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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AA 267422

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

Subdivisional Officer, West Bengal
 Registrar, New Town, North 24 Parganas

28 SEP 2018

DEVELOPMENT AGREEMENT AND POWER OF ATTORNEY

THIS DEVELOPMENT AGREEMENT made on this 24TH day of September, Two Thousand Eighteen(2018) **BETWEEN** (1) **SOMA SARKAR** (PAN No. BMRPS5427B) daughter of Late Gopal Chandra Sarkar, residing at 14/4, Chandidas Avenue, Durgapur - 5, District - Burdwan, Pin : 713205, by religion Hindu, by Nationality Indian, by Occupation Service (2) **NOWAZ IMIAZ HAIDER** (PAN No. AEFPH2634L) son of Sk. Haider Nowaz, residing at Village - Gopalnagar, Raghunathgunje, District - Murshidabad, by religion Islam, by

Nationality Indian, by Occupation Business, (3) **QUAZI TAHERUZZAMAN** (PAN No. **ADHPT6306d** son of Late Quazi Halimuzzaman, residing at Khagragarh, P.O. - Rajbati, P.S. - Burdwan Sadar, District - Burdwan, Pin : 713104, by religion Islam, Nationality Indian, by Occupation Teacher, (4) **DR. ARJUN KUMAR DE** (PAN No. AOZPD9826Q) son of Late Jogesh Chandra De, residing at Vill & P.O. - West Noubadi, Amtali, Agartala P.S. - Bodh Jungnagar, District - West Tripura, Pin : 799008, by religion Hindu, Nationality Indian, by Occupation Assistant Professor, (5) **NURUDDIN MALLICK** (PAN No. ANUPM0775H) son of Rahul Amin Mallick, residing at Village Rasulpur, P.O. - Puinan, P.S. - Dadpur, Pin : 712305, District - Hooghly, by religion Islam, by Nationality Indian, by Occupation Business, (6) **PARVIN SULTANA** (PAN No. HBUPS6751J) wife of Abadur Rahman, residing at Vill. Jampur, P.O. - Puinan, P.S. - Dadpur, Pin : 712305, District - Hooghly, by religion Islam, by Nationality Indian, by Occupation Housewife, (7) **RUKSANA KHATUN** (PAN No. DBJPK4992L) wife of Sk. Harun Mondal, residing at Village - Kantul, P.O. - Puinan, P.S. - Dadpur, Pin : 712305, District - Hooghly, by religion Islam, by Nationality Indian, by Occupation Housewife, (8) **RAMJAN ALI SARKAR** (PAN No. BBLPS8297N) son of Late Abdul Malek Sarkar, residing at Vill. Jampur, P.O. - Puinan, P.S. - Dadpur, Pin : 712305, District - Hooghly, by religion Islam, by Nationality Indian, by Occupation Business and (9) **SK. HARUN MONDAL** (PAN No. CEGPM9182P) son of Late Abdur Rashid Mondal, residing at Vill. Kantul, P.O. - Puinan, P.S. - Dadpur, Pin : 712305, District - Hooghly, by religion Islam, by Nationality Indian, by Occupation Business, hereinafter collectively referred to as the **OWNERS** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, representatives and assigns) of the **ONE PART:**

AND

NAOLIN REALCON PVT. LTD (Pan No. AAFCN0116N) a company incorporated within the meaning of the Companies Act, 1956, having its registered office at

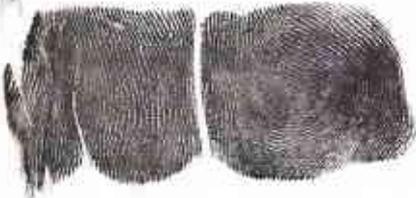
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Sk. Harun Mondal



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Nuruddin Mallik



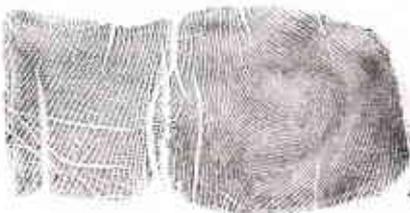
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Ranjana Ali Sarkar



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Azjan Kumar D



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Nawaz Imtiaz Haider



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Merlin Matrix, Unit No. 203, DN-10, Sector-V, 2nd Floor, P.O. Sech Bhavan, P.S. - Electronic Complex, Kolkata - 700091, West Bengal, represented by its Director **SRI DEBASHIS ROY** (PAN No. AOPPR3859H) son of Late Sunil Kumar Roy, residing at Vill - Panapukur, P.O. - Bhangar, P.S. - Kashipur, Dist - South 24 Parganas, Pin: 743502, West Bengal, by Religion Hindu, by Nationality Indian, by occupation Business, hereinafter referred to as the **"DEVELOPER"** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors, successor-in-office administrators, representatives and assigns) of the **OTHER PART**,

WHEREAS :-

- A. Soma Sarkar, the Owner No. 1 and 7 others, vide Deed of Conveyance dated 25.08.2014, duly registered at Additional District Sub-Registration Office Rajarhat (New Town) recorded in Book No. 1, CD Volume No.15, Pages from 5357 to 5388, Being No. 09530 for the year 2014 had purchased a land measuring an area 10 Decimals out of 18 Decimals, comprised in R.S./L.R. Dag No. 3187 under L.R. Khatian No. 2677 & 2678 from Sirazul Molla and 16 others of Mouza - Patharghata, J.L. No. 36, R.S. No. 225, Touzi No. 173 at present 10 and mutated his name Soma Sarkar with the records of B.L & L R O, land measuring an area of 0.6250 Decimals out of 10 Decimals arising out of 18 Decimals comprised in R.S./L.R. Dag No. 3187 under L.R. Khatian No. 5901.
- B. Nowaz Intiaz Haider, the Owner No. 2 herein and 7 others, vide Deed of Conveyance dated 21.04.2014, duly registered at Additional District Sub-Registration Office Rajarhat (New Town) recorded in Book No. 1, CD Volume No.7, Pages from 6375 to 6393, Being No. 04431 for the year 2014 had purchased a land measuring an area 11 Decimals out of 11 Decimals, comprised in R.S./L.R. Dag No. 3192 under R.S. Khatian No. 1918, L.R. Khatian No. 2760 from Abdul Jabbar Molla of Mouza -

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Sana Sarkar, ~~6784~~

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Juari Taherzaman

Sk. Jasimuddin Mandal
s/o. Sk. Bahar Ali Mandal
K/38/406, Shukhobrishti
AA-III, Newtown,
Kolkata-700135



