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Certified that the document is admitted to registration. The Signature sheet and the endorsement sheets attached with this document are the part of this document.

AA 491375

*Commissioner (53)
stand attached
to document
7-57 pm
Dag 27/11/18*

Dag
Addl. District Sub-Registrar,
Baruipur, South 24 Parganas

16 NOV 2018

THIS DEVELOPMENT AGREEMENT is made this the _____ day of November 2018

BETWEEN

OLIVIA DEVELOPERS PRIVATE LIMITED (PAN:AAACO8795R), a company registered under the Companies Act, 1956 and having its Registered Office at 87, Lenin Sarani, P.O. & P.S. Taltala, Kolkata - 700013, duly represented by its Authorized Signatory **MR. ADITYA KANKARIA** (PAN:ARHPK1169N), son of Mr. Bijay Kumar Kankaria, by occupation Business, faith Hindu, Citizen of India, residing at 46B, Garcha Road, P. O. Ballygunge, P.S. Gariahat, Kolkata - 700019, hereinafter referred to the **OWNER** (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successor or successors-in-office and/or nominee or nominees and/or assigns), of the **FIRST PART**;

AND

*Development Agreement
of Civil. Agreement
QAM 278469
dt 26/10/18
VCA 79/12/18*

000472

1 OCT 2018

Date.....
Paid to.....
of.....
Rupees.....

HAPI DAS
Advocate
Allpore Police Court
Kolkata-700087

[Handwritten Signature]

Samiran Das
Stamp Vendor
Allpore Police Court
South 24 Pys., K.A-17

[Handwritten Signature]

V-C92M2257

OLIVA DEVELOPERS PVT. LTD.

[Handwritten Signature]

Authorised Signatory

MERLIN PROJECTS LTD.
Panghat Agency Pvt. Ltd.

[Handwritten Signature]
Authorised Signatory

V-C92M2258



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Laxmy Reddy.
S/o Sudhan Reddy.
Working for gas -
20. Thrice Aruna Dhab Rd.
Kolkata - 700033

(1) **M/S. MERLIN PROJECTS LTD. (PAN: AACCM0505B)**, a company incorporated under the Companies Act, 1956 having its Registered Office at 22, Prince Anwar Shah Road, P.O.Tollygunge, P.S.- Charu Market, Kolkata- 700033 (2) **M/S. PANGHAT AGENCY PRIVATE LIMITED, (PAN: AAACP9879K)**, a company incorporated under the Companies Act, 1956 having its Registered Office at 33A, Chandranath Chatterjee Street, P.O. and P.S. Bhowanipore, Kolkata - 700025, all represented by one of its Authorized Signatory **Mr. Rachit D. Sanghvi, (PAN: AHSPD3491P)**, son of Mr. Dinesh Sanghvi, by occupation Service, by faith Hindu, Citizen of India, working for gain at 22, Prince Anwar Shah Road, P.O. Tollygunge, P.S. Charu Market, Kolkata-700 033, hereinafter collectively referred to as the '**DEVELOPER**' (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successor or successors-in-office and/or nominee or nominees and/or assigns), of the **SECOND PART.**

WHEREAS the Party of the First Part is the absolute Owner, seized, possessed and well sufficiently entitled to the various land parcels measuring about 44 decimals, comprised in various R. S. Dags, situated at Mouza - Baruipur, J. L. No. 31, P. S. Baruipur, District 24 Parganas (South) together with structures situated thereon. The full description of the land comprised in various dags are set out in **First Schedule** and chain of title, Ownership details are set out in **Second Schedule** appearing hereinafter and referred to as the '**Said Property**'.

AND WHEREAS Merlin Projects Ltd. (MPL) one of the developer herein is a renowned developer of the city as well as having its activity of development Pan India basis and as a part of its activity has developed and constructed land mark buildings in the city of Kolkata and its suburbs. Merlin Projects Limited has acquired various pieces and parcels of land at Mouza - Baruipur adjacent and contiguous to the land holding of the Party of the First Part.

