kolkata - 700049
Councillor
North Dum Dum Municipality

Sunil Chatterjee

700000
North Dum Dum Municipality

SIGNATURE OF THE OWNER

2. Keshab Kar
51-NOBONAGAR
P.O. BEKATI
KAL- 700051

anree Ganeshava Intraprojects Ltd.

Jay Singh

SIGNATURE OF DEVELOPER ^{Director}

R E C E I P T

RECEIVED a sum of Rs.5,00,000.00 (Rupees Five lakhs) only from the Promoter/ Developer herein which will be adjustable as per memo below :

MEMO OF CONSIDERATION

A/c Payee Cheque No.	Date	Name of the Bank	Amount
Total			Rs.5,00,000.00

(Rupees Five lakhs) only

WITNESSES ;

1) *Anuraj Chakrabarty*
Councillor
North Dum Dum Municipality

2) *Keshab Kumar*
Councillor
North Dum Dum Municipality

Sunil Chakrabarty

Chairman
North Dum Dum Municipality


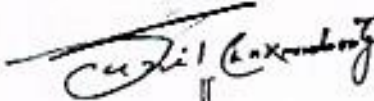





















SIGNATURE OF THE OWNER

Prepared by :

P.K. Bandopadhyay
Advocate

High Court, Calcutta.

PAGE NO. —
SPECIMEN FORM FOR TEN FINGERPRINTS

SL. No.	Signature of the Executants/ Presentants						
	  SUNIL CHHABRA	Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
							
		Thumb	Fore	Middle	Ring	Little	
(Right Hand)							
							
	 AJAY SINGH	Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
							
		Thumb	Fore	Middle	Ring	Little	
(Right Hand)							
							
		Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
		Thumb	Fore	Middle	Ring	Little	
(Right Hand)							



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

Endorsement For Deed Number : I - 03728 of 2014
(Serial No. 03232 of 2014 and Query No. 1502L000007252 of 2014)

On 17/06/2014

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

Presented for registration at 16.36 hrs on :17/06/2014, at the Private residence by Sunil Chakraborty
,Executant

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

Execution is admitted on 17/06/2014 by

1. Sunil Chakraborty
Chairman, North Dum Dum Municipality, Birati, Thana:-Nimta, District:-North 24-Parganas, WEST BENGAL, India, .
, By Profession : Business
 2. Ajay Singh
Director, Shree Ganeshaya Infra Projects Limited, 31, Shakespeare Sarani, District:-North 24-Parganas, WEST BENGAL, India, .
, By Profession : Business
- Identified By Amal Ghosh Roy, son of Lt Biraj Mohan Ghosh Roy, 13, Udaypur, Thana:-Nimta, P.O. :-Nimta, District:-North 24-Parganas, WEST BENGAL, India, , By Caste: Hindu, By Profession: Others.

(Sushil Kumar Roy)
DISTRICT SUB-REGISTRAR-II

On 18/06/2014

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.-9,05,37,271/-

Certified that the required stamp duty of this document is Rs.- 75011 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

(Sushil Kumar Roy)
DISTRICT SUB-REGISTRAR-II

On 19/06/2014

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 4, 5(f), 53 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs. 10/-



(Sushil Kumar Roy)
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 - 03728 of 2014
(Serial No. 03232 of 2014 and Query No. 1502L000007252 of 2014)

Payment of Fees:

Amount By Cash

Rs. 5535.00/-, on 19/06/2014

(Under Article : B = 5489/- ,E = 14/- ,H = 28/- ,M(b) = 4/- on 19/06/2014)

Deficit stamp duty

Deficit stamp duty

1. Rs. 35000/- is paid , by the draft number 645567, Draft Date 18/06/2014, Bank : State Bank of India, ESPLANADE, received on 19/06/2014
2. Rs. 35020/- is paid , by the draft number 645568, Draft Date 18/06/2014, Bank : State Bank of India, ESPLANADE, received on 19/06/2014

(Sushil Kumar Roy)
DISTRICT SUB-REGISTRAR-II



(Sushil Kumar Roy)
DISTRICT SUB-REGISTRAR-II

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 8
Page from 5704 to 5722
being No 03728 for the year 2014.



(Sushil Kumar Roy) 19-June-2014
DISTRICT SUB-REGISTRAR-II
Office of the D.S.R. - II NORTH 24-PARGANAS
West Bengal