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- Patharghata, J.L. No. 36, R.S. No. 225, Touzi No. 173 at present 10 and mutated his name Nowaz Intiaz Haider with the records of B.L. & L.R.O, land measuring an area of 1.5715 Decimals out of 11 Decimals comprised in R.S. /L.R. Dag No. 3192 under L.R. Khatian No. 5803.
- C. Nowaz Intiaz Haider, the Owner No. 2 herein and 15 others, vide Deed of Conveyance dated 07.08.2013, duly registered at Additional District Sub-Registration Office Rajarhat (New Town) recorded in Book No. 1, CD Volume No.14, Pages from 8458 to 8499, Being No. 09717 for the year 2013 had purchased a land measuring an area 20 Decimals out of 41 Decimals, comprised in R.S. /L.R. Dag No. 151 under L.R./K.B. Khatian No. 367, 431, 651, 779 & 648 from Nirmal Chandra Biswas and 21 Others of Mouza - Chapna, J.L. No. 35, R.S. No. 162, Touzi No. at present 10 and mutated his name Nowaz Intiaz Haider with the records of B.L. & L.R.O, land measuring an area of 01.25 Decimals out of 20 Decimals arising out of 41 Decimals comprised in R.S. /L.R. Dag No. 151 under L.R. Khatian No. 1026.
- D. Quazi Taheruzzaman, the Owner No. 3 herein and 15 others, vide Deed of Conveyance dated 07.08.2013, duly registered at Additional District Sub-Registration Office Rajarhat (New Town) recorded in Book No. 1, CD Volume No.14, Pages from 8458 to 8499, Being No. 09717 for the year 2013 had purchased a land measuring an area 20 Decimals out of 41 Decimals, comprised in R.S. /L.R. Dag No. 151 under L.R./K.B. Khatian No. 367, 431, 651, 779 & 648 from Nirmal Chandra Biswas and 21 Others of Mouza - Chapna, J.L. No. 35, R.S. No. 162, Touzi No. at present 10 and mutated his name Quazi Taheruzzaman with the records of B.L. & L.R.O, land measuring an area of 01.25 Decimals out of 20 Decimals arising out of 41 Decimals comprised in R.S. /L.R. Dag No. 151 under L.R. Khatian No. 1030.
- E. Dr. Arjun Kumar De, the Owner No. 4 herein and 15 others, vide Deed of Conveyance dated 07.08.2013, duly registered at Additional District Sub-



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~~Rabouin~~
RABOUIN REALCON PVT. LTD.

Director

Identified by me
Manish Rai s/o Kamalath Rai
DN-10 Mevli Mahis
R.No - 203, 2nd floor
Salt Lake Sector-V



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Registration Office Rajarhat (New Town) recorded in Book No. 1, CD Volume No.14, Pages from 8458 to 8499, Being No. 09717 for the year 2013 had purchased a land measuring an area 20 Decimals out of 41 Decimals, comprised in R.S. /L.R. Dag No. 151 under L.R./K.B. Khatian No. 367, 431, 651, 779 & 648 from Nirmal Chandra Biswas and 21 Others of Mouza Chapna, J.L. No. 35, R.S. No. 162, Touzi No. at present 10 and mutated his name Arjun Kumar De with the records of B.L. & L.R.O, land measuring an area of 01.25 Decimals out of 20 Decimals arising out of 41 Decimals comprised in R.S. /L.R. Dag No 151 under L.R. Khatian No. 1019.

- F. Nuruddin Mallick, Parvin Sultana, Ruksana Khatun, Ramjan Ali Sarkar and Sk. Harun Mondal, the Owner Nos. 5 to 9 herein and 3 others, vide Deed of Conveyance dated 30.12.2016, duly registered at Additional District Sub Registration Office Rajarhat, New Town, recorded in Book No. 1, Volume No.1523-2017, Pages from 1501 to 1549, Being No. 152312836 for the year 2016 had purchased a land measuring an area 09.76 Decimals out of 78 Decimals, comprised in R.S. /L.R. Dag No. 3196 under L.R. Khatian No. 2743, 2747 & 5206 from Ajuda Bibi and 7 others, of Mouza - Patharghata, J.L. No. 35, R.S. No. 225, Touzi No. 173 at present 10 and mutated their names Nuruddin Mallick, Parvin Sultana, Ruksana Khatun, Ramjan Ali Sarkar and Sk. Harun Mondal, with the records of B.L. & L.R.O, land measuring an area of 06.10 Decimals out of 09.76 Decimals arising out of 78 Decimals comprised in R.S. /L.R. Dag No. 3196 under L.R. Khatian No. 6362, 6355, 6361, 6357 and 6356.

- G. Thus the said (1) Soma Sarkar, (2) Nowaz Intiaz Haider, (3) Quazi Taheruzzaman, (4) Dr. Arjun Kumar De, (5) Nuruddin Mallick, (6) Parvin Sultana, (7) Ruksana Khatun, (8) Ramjan Ali Sarkar and (9) Sk Harun Mondal, the Owners herein are absolutely seized and possessed of the said piece or parcel of land measuring an area 8.2965 Decimals



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comprised in R.S./L.R. Dag No. 3187, 3192 & 3196, under L.R. Khatian Nos. 5901, 5803, 6362, 6355, 6361, 6357 & 6356 of Mouza Patharghata, J.L. No. 36, R.S. No. 225, Touzi No. 173 at present 10, AND land measuring an area of 03.75 Decimals out of 41 Decimals, comprised in R.S./L.R. Dag No. 151 under L.R. Khatian No. 1026, 1030 & 1019 of Mouza - Chapna, J.L. No. 35, R.S. No. 162, Touzi No. at present 10, both within the jurisdiction of Patharghata Gram Panchayet, Additional District Sub-Registration Office at Rajarhat, New Town under New Town Police Station in the district of North 24-Parganas fully described in the First Schedule hereunder written (hereinafter referred to as the said property) free from all encumbrances and liabilities whatsoever.

- H. The Developer is engaged in the business of undertaking development of real estate in and around the city of Kolkata and other places and have acquired considerable skill and expertise and have professional team at their command for the purpose of carrying out development of real estate and construction of buildings and other structures, both the residential and commercial
- I. The Developer has full right, power and authority to enter into this agreement and appropriate Resolutions and Authorizations to that effect has been passed and exist and there is no legal bar or impediment regarding the same.
- J. The Owners being desirous of developing the Said Property and collectively approached the Developer to develop the said property, the owners have collectively agreed to grant the exclusive right of development of the said property and construction of the new buildings thereat unto and in favour of the Developer herein, which the Developer has agreed to undertake for mutual benefit and for the consideration and on the terms and conditions hereinafter contained.
- J. The Parties have mutually agreed and framed a Scheme for development of the Said Property and accordingly the Developer shall



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at its own costs and expenses take the development ahead.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this agreement and other good and valuable consideration, the receipt and adequacy of which are hereby mutually acknowledged, the parties with the intent to be legally bound in this agreement witnesseth and it is hereby agreed by and between the parties as follows:

1. **DEFINITIONS:**

Unless in this agreement there be something contrary or repugnant to the subject or context, the following words shall have the following meanings: -

- (i) **DEVELOPMENT AGREEMENT** shall mean this agreement between the Owners and the Developer for development of the said Property and construction of a New Residential complex having commercial space to the extent as will be permissible in a residential complex thereat.
- (ii) **SAID PROPERTY** - shall mean all that the piece and parcel of land more fully described in the **FIRST SCHEDULE** hereto and delineated in the map as attached to this agreement i.e. land survey report hereto annexed thereon and duly bordered in RED
- (iii) **ARCHITECT** - shall mean such architect as appointed by the Developer and all costs, charges and expenses payable to them for their work shall be paid by the Developer..
- (iv) **ASSOCIATION** - shall mean any company incorporated under the Companies Act, 2013 or any Association or any Syndicate or a Committee or registered Society as may be formed by the transferees at the instance



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of the developer for the Common Purposes under the applicable law(s) having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained and/or with the relevant law(s).