AND WHEREAS Panghat Agency Private Ltd, the other developer herein is a developer as well and as a part of its activity developing real estate properties in the city of Kolkata and its suburbs. Panghat Agency Private Ltd has also acquired various pieces and parcels of land at Mouza - Baruipur adjacent and contiguous to the land holding of MPL and the Party of the First Part.

AND WHEREAS the Parties of the Second Part have jointly formulated a scheme to develop a low budget housing project for middle income group of people. To formulate the said Scheme in a better manner, the Parties of the Second Part have also approached adjacent plot owners for comprehensive development and formulation of the said scheme in two phase.



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AND WHEREAS The Parties of the Second Part keeping in mind the implementation of the said Scheme in phased manner have earmarked a certain portion to be used and occupied as common passage for both the phase and Resident's Club.

AND WHEREAS Party of the First Part is willing to develop its 'Said Property' through the Developers herein in their Scheme of Phase - I.

AND WHEREAS in that process to implement the Phase - I of the aforesaid scheme the Parties of the Second Part and the Party of First Part have agreed to develop its 'Said Property' along with other land parcels of the developer and other land owners on the terms & conditions appearing hereinafter.

NOW THIS AGREEMENT WITNESSETH and it is agreed by and between the parties hereto as follows:

ARTICLE - I
DEFINITION

1. In these presents unless contrary and/or repugnant thereto the following expression shall have the following meaning:

1.1 **SAID PROPERTY:** shall mean all that piece and parcel of land along with the structures standing thereupon and more fully and particularly described in the **FIRST SCHEDULE** hereunder written.

1.2 **AREA ALLOCATION:** shall mean the constructed /saleable area and parking spaces to be shared by and between the parties herein in terms of this Agreement.

1.3 **PROJECT:** shall mean the design, development and construction of residential housing complex comprising of various self-contained independent flats/apartments, along with the car parking space, infrastructure, common areas, amenities and facilities, as may be planned by architect on the 'Said Property' with the other land parcels which are adjacent and contiguous to the '**Said Property**' as may be sanctioned by the concerned Municipal Authority/Panchayat/Zila Parishad Municipality .

1.4 **ENTIRE PROJECT:** shall mean the project of Residential Housing Complex on all that piece and parcel of 'Said Property' along/together with other land parcels, which are adjacent and contiguous to the 'Said Property' and / or have been acquired by the Developer.



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- 1.5 **ARCHITECT AND OTHER CONSULTANTS:** shall mean any person/s, agencies, to be appointed by the Developer as consultants for designing and planning of the proposed project to be constructed on the 'Said Property'.
- 1.6 **COMMON FACILITIES AND AMENITIES:** shall mean all facilities and amenities to be provided in the proposed 'Project' for common use of all Owner / occupants of the flats.
- 1.7 **OWNER:** shall mean the above said parties of the FIRST PART include their legal heirs, representatives, executors, administrators and assigns.
- 1.8 **DEVELOPER** shall mean the Party of the SECOND PART, include its successors, successor - in - office and/or assigns).
- 1.9 **NEW BUILDING/BUILDINGS:** shall mean and include all new buildings to be constructed by the Developer in accordance with the plan/s to be sanctioned by the concerned Authority / Authorities in the proposed "Project".
- 1.10 **PLAN:** shall mean plan or plans to be prepared by the Architect and sanctioned by the concerned authorities for the Development of the proposed 'Project' including any modification and/or additions, alternations thereof, hereinafter referred to as the '**Said Plans**'.
- 1.11 **SPECIFICATION:** shall mean the specifications of the material to be used for the construction of the new buildings, common area, amenities and facilities to be provided in the proposed Project as more fully mentioned in **THIRD SCHEDULE**.
- 1.12 **TRANSFER:** with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multistoried building/s to the Purchasers thereof.
- 1.13 **TRANSFeree:** shall mean a person, firm, limited company, and association of persons to whom any space in the new building will be transferred.
- 1.14 **DEVELOPMENT RIGHTS:** shall refer to the rights, powers, entitlements, authorities, sanctions and permissions to:
- i) To develop the 'Said Property' with the other land parcels which are adjacent and contiguous to the 'Said Property' and to construct new buildings thereon by the Developer solely at its own costs, expenses and effort in accordance with the plan to be sanctioned by