- (v) **"NEW BUILDING"** shall mean residential multi storied building along with permissible commercial space to be constructed by the developer at the said property.
- (vi) **"PROJECT"** shall mean the said property with the new building thereon including the Units, Parking spaces and the Common Areas and Installations thereat.
- (vii) **"UNITS"** shall mean the residential flats servant quarters, Commercial Spaces and other built up spaces in the new buildings capable of being independently held and enjoyed by a person.
- (viii) **PARKING SPACE** - shall mean all the vehicle parking spaces in the portions of the Complex, whether open or covered, expressed or intended to be reserved for parking of motor cars/scooters/other vehicles, as the case may be.
- (ix) **COMMON AREAS, FACILITIES AND AMENITIES** - shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, overhead water tank, water pump and motor, water treatment plant, drive-ways, security room, Community Hall, Gym/ Yoga Centre, Swimming Pool, Common lavatories, Green Generator, transformer, if any, Fire Fighting systems, rain water harvesting areas, if any, and other facilities in the Complex, which may be decided by the Developer for common use of Owners under the relevant law(s) and so provided by the Developer, and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Complex.



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- (x) **COMMON EXPENSES** - shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the transferees and all other expenses for the Common Purpose which shall arise after obtaining Completion Certificate and to be contributed, borne, paid and shared by the transferees and to be fixed by the flat owners/ transferees only.
- (xi) **COMMON PURPOSES** - shall mean and include the purpose of managing, maintaining and up keeping the units as a whole in particular the Common Areas, Facilities and Amenities, rendition of common services in common to the transferees and/or the occupants in any other capacity, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Facilities and Amenities in common.
- (xii) **"BUILDING PLAN"** shall mean the plan caused to be sanctioned by the developer from the concerned authority/ municipality with a FAR OF 2.25 more or less for construction of the new building and development of the said property and include all modifications thereof and/ shall or alteration thereto with the knowledge and consent of the owner.
- (xiii) **"TRANSFERABLE AREAS"** shall include units, open and covered parking spaces and all other constructed areas at the project capable of being commercially exploited or transferred for consideration.
- (xiv) **OWNER'S ALLOCATION** -
- i) shall mean 50% (Fifty percent) share in the residential units,
 - ii) the commercial space as achieved from the FAR will be proportionately adjusted with residential space and added to the allotted residential space to the owner i.e. over and above the 50%



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portion already allotted to the owners.

(ii) 50% of the car parking space to be allotted to the owners which will be uncovered in nature.

(xv) **DEVELOPER'S ALLOCATION**

i) shall mean 50% (Fifty percent) share in the residential units,

ii) the commercial space as achieved from the FAR and same will be adjusted with the residential space to the owner over and above 50% ratio

iii) 50% of the car parking space as per sanction plan which will be covered in nature.

(xvi) **PROPORTIONATE OR PROPORTIONATELY** - according to the context shall mean the proportionate equitable sharing of the total area of the constructed space and/or spaces in the New Buildings to be built on the Said property which shall be shared between the Owners and the Developer equitably and proportionately as per the agreed ratio as mentioned herein.

(xvii) It be mentioned here that the allocated units to be mentioned and marked after obtaining sanctioned plan and during the execution of separate supplementary agreement executed by Jasimudin Mondal and Dr. Arjun Kumar Dey and commercial space will be 10% from the achievable FAR more or less

(xviii) **"TRANFEREES"** shall mean the persons who have agreed to acquire one or more units out of owner's allocation or the developer's allocation

(xix) **"ENCUMBRANCES"** shall include any mortgages, liens, charges, dependents, attachments, leases, tenancies, occupancy rights, bargadars, bhagchassi, uses, debutterers, trusts, acquisition, requisition, alignments, vesting, claims, demands and liabilities whatsoever and howsoever



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- (xx) "**EXTRAS AND DEPOSITS**" shall mean the amounts that may be entitled to collect by the developer from the transferees in respect of their respective units of the new building.
- (xxi) "**PRE DEVELOPMENT COST**" shall mean the aggregate of all cost, charges and expenses including all fees payable to architect, engineers and other agents and the sanctioned fees, legal expenses and all other amounts which are paid or incurred by the developer prior to the start date.
- (xxii) "**TOTAL DEVELOPMENT COST**" shall mean the aggregate of all cost, fees, charges and expenses required to be paid, incurred and disbursed by the developer for and on account of development of the said property
- (xxiii) "**START DATE**" shall mean the date with the completion of execution of the development agreement (which needs to be completed within 30 days from the 1st day of executing this agreement by a group of signatories /land owners).
- (xxiii) "**SALEABLE AREAS**" shall mean the units, covered parking spaces, open parking spaces, terraces attached to units, capable of being transferred independently or as appurtenant to any unit and shall include any other area and charges for preferred location.
- (xxiv) "**MARKETING**" shall mean the sale and transfer of saleable areas in the said property to the intending purchasers.
- (xxv) "**SPECIFICATION**" shall mean the specification with which the said new building and/or buildings shall be constructed, erected and completed (details whereof will appear from the Third schedule hereunder written)
- (xxvi) "**SERVICES**" shall mean electricity, water, telecommunications and drainage connections and other essential services to be provided at the new building as be necessary or required for the beneficial use and enjoyment of the units thereat.



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(xxvii) **"POST COMPLETION MAINTENANCE"** shall mean a scheme for the management and maintenance of the new building and shall consult the owners regarding the same. Initially the maintenance of the new building including the common portion shall be looked after by the developer who shall be entitled to collect service charges for the same (also known as "maintenance charges") after expiry of the "Defect Liability Period" as defined herein after. At an appropriate stage, the developer shall handover the maintenance to the owners association.

xxviii) **DEFECT LIABILITY PERIOD:** shall mean the period of 12 months from the issuance of completion certificate during which the developer has the entire liability to provide free of charge maintenance services of the building including the common portion.

2. INTERPRETATION.

In this agreement save and except as otherwise expressly provided

All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun

- (ii) The division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.
- (iii) All references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.
- (iv) The words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or section thereof.



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- (v) Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, terms or direction any time issued under it.
- (vi) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novated all the aforesaid recitals shall form integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.
- (vii) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of the agreement.

3. MUTUAL REPRESENTATIONS:

3.1 At or before the execution of this agreement the owners and each of them has assured and represented to the developer as follows; (a) The Owners have full right, power and authority to enter into this Agreement.

(b) **Custody of title deeds:**The originals of the title deeds of the said property is to be kept with SK. Jasimudin Mandal and Dr. Arjun Kumar De - two persons, constituted attorneys of the land owners and to be handed over to the Owners association as soon as it is formed.

(c) **Possession:**- The said property in it's entirety is in the khas, vacant and exclusive possession of the owners and secured by boundary walls.