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the Municipal Authority/Panchayat/Zila Parishad Municipality with or without any amendment and/or modifications thereof made or caused to be made by the Developer hereto as per statutory requirement or suggested by the Architect for betterment of the development;

- ii) To prepare and submit to concerned Authorities all applications, plans and other permissions as may be required for the purpose of obtaining necessary sanctions from the appropriate authorities by the Developer on behalf of the Owner after making necessary alterations and/or modifications thereof, if required;
- iii) To appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development and construction of the Project;
- iv) To start booking of constructed space, accept advance and execute Sale Agreements of Developer's area;
- v) To carry out all the infrastructures and related work/constructions for the proposed Project, water storage facilities, water mains, sewages, storm water drains, recreation garden, electrical substations and all other common areas and facilities required to be constructed in the proposed 'Project';
- vi) To execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with all the marketing, leasing, licensing or sale of the constructed area comprised in the Project and to be constructed on the proposed 'Project' as envisaged herein and appear before the jurisdictional Sub Registrar/Registrar towards registration of the documents and to admit execution and present such document for registration of Developer's area;
- vii) To manage the proposed 'Project' and the built up areas and facilities/common areas comprised in the project and constructed in the proposed 'Project' and/ or to transfer/ assign such right of maintenance to any third party against collection of maintenance charges from the Transferees of the proposed project till handing over the Project to the Association of the Transferees to be formed;
- viii) To apply for and obtain any approvals in its name or in the name of the Owner, including any temporary connections of water, electricity, drainage and sewerage in the name of the Owner for the



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purpose of development and construction of the Project or for exploitation of the Development Rights in the Project;

ix) To act generally any and all other acts, deeds and things that may be required for the exercise of the Development Rights, including taking construction/ project loan from a financial institution/s or bank with deposit of Title Deeds and the Developer will have full right to create mortgage and charge, subject to the terms of this agreement and the Developer shall solely be liable and/or responsible for repayment of the loan together with the interest accrued thereon. It is agreed and understood that the Owner shall neither be held responsible in respect of such loan and Owner shall not be responsible and/or liable in any manner whatsoever in connection therewith and the Developer shall keep the Owner saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings arising there from including the Claim of the prospective purchasers of the Units.

x) **SALEABLE AREAS** shall mean Units, and other areas in the Building Complex capable of being transferred independently or as appurtenant of the Building Complex capable of being commercially exploited or transferred for money And wherever the context so permits or intends shall also include the proportionate undivided share in the land comprised underneath the respective New Buildings attributable to any Unit. For the purpose of calculation of saleable area, the built up area of the flat along with proportionate common area will be taken into consideration.

1.18 **INDEMNITY:** all the Parties hereto shall keep each other fully indemnified and harmless against any claim, loss, liability, cost, action or proceedings, that may arise against any party on account of any willful act or omission on the part of the other party or on account of any failure on the part of any party to discharge its liabilities/ obligations herein save and except in case of force majeure.

1.19 Words importing singular shall include plural and vice versa.

1.20 Words importing masculine gender shall include feminine and neuter genders - like - wise words imparting feminine gender shall include masculine and neuter genders and similarly words imparting neuter gender shall include masculine and feminine genders.

1.21 **FORCE MAJEURE:** shall mean the events and reasons specified below resulting in delay in compliance of the obligations of the parties herein i.e. to say:



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- i) Fire, flood, earthquake, storm, lightning causing damage to the new building or such unforeseen natural calamities;
- ii) Riots, civil commotions and disturbances, insurgency, enemy action or war;
- iii) Temporary/permanent interruption in the supply of utilities serving the Building Complex;
- iv) Injunction/orders of any government, civic bodies, Municipalities and/or other authorities restraining the construction of the new Building at the 'Said Property'.

ARTICLE II **INTERPRETATION**

In this agreement save and except as otherwise expressly provided.

- 2.1 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.
- 2.2 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.
- 2.3 When calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
- 2.4 All references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.
- 2.5 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.
- 2.6 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.