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- (d) **No guarantee:-** No guarantee and/or corporate guarantee that may effect the said property of the development thereof has been given by the owner.
- (e) The Owners further represents that neither the Owners nor their predecessors hold any excess vacant land within the meaning of Urban Land (Ceiling and Regulation) Act, 1976 and if required the Owners shall apply for and obtain necessary no objection certificate from the competent authority under the said Act at its cost and expenses.
- (f) The Said property and all parts of it are free from all kinds of Encumbrance.
- (g) There is no impediment in the development of the Said property in the manner as mentioned in this Agreement.
- (h) That there are no legal proceedings pending against the owners.
- (i) Subject to terms and conditions what have been stated in this Agreement, the Owners have not done and shall not do nor permit to be done, anything whatsoever that would in any way impair, hinder and/or restrict the sole and exclusive appointment of and grant of rights to the Developer under this Agreement including, the unfettered exercise by the Developer of the sole and exclusive right to develop the Said property.
- (j) That all the municipal rates, taxes and other outgoings including electricity charges payable in respect of the said property has been paid and /or shall be paid by the owners upto the date on which the property would be delivered to the developer.
- (k) The Owners shall and/or shall be deemed to have given its consent to the Developer to publish appropriate notices of the impending development of



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the Said Project Land in the leading newspapers.

- (ii) The Owners confirm that access to and egress from the Said Project Land is unconditionally and absolutely available for all purposes from the main road.
- (in) The Owners shall, sign and execute all papers, documents, plans, declarations, affidavits and other documentations required for sanction and construction as of the said buildings, the Owners shall sign, execute and register a General Power of Attorney authorizing the Developer, its authorized affiliates or its officers to act, do and perform all or any of the obligations mentioned in this agreement. In the event any subsequent steps are required for the reasons of change in law or otherwise to sustain the Developer's Power of Attorney and all powers granted therein, the Owners shall take all such steps and do all such acts including execution and registration of a fresh power of attorney as may be required to provide the authorizations to the Developer throughout the implementation of the Project, following the terms and conditions in this agreement.
- (n) The Owners hereby specifically undertakes and represents to the Developer that during the pendency and/or validity of this agreement, the successors in interest of the Owners shall unconditionally and unequivocally be liable and/or under obligation to honor and/or fulfill all obligations and/or commitments of the said deceased Owners without claiming and/or demanding any further consideration and/or advantages of any nature whatsoever and shall, along with other surviving co-owners be liable to deal with and to comply with the terms and conditions of this agreement and be also entitled to receive the entitlement of the Owners in the manner as provided in this agreement.



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- 8.2 At or before the execution of this agreement the developer and each of the Owners have assured and represented to the developer as follows:-
- (i) That the developer is carrying on business of construction and development of real estate and have sufficient infrastructure and expertise in this field for the same.
 - (ii) shall complete the development of the Said Project Land simultaneously the owners and the developers allocation in accordance with the sanction plans as modified from time to time and other parameters in this regard and in compliance with all applicable laws.
 - (iii) shall at all times perform the duties and undertake the responsibilities set forth in this Agreement in accordance with industry standards applicable to other residential and commercial developers of repute in India offering similar quality and services products and using reasonable, expeditious, economical and diligent efforts at all times in the performance of its obligations;
 - (iv) It shall continue to comply with the terms and conditions of all the consents and all other licenses, permits, approvals obtained or may be obtained in the name of the Owners for the development of the Said Project Land;
 - (v) it shall make timely payments of all taxes, cesses, duties, levies and charges and all applicable statutory dues as per applicable law payable by the Developer for the development of the Said Project Land as per the terms and conditions of this Agreement;
 - (vi) has full power and authority to execute, deliver and perform its obligations under this Agreement.

(vii) Satisfaction of owner's title. The developer has represented to the



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the title of owners to the said property and has also caused to be made searches for encumbrances and has caused itself to be fully satisfied with the title of the owners to the said property and has also found the said property to be free from mortgages and charges and agrees not to raise any objection or requisition in regard thereto. The developer has also seen, inspected and verified the original title deeds in respect of said property

4. **COMMENCEMENT AND DURATION:**

- 4.1 This agreement has commenced and/or shall be deemed to have commenced on and with effect from the date of execution of this agreement;
- 4.2 This agreement shall remain in full force within fixed time limit as per agreement.

5. **STRUCTURING AT THE SAID PROPERTY:**

- 5.1 Subject to the terms and conditions contained in this Agreement, on and from the execution of this Agreement and/or from the Commencement Date, the Owners exclusively grants to the Developer and the Developer hereby accepts from the Owners, all the Development Rights in respect of the Said property and the Developer shall,
- 5.2 evict and/or remove and/or relocate the occupants, if any, from the said property at the costs and expenses of the developer
- 5.3 develop the Said property according to the plan to be sanctioned (with such modifications, alterations etc. as may be thought proper by the



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- expenses be solely liable to do and comply with all acts deeds and things relating to (a) Planning of the Project, (b) preparation and Sanction of the building plans and obtaining all permissions and clearances and no objections for construction and marketing of the Project and (c) Construction of the Project and/or the New Buildings of the Complex and making the same fit for habitation and marketing
- (5.4) Appoint all engineers, staffs, labour contractors etc., at its own costs and risks.
- (5.5) Pay all liabilities in case of any accident if happen during construction.
- (5.6) Construct and Complete the New Residential Buildings, as per the specifications mentioned in the **Third Schedule** hereto.
- (5.7) Apply for obtain all consents, approvals, sanction, clearances, no objections and/or permission of the concerned governments authorities and/or departments and/or departments as may be necessary and/or required and/or for undertaking, carrying out and completing development of the said premises or construction of the proposed new building.
- (5.8) Install electricity water telecommunication, connections/services and also surface and foul water drainage at the said property and the new building and shall ensure that the same connects directly to the main.
- (5.9) Serve such notices and enter into such agreement with statutory undertakers or other companies as may be necessary to install the services
- (5.10) Remain responsible for due compliance with all statutory requirements whether local state or central as shall also remain responsible for any deviation in construction which may not be in accordance with the plan and further to keep the owners and each of them save harmless and fully



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- indemnified from and against all cost charges claims actions suits and proceedings in relation thereto
- (5.11) Incur both predevelopment cost and total development cost and all other cost, charges and expenses for the purpose of constructing erecting and completing the said new building in accordance with the plan submitted for sanction by the concerned municipal corporation and other authorities concerned
- (5.12) Not to expose the owners to any liability and shall regularly and punctually make payment of all fees and charges of the architect/engineer and other agents who may be employed or engaged for the purpose of construction, ejection and completion of the said new building.
- (5.13) On and after commencement of construction of the new building, the developer may avail financial assistance from any financial institution for carrying out and completion the construction of the propose new building and to secure the repayment thereof by creating a charge and or lien over and in respect of the developer's allocation without mortgaging the title deeds of the said property (without mortgaging the land of the said property) and in this regard neither the owners nor the owner's allocation shall in any way responsible and/or liable for repayment of such loan amount or interest accrued or due thereon and the developer has agreed to indemnify and keep the owners indemnify from and against all cost charges claims actions suits proceedings arising therefrom.
- (5.14) Pay all fees, costs, charges and expenses including professional fees and supervision charges in respect of the above obligations of the Developer except, however, the costs and expenses for performance of the Owner's obligations, provided always that the Owners shall not be liable for any costs and expenses related to construction of the Project.
- (5.15) In the event the Said property is acquired before the commencement of



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construction by any Governmental Authority under any land acquisition laws, the Parties shall work together to: (i) contest, dispute and take all steps and actions, against such proposed acquisition/ acts of the Governmental Authority; (ii) ensure that the Project is executed and implemented within the remaining part of the Said property.

(5.16) By virtue of the rights hereby granted the Developer is authorized to build upon and exploit commercially the said land by: (1) constructing the New Buildings, (2) deal with the spaces coming into the Developer's Allocation in the New Buildings with corresponding undivided proportionate share in the Said property to be dealt with according to the relevant law(s) the extent and on the terms and conditions hereinafter contained.

(5.17) For development of the said property if the developer requires to purchase and/or to enter into any agreement with the owners for development of the adjoining land for developing residential building being Dag No 3193, 3194, 151(p) 3187(p) 3186, 3188, 3184, 3185, 3191 then in such event the developer may add and/or to amalgamate the adjoining land into the said property upon mutual discussion. In such event the owners will not put hindrance to amalgamate the adjoining land into the said property after taking proper additional consideration.

6. POWERS AND AUTHORITIES:

6.1 Simultaneously with the execution of this agreement the owners shall grant to the developer and/or its nominees jointly and /or severally a power of attorney for the purpose of development, construction and implementation of the said property including booking of units, entering into, executing and/or registering the agreements for sale in favour of the transferee of the



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units but not execution and or registration of the deed of conveyance. Provided always that the Developer and/or the substitutes of the Developer, as the case may be, shall keep the Owners saved, harmless and indemnified while exercising all such powers and authorities.

6.2 While exercising the powers and authorities under the Powers of Attorney to be granted by the Owners in terms hereof, the Developer shall not do any such act, deed, matter or thing which would in any way infringe the rights of the Owners in any manner or put any financial or other obligation claim or liability upon the Owners

6.3 The original power of attorney for developing and constructing this Residential complex shall be in the custody of the Developer. By virtue of this agreement, the land owners will get their flat/ units as per their share mentioned in this agreement automatically on completion of those units within the given time as per the agreement.

7. EXTRAS, DEPOSITS AND TAXES:

7.1 The Owners who are willing to do Extra work in their flats/units agree to pay and/or cause to be paid by their Transferees to the Developer, the amounts that may be fixed by the Developer for providing amenities and facilities in the Project attributable to the Owners Allocation, including those mentioned under the heading "Extras" and "Deposits" in the **SECOND SCHEDULE** hereunder written. The Parties or their respective Transferees shall be liable to pay the said Extras and Deposits for their respective allocations after handing over the possession at uniform rates

7.2 While dealing with and/or entering into any agreements and other documents of transfer and/or commitments relating to transfer of their respective allocations or any part thereof, the Owners and the Developer shall respectively necessarily incorporate and ensure the payment of such



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amounts and outgoings towards Extras and Deposits and fulfillment and compliance of all such payments restrictions.

7.3 All municipal rates taxes and land revenue in respect of the Subject Property shall be paid by the owners till the delivery of the possession of the said property to the developer and for the period thereafter the same shall be borne, paid and discharge by the developer till the date of grant of the full completion certificate and from the date of grant of full completion certificate the rate shall be the borne, paid and discharge by the respective transferees.

7.4 All tax liabilities as imposed by state govt. or central govt. in relation to the allocations during transfer in accordance with law shall be paid by the Owners for their allocated portions and likewise the Developer shall pay for the Units and Parking Spaces comprised in the Developer's Allocation.

8. SALE PROCEEDS AND DISTRIBUTION:

8.1 The sale proceeds from the sale of total units in the new building upon development of the said project with an undivided indivisible impartible proportionate share and/or interest in the land and the common portion including receivables for car parking spaces, servant quarters, open terraces preferred location charges, floor escalation charges etc if any shall belong to the parties and shall be paid over them in the manner as mentioned below

8.2 Owners share of allocation and owners share of sale proceeds: -The owners' share of allocation in the new construction of the said property.

8.3 Developer's share of allocation and Developer's share of sale proceeds: - The Developer's share of allocation in the new construction of the said



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property.

9. PRINCIPALS OBLIGATIONS OF THE DEVELOPER:-

9.1 Completion of construction and completion Certificate within Completion Time: Subject to Force Majeure, the Developer shall construct and complete the construction of the New Building including the Common Portions and having connections of sewerage and water lines by concerned municipality and obtain the Full Completion/Occupancy Certificate from municipal authorities and notify the Owners in writing and offer possession of units. It is made clear that issuance of the Completion/Occupancy Certificate by concerned municipality and construction of the New Building including the Common Portions and having connections of sewerage and water lines shall not absolve the Developer of its obligations to finish the left over works and complete the New Building in all respects within a period of 6 months thereafter and that without prejudice to the aforesaid, the Developer shall be at liberty to obtain Partial Completion/Occupancy Certificate from concerned municipality at its own costs, if so permitted under the law.

9.2 In the event if the developer fails to complete the construction of the new building including the common portions within 30+6 (36) Thirty Six months from the date of complete execution of this Development Agreement then developer is bound to pay a compensation at the rate of Rs.5,000/ per month per cottah in delay of each month

9.3 Obligations subsequent to Completion: The Owners(through their constituted attorneys or either of them) and the Developer will execute Deeds of Conveyance in favor of Transferees only after completion of construction of building and connection of the all utilities and services.

9.4 Compliance with Laws: The Developer shall make construction of the New Buildings in conformity with the prevailing laws, rules and bye-laws



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of all concerned authorities and State Government/Central Government bodies including but not limited to the said RERA Act and it shall be the responsibility of the Developer to ensure proper compliance.

9.5 Specifications: The Developer shall use building materials and construct the New Building as per the specifications specified in the **Third Schedule** hereto.

9.6 Adherence by Developer: The Developer has assured the Owners that all its representations as stated above are true and it shall implement the terms and conditions of this Agreement and shall adhere to the stipulations of time limits in terms of this Agreement.

9.7 Construction at Developer's Risk and Cost: The Developer shall construct and complete the New Buildings at its own cost and risk and shall obtain all approvals, consents etc. required for construction and completion of the New Building at its own costs and expenses. The Developer shall alone be responsible and liable to Government, concerned municipality and other authorities concerned and to the Transferees and to the third parties and the public in general and shall alone be liable for any loss, damage or compensation or for any claim arising from or relating to such construction and shall indemnify the Owners fully against any claims, demands, costs losses, damages and actions or proceedings for any default, failure, breach, act, omission or neglect on the part of the Developer and/or any architect, engineer, contractor, entity, body, agency and/or person appointed or designated by the Developer and/or any employees/agents/ representatives of the Developer.

9.8 Assignment: The Developer hereby agrees and covenants with the Owners not to transfer or assign this Agreement without the written



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consent of the Owner. Similarly, the Owners hereby agrees and covenants with the Developer not to transfer and/or assign this Agreement without the written consent of the Developer.

9.9 Stamp Duty and Registration Fee: The Developer shall pay and bear the Stamp Duty and the Registration Fee payable in respect of this Development Agreement and the Power of Attorney to be granted pursuant hereto.