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2.7 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.

ARTICLE - III
REPRESENTATIONS AND ASSURANCES BY THE OWNER

3.1 At or before entering into this agreement the Owner have assured and represented to the Developer as follows:

- i) That the Owner are the absolute Owner of the entirety of the 'Said Property' having a marketable title in respect thereof.
- ii) That excepting the said Owner nobody else has any right, title, interest, claim or demand whatsoever or howsoever into or upon the 'Said Property'.
- iii) That the 'Said Property' is free from all encumbrances, charges, liens, lispendens, attachments, trusts, whatsoever or howsoever.
- iv) That the Owner have continued to remain in possession of the 'Said Property' without any interruption or disturbance and/or claim on any part of the 'Said Property' by any person and/or persons.
- v) That the Owner have full power and authority to enter into this agreement to develop, and the Owner have not entered into any agreement for sale, transfer lease and/or development, nor have created any third party's interest into or upon the 'Said Property' or any part or portion thereof.
- vi) That all rates, taxes, khazna and other outgoings payable in respect of the 'Said Property' up to the date of conversion of land for residential use have been paid and/or shall be paid by the Owner and have agreed to keep the Developer its successor and/or successors saved harmless and fully indemnified from all costs, charges, claim, actions, suits and proceedings.
- vii) That there is no suit or legal proceeding pending before any court of law nor there is any threat of any legal proceeding being initiated against the Owner to the best of their knowledge in respect of the entirety of the 'Said Property' on any account whatsoever or howsoever.



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viii) To the best of the knowledge of the Owner that there is no notice of acquisition from any authority(ies) for any purpose whatsoever.

ix) That the Owner do not hold excess vacant land under the meaning of Urban Land (Ceiling and Regulations) Act, 1976.

x) That there is no attachment under the Income Tax Act or under any of the provisions of the Public Debt Recovery Act in respect of the 'Said Property' or any part thereof nor any proceedings in respect thereof is pending nor any notice in respect of any such proceedings have been received or served on the Owner to the knowledge of the Owner and further the 'Said Property' is not affected by any requisition or acquisition or alignment of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings has been received or come to the notice of the Owner.

xi) That the names of the Owner have been recorded in the relevant records of rights published under the West Bengal Land Reforms Act, 1955.

3.2 Relying on the aforesaid representations and believing the same to be true and acting on good faith thereof the Developer have prima-facie accepted the title of the Owner, but in the event, any of the representations being found to be incorrect and/or false then and in that event it shall be the obligation of the Owner to cause the same to be remedied and/or rectified entirely at their own cost and efforts.

ARTICLE IV **DEVELOPER'S REPRESENTATION**

4. The Developers have represented and warranted to the Owner that the Developers are carrying on business of development and construction of real estate and have sufficient infrastructure and expertise in this field and adequate financial capacity to undertake the work of this Development.

ARTICLE V **COMMENCEMENT OF AGREEMENT**

5. This agreement has commenced and/or shall be deemed to have commenced on and with effect from the date of execution hereof.




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ARTICLE - VI
APPOINTMENT

6.1 Based on aforesaid express representations of the Developer and believing the same to be true the Owner have appointed the Developer to develop the 'Said Property'.

6.2 The Owner do hereby appoint the Developer to exclusively carry out the Development of the 'Said Property', on behalf of the Owner on the terms and conditions, as hereinafter contained.

ARTICLE - VII
POSSESSION

7. Notwithstanding anything contrary contained elsewhere in this Agreement, for the purpose of this Agreement alone, the Owner hereby agree to grant the Developer the right to occupy and use the 'Said Property' simultaneously with signing of this Agreement. The Developer shall be entitled to carry out survey, soil testing and other development related works at the 'Said Property'. The Developer hereby confirms and undertakes that such grant shall only act as a permissive possession of the 'Said Property' which shall at no point of time entitle the Developer to claim any title over the 'Said Property' save and except its allocation area as mentioned under this Agreement.