10. INDEMNITY

10.1 By Owner: The Owners hereby indemnifies and agrees to keep the Developer saved, harmless and indemnified of from and against any and all actions, suits, proceedings, claims, demands, losses, damages, costs, charges, expenses and/or liabilities that may be suffered by Developer due to the Owners

10.2 By the Developer:- The developer hereby indemnifies and agrees to keep the owners saved, harmless and indemnified of from and against any and all actions, suits, proceedings, claims, demands, losses, damages, costs, charges, expenses and/or liabilities that may be suffered by owners due to the developer relating to the construction of the new building

11. MISCELLENEOUS:

Supervision: One senior Engineer will be engaged by the land owners for supervising the structural and constructional part of this Residential complex till the completion of this project.



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11.1 Collection of Deposits and Extras by the Developer: The Developer shall be entitled to collect from the Transferees (out of developers collection) in respect of their respective Units of the New Building all Extras and Deposits (but excluding Preferred Location Charges which shall be a part of the price for the sale of the Units). These shall be corpus deposit towards Common Expenses, Maintenance Charges and Municipal Taxes and deposits demanded by the electric supply authority for electric connection. Project Advocates' Fees, charges for additional work or the modification of the specifications agreed hereunder in the respective flats of the Transferees. It is clarified that the aforesaid Deposits and Extras shall belong exclusively to the Developer and shall not be considered part of Sale Proceeds.

11.2 Tax Liabilities: The Developer will be solely responsible and liable for all taxes, levies and duties which pertain to construction of new building.

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

11.4 Validity: The parties are executing this Agreement as a legally binding contract with intent to be bound by the terms hereof.

11.5 Counterparts: This Agreement is being executed in duplicate. The original Agreement shall be registered and the Developer shall be entitled to the custody of the same.

12. DEALING WITH SPACES IN THE NEW BUILDINGS:

12.1 The Owners agree and undertake that (i) the Developer shall have the exclusive right to launch the Project, decide the name of the Project which will essentially start with the prefix, as may be so decided by the Developer, logo, display, project details and also signage/ display



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rights (whether on hoardings or on terraces or otherwise).

12.2 The Developer shall be entitled to sell/ license/transfer only the Developer's Allocation in the New Building(s), in such manner and on such terms, as may be deemed appropriate by the Developer, in its sole and absolute discretion.

12.3 The Owners shall be entitled to sell/ license/transfer only the Owner's Allocation in the New Building(s), in such manner and on such terms, as may be deemed appropriate, in their sole and absolute discretion.

12.4 The name and/or identification numbers given to the new Buildings or portions thereof of the Project shall be displayed in a manner as may be decided by the Developer in its sole discretion;

12.5 In marketing the said Project, name and logo of Developer would be boldly displayed in all marketing materials.

12.6 The Developer shall ensure that the advertising and marketing is carried out in a manner that is consistent with and not in derogation of or conflict with any of the terms or provisions of this Agreement and the Applicable Laws.

12.7 The Developer shall determine the price/premium for sale/transfer or disposal of the Developers allocated spaces in the New Building/s to be constructed by the Developer on the Said property keeping in view the economics and market response.

13. **DEFAULTS:**

13.1 The following shall be the events of default if the Owners fail: -



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- (a) To do or cause to be done all deeds and things to satisfy the Developer as to the title of the Owners to the Said property.
 - (b) In case the owners fails to comply their obligations within stipulated period, then without prejudice to the other rights and remedies of the Developer, the developer shall entitled to try and attempts to comply with such obligations of the owners at his own costs and expenses.
- 13.2 The following shall be the "events of default" if the Developer fails to:
- (a) Complete the construction of the New Buildings on the Said Project Land within the specified time frame.
 - (b) Can sue the Developer for specific performance of the agreement.
 - (c) Comply and/or perform its obligation contained herein.
- 13.3 In case of any event of default, the other party (the aggrieved party) shall serve a notice in writing to the defaulting party, calling upon the defaulting party to comply with their obligation in default within the time and in the manner to be mentioned in the said notice.
- 13.4 Upon receipt of such notice, the defaulting party shall provide remedy to the said event of default and/or breach within the time and in the manner mentioned herein.



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14. FORCE MAJEUR

14.1 The Developer shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Developer to be performed and observed if it is prevented by any of the conditions herein below:

- (i) Fire;
- (ii) Natural calamity,
- (iii) Tempest;
- (iv) Declared and undeclared war, riot and civil commotion;
- (v) Any prohibitory order from the court, The Bidhannagar Municipal Corporation and other authorities not arising due to any breach or default on the part of the Developer.

14.2 The Developer shall intimate in writing to the Owners' representatives- SK. Jssimudin Mandal and Dr. Arjun Kumar De in case the development work is stopped or suspended due to any condition under Force Majeure which may affect the completion date of the project.

15. ENTIRE AGREEMENT:

- 15.1 This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreements between the Parties, oral or implied. This Agreement shall take effect on the Date of signing of this Agreement and shall remain in force till Completion of the new building. Neither Party shall, except as provided herein have the right to terminate the Agreement within given time limit.
16. **FACILITIES:** The developer shall also keep provision as far as to install and provide in the complex the following facilities required for convenient living in the multistoried buildings in the complex



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and as sanctioned complex plan or required under any statutory bye-laws or regulations (I) CCTV facility at entries of each multistoried building and gates, (II) Security room for office at the gates, (III) Minimum one lift (branded) per multistoried building, (IV) Necessary firefighting installation for each building and other infrastructure, (V) Necessary interconnecting roads for the buildings and in other areas of the complex, (VI) Beautification of the complex shall be done with gardens & parks, (VII) Necessary sewerage disposal lines for the buildings, Water Treatment Plant (VIII) Green Generator to maintain supply to essential installations viz. Lift, water supply pumps etc. and 240 watt power to each flat in case of load shading, (IX) Electricity substation, (X) Office space for facility manager, (XI) Swimming Pool, (XII) Gym, (XIII) Community Hall and (XIV) Service Lift.

17. BREACHES

17.1 None of the Parties shall be entitled to cancel and/or rescind this agreement within given time limit and that in the event of any breach on the part of either party (hereinafter referred to as the DEFAULTING PARTY) the other party shall be entitled to sue the defaulting party for specific performance of this agreement and for other consequential reliefs.

17.2 The Developer on the advice or request of any individual owners will not stop construction on any pretext and if the Developer does so, it will do so at its own risk and cost.

18. TERMINATION

18.1 The Owners recognize and acknowledge that the Developer has invested and will further be investing substantial sums of money and time in the said property and has entered into this Agreement on the specific understanding that the Owners shall not be entitled to terminate this Agreement for any reason whatsoever within given time limit.

19. ORIGINAL TITLE DEEDS

19.1 The original title deeds of the said property shall be in the custody of Mr. Jasimuddin Mondal. The Developer shall be entitled to inspect and/or



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production of such Original Title deed before the respective authority or authorities for perusal and inspection. On forming the Association of the land owners/ flat owners, the original title deeds of the land will be in its custody.

20. IDENTIFICATION OF ALLOCATION AND RETENTION OF ALLOCATION

- 20.1 The identification and demarcation of the location of the Units and Parking Spaces forming part of the Owners Allocation and the Developer's Allocation in the said property shall be done by the Parties mutually within 15 days from the date of the sanction of Building Plan on pari-passu basis.
- 20.2 Either Party may its option intimate in writing to the other party its desire to retain/acquire any Unit that is unsold at the relevant time at the market price prevalent at that time for sale of Units in the said property. In such event such party shall have a right of first purchase and shall be entitled to purchase the same and shall make payment of the sale consideration for such units.
- 20.3 The units in the new buildings shall be sold to the transferees by initially entering into agreements for sale by the developer and the owners and ultimately transferring title by registered Deeds of Conveyance. The Developer, the owners and such transferees shall be parties to all such agreements for sale to be executed by the developer for and on behalf of itself and as the constituted attorney of the owners and the transferees and the deeds of conveyance between the owner, the developer and such transferees will be executed by either of the constituted attorneys of the owners and the developer themselves. The cost of such agreements and deeds of conveyance including stamp duty and registration fees and all legal fees and expenses incidental or related thereto shall be borne and paid by the respective transferees.
21. **APPLICABILITY OF RERA:** It is made clear that in the event there being no applicability of the RERA in the state of West Bengal at the material time due to any reason then the registration with regard to development of the said property under RERA shall not be possible. But if any time thereafter RERA is in force in the State of West Bengal the Developer shall be obligated to register the project under the RERA Act.
22. **ASSIGNMENT AND SUB CONTRACT:** The Developer shall at all times be



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permitted to assign its rights, obligations and interest in the Agreement (or part thereof), Development Rights, Project and/or built up area only i.e developer.

23. The Developer shall at all times be entitled to engage and contract out construction/ development of the Project or any specific aspect to any subcontractor/ contractor on such terms and conditions as the Developer may deem fit and appropriate.

24. **FURTHER ACTS**

Each Party will without further consideration sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this Agreement and each of the transactions contemplated under this Agreement. Without limiting the generality of the foregoing, if the Approvals of any Governmental Authority are required for any of the arrangements under this Agreement to be effected, each Party will use all reasonable endeavors to obtain such Approvals.

25. **AUTHORIZATION**-The persons signing this Agreement on behalf of the respective Parties represent and covenant that they have the authority to sign and execute this document on behalf of the Parties for whom they are signing.

26. **CONFLICT:** To the extent that there is any conflict between any of the provisions of this Agreement and any other agreement by which the Owners or the Said Property or any part thereof is bound, the provisions of this Agreement shall prevail to the extent permitted by the Applicable Law.



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27. **SPECIFIC PERFORMANCE OF OBLIGATIONS:** The Parties to this Agreement agree that, to the extent permitted by the Applicable Law, the rights and obligations of the Parties under this Agreement shall be subject to the right of specific performance and may be specifically enforced against a defaulting Party.

28. **NOTICE:**

28.1 Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or sent by prepaid recorded delivery, or by facsimile transmission or registered post with acknowledgement due or through courier service to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each party from time to time). So far as the Owners and Developer are concerned the notice should only be given to:

a) In case of Owners-

SK. Jasimuddin Mandal

K/38/406, SUKHOBRISTI

AA-III, NEW TOWN, KOLKATA-700135

AND

Dr. Arjun Kr. De

C/O House of Gohardhan Maharaj (near Bidurkarta Chowmuhani)

Banerjee Para, Krishnanagar, Agartala-799001, West Tripura

e-mail: arjunit12@gmail.com, 9436461128 (M)



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in case of the Developer:

NAOOLIN REALCON PVT. LTD.
Merlin Matrix, DN-10,
Sector-V, 2nd Floor Kolkata 700091

29. Any such notice or other written communication shall be deemed to have been served:
- 29.1 If delivered personally, at the time of delivery and duly received.
- 29.2 If sent by prepaid recorded delivery or registered post or courier service, on the 4th day of handing over the same to the postal authorities.
- 29.3 If sent by facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent.
- 29.4 In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or by courier, that such notice or other written communication was properly addressed and delivered to the postal authorities or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.

30. ARBITRATION:

The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement as also disputes as to the quantum of the costs and expenses if any (collectively "**Disputes**"), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties. If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes, if not solved/settled, shall be referred to, and finally resolved by, arbitration by an Arbitration Tribunal (consisting of three persons one to be appointed by each of the party and the third to be appointed by the two arbitrators so appointed) formed in terms of the Arbitration and Conciliation Act, 1996 and Rules and amendments made thereunder. The venue of the Arbitration proceedings shall be at Kolkata.



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JURISDICTION: Only Courts at Kolkata having territorial jurisdiction to entertain try determine all actions suits and proceedings arising out of these presents between the parties hereto.

**THE FIRST SCHEDULE ABOVE REFERRED TO:
(SAID PROJECT LAND)**

ALL THAT piece or parcel of **Basta** land measuring an area of **8.2965 Decimals** comprised in **R.S./L.R. Dag No. 3187, 3192 & 3196**, under L.R. Khatian Nos. 5901, 5803, 6362, 6355, 6361, 6357 & 6356. of **Mouza Patharghata**, J.L. No. 36, R.S. No. 225, Touzi No. 173 at present 10, AND land measuring an area of **03.75 Decimals** out of 41 Decimals, comprised in **R.S./L.R. Dag No. 151** under L.R. Khatian No. 1026, 1030 & 1019 of **Mouza - Chapna**, J.L. No. 35, R.S. No. 162, Touzi No. at present 10, both within the jurisdiction of Patharghata Gram Panchayet, Additional District Sub-Registration Office at Rajarhat, New Town under Newtown Police Station in the district of North 24-Parganas.

The details of Land is shown as hereunder:

R.S./L.R. Dag No.	L.R. KHATIAN NO.	TOTAL AREA	DEVELOPMENT LAND AREA	MOUZA
3187	5901	18 Decimals	0.6250 Decimals Owner No. 1	Patharghata
3192	5803	11 Decimals	1.5715 Decimals Owner No. 2	Patharghata
151	1026	41 Decimals	01.25 Decimals Owner No. 2	Chapna
151	1030	41 Decimals	01.25 Decimals Owner No. 3	Chapna
151	1019	41 Decimals	01.25 Decimals Owner No. 4	Chapna



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3196	6362	78 Decimals	01.22 Decimals Owner No. 5	Patharghata
3196	6355	78 Decimals	01.22 Decimals Owner No. 6	Patharghata
3196	6361	78 Decimals	01.22 Decimals Owner No. 7	Patharghata
3196	6357	78 Decimals	01.22 Decimals Owner No. 8	Patharghata
3196	6356	78 Decimals	01.22 Decimals Owner No. 9	Patharghata
		Total	12.0465 Decimals	

The said property is butted and bounded as follows :

ON THE NORTH : By *OTHER DAGS*

ON THE SOUTH : By *ROAD*

ON THE EAST : By *OTHER DAGS*

ON THE WEST : By *ROAD*

THE SECOND SCHEDULE ABOVE REFERRED TO:

(DEPOSITS/EXTRA CHARGES/TAXES)

- (a) obtaining All costs, charges, expenses, deposits, security deposits, etc. on account of power from the electricity service provider in and for the allocated units;
- (b) All costs, charges and expenses on account of maintenance for the respective units after c.c to respective flat owner and till the formation of flat owners association.
- (c) Goods and Service tax or any other statutory charges/levies that may be charged on the Subject Properties or the New Buildings or the Units or on their transfer, partially or wholly, as the case may be.
- (d) Deposit on account of Common Expenses, municipal rates and taxes.
- (e) Maintenance Charges as mutually agreed be paid one time for 1 year.



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**THIRD SCHEDULE ABOVE REFERRED TO :
SPECIFICATIONS OF THE BUILDING:**

During the period of constructional works, the Contractor will use the following Materials:-

- Cement - Ultratech, Lafarge, Ambuja.
- Steel - SRMB/ Shyam/Sul
- Brick - AAC Block / Traditional Brick
- Electrical - Finolex/Havells/Anchor / ISI marked equivalent reputed branded.
- Flooring - Vitrified Tiles, Wooden floor (JHONSHON/NITCO/KAJARIA) equivalent reputed branded.

Top Floor would be made of Vitrified Tiles. Heat proof Insulation to be made on the top floor of the roof.

- Sanitary Fittings - Hindware/Paryware/ Cera.
- Water Fittings Cera/Marc equivalent reputed branded
- Paint - Berger/Asian Paints / Dulux equivalent reputed branded.

- The Contractor will complete the said building as per the following

SPECIFICATION:

- **STRUCTURE:** -As stated above TMT bar in all R.C.C. Foundation
- **PAINT:** Internal Smooth finished with wall putty

-External Apex brand or weather proof coat on outside wall

- **FLOOR:** -Vitrified Tiles in Living/ Dining and Bedrooms/Kitchen.

Staircase & Passages-Marble finish. Top Floor will be made of marble

• **KITCHEN:**

- Floor - Vitrified Tiles on Floor
- Counter -Granite Top
- Sink -Stainless Steel
- Dado -Tiles on top of counter up to 2ft.
- Exhaust & Chimney point

• **TOILETS:**

- Floor -Anti Skid/Mat Finish Tiles on Floor
- Dado -Glazed Tiles
- W C -European/ Indian type of Parryware/ Hindware/Cera.
- Wash Basin -Parry ware/Hindware/Cera.



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- Fittings -C.P/UPVC
- Door -P.V.C
- Window -Entire building will be having Aluminium frame with glass loover.

DOOR:

Main Door - wood frame with Solid(wooden door either sagoon or coca)with Godrej lock.

Others Door - For bed room and kitchen- Solid core flush door.

Toilet Door - Frame & shutter PVC.

- **WINDOW:** -Glazed sliding window with alumunlum frame with glass.
- **M.S. WINDOW& GRILL:** -10mm x 10mm M.S. square bar
-Stair railing. 10 x 10 mm M.S. Square bar and 20 mm x 20 mm post with S.S/MS hand rail cover.
-Veranda, balcony, and railing: 3' ht M.S. Grill square bar./ Hollow Bar
-M.S. Collapsible gate Gr fl. Main door.
- **LIFT:** - Kone, Mitsubishi, Otis.
- **U.G. reservoir:** -R.C.C. reservoir (As per drawing);
- **Overhead water tank** -R.C.C. reservoir (As per drawing)
- **Plumbing:** -Supreme/Ashirbad or equivalent reputed branded.
- **Pump:** -Submersible Pump with motor (Reputed make) along with auto control system.
- **External passage:** -Paver Block or Crazy flooring.
- **Boundary wall:** -As per drawing.

Ground floor car parking: Cast in site crazy mosaics finish over 100 mm thk PCC.

- **Electrical:** Pinolox/Anchor/Havels make copper wire, concealed wiring in PVC conduct with ISI approved modular switches.



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DETAILS OF ELECTRICAL POINTS/ INSTALLATION (ANNEXURE - II)

AREA	TUBE LIGHT	NIGHT BULB	BULB	FAN	EXHAUST FAN	GEYSER	PLUG SOCKET (MULTIPIN)			
							5 AMP	15 AMP	AC	TV
BED ROOM(3)	1	1	2	1			2	1	1	1
DINING/ DRAWING(1)	2	1	4	3			2	2	2	1
TOILET(2)			2		1	1	1	1		
STORE/ PASSAGE			2				1			
BALCONY(2)			1				1			
KITCHEN	1		2		1		2	2		
STAIR CASE (per floor)			2				1			

POWER OF ATTORNEY :

KNOW ALL MEN BY this power of-attorney, We, LAND OWNER/ONE PART of this agreement do hereby nominate, constitute and appoint DEVELOPER/OTHER PART our true and lawful attorney for us in our names and on our behalf, to do and execute and perform or cause to be done, executed and performed all or any of the following acts, deeds and things.

1. To negotiate on terms for and to agree to and enter into and conclude any agreement of sale, lease, mortgage and sale or conveyance except Owners' allocation portion out of total constructed multistoried buildings and/or high rise buildings which is fully described in the Schedule hereto to any purchaser or purchasers at such price which our said attorney, in his absolute discretion, thinks proper and/or to cancel and/or repudiate the same.

2. To caused necessary building plans and specifications to be prepared for construction of a multi storied and/or high rise building in the said property as per the building plan and specifications in respect of such construction to sign all such building plans and specifications including revised or new plans and to submit



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the same to the Competent Authority for sanctions and to observe and perform all the formalities and obligations in connection with the sanction of the said building plans and specifications from the Competent Authority upon giving proper acknowledgements and/or receipts for the same and our attorney shall also mutated his name in the records of the Competent Authority on my behalf in respect of my said property.

3. To appear before and represent us at the offices under Income Tax Act and all other Act, Statutes, laws, Rules and Bye-laws in any way in connection with the development of the said property.

4. That the Owners agreed and power to the Attorney that any property will be amalgamated with the said property from the competent authority and in that matter the Owners shall have no objection and also agreed to sign the necessary papers/documents for amalgamation of the said property with other properties as and when require by the competent authority.

5. To sign and execute, and present any such Agreement for sale, deed or deeds of sale, conveyance or conveyances or other document or documents respecting sale of the said properties for registration, and such documents being executed by its to admit execution thereof and receipt of consideration for sale before the Additional District Sub-Registrar, District Sub-Registrar and Registrar of Assurances, Kolkata having authority for, and to have its registered according to law, and to do all other acts, deed, and things, which my said attorney shall consider necessary for transfer and/or conveyance of our said properties or any part thereof, mentioned in the **FIRST SCHEDULE** hereunder written to such Purchaser or Purchasers as fully and effectually in all respects in respect of the developer's allocation.

6. To appoint Engineers, Architects, Surveyors, Supervisors, Caretakers, Masons, Carpenters, Plumbers, Mistries, Coolies, Labourers, Durwans and all other persons required for the constructions, supervision and all other works in connection with the said multi storied and/or high rise building in the said property at such wages, remunerations, fees or other payments and on such terms and conditions as our said Attorney shall think fit and proper and to dismisses and discharge all or any of them and to reappoint any of them.

7. To receive from the intending purchaser or purchasers any earnest money and/or advance or advances and also the balance of purchase money, and to give good, valid receipt and discharge for the same which will protect the purchaser or purchasers without seeing the application of the money.

8. Upon such receipt as aforesaid in our names and as our act and deed to sign, execute and deliver any conveyance or conveyances of the said property in favour of the said purchaser/purchasers or his/their nominee or assignee.



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