ARTICLE VIII
DEVELOPMENT RIGHTS

8.1. The Owner hereby grant subject to what has been herein provided exclusive right to the Developer to develop and to exploit commercially the 'Said Property' and to construct new multistoried buildings thereon, in accordance with the plan or plans to be sanctioned by the Municipal Authority/Panchayat/Zila Parishad Municipality with or without any amendment and/or modification thereto made or caused to be made by the parties hereto.

8.2. All applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary permission from the appropriate authorities for carrying on smooth construction work of the Project, the Developer shall pay and bear all fees including architect's fees, charges, construction costs and expenses required to be paid or deposited for the development of the said 'Said Property'.

8.3. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the 'Said Property' or any part thereof to the Developer or as creating any right title or interest in respect thereof to the Developer other than an exclusive



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right to the Developer for the purpose of development of the 'Said Property' in terms hereof and to deal with Developer's Allocation area, subject to providing the Owner Share as per the terms of these presents.

ARTICLE - IX
PLAN- PERMISSIONS

9. For the purpose of undertaking the development of the 'Said Property', the Developer shall prepare or cause to be prepared a map or plan and for the aforesaid purpose by an architect of repute engaged by it and submit the said plan to the concerned authority for sanction.

ARTICLE - X
DEVELOPERS OBLIGATIONS

10. The Developer at its own cost effort shall:
- i) Take all necessary steps for obtaining all permissions, clearances and sanctions and as may be necessary / required and shall do all acts, deeds and things required by any statute and to comply with the lawful requirements of all the authorities for the development of the 'Said Property' and completion of the proposed 'Project'.
 - ii) Remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the plan and have agreed to keep the Owner, saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.
 - iii) Determine and ascertain the built-up area of the residential spaces in the Project with the objective of optimum utilization of available space, keeping in mind the market scenario.
 - iv) In consultation with the Architect, shall determine as to what quality and specifications of building materials are to be used in construction of the new buildings and in the said 'Project'.
 - v) The Owner shall not remain responsible for any accident and/or mishap taking place while undertaking demolition of the existing structures, if any, at the "Said Property" and during the course of development, the developer have agreed to keep the Owner saved harmless and full indemnified from and against all costs, charges, claims, actions, suits and proceedings, in relation thereto.




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- vi) The Developer shall comply with all applicable laws and shall complete the development and construction of the Building strictly in accordance with the Sanctioned Building Plan and/or revised sanction plans.
- vii) The Developer alone shall be responsible and liable for the payment of any wages or compensation or other moneys payable to any workmen, contractor of the Developer for any work, dispute, accident or injury to such persons in the course of the proposed development on the "Said Property" and the 'Project'. The Developer and/or its contractors shall comply with all Labour Laws including ESIC, Provident Fund and Insurance payments and settle disputes and claims in event of death or injury to any persons on site engaged during development of the 'Project'.
- viii) The Developer shall be responsible to arrange all necessary finances and/or funds for the development of the proposed 'Project'. However, if required the Owner shall extend all necessary co-operation to the Developer for obtaining such finances and/or funds.
- ix) The Project shall be completed in all respects, including all required Common Areas, essential services like drainage, sewerage, water, electricity, telephone, landscaping and other amenities and facilities, as may be required for beneficial use of the flat Owner / occupiers in the proposed 'Project'.
- x) The Developer shall comply with the provisions of all statutes, rules and regulations as are applicable in connection with the development of the Project.
- xi) The Developer shall be entitled to amalgamate the 'Said Property' with the adjoining land and outright land, if required for integrated development for achieving better commercial exploitation of such amalgamated properties under development.

ARTICLE - XI
REFUNDABLE DEPOSIT

11. The Developer has agreed to pay to the Owner jointly a refundable deposit amount of Rs.5,00,000/- (Rupees Five Lakh only) in the following manner for observance and performance of terms of this Agreement:

- i) At execution and registration of this Development Agreement and Power of Attorney, the Developer will pay to the Owner a sum of Rs.5,00,000/- (Rupees Five Lakh only) and the Owner acknowledge to have received the same as per the Memo of Consideration, attached hereto.




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ii) Further, if in future also it is found that certain payments have been made by the Developer on behalf of the Owner, which the Owner ought to have paid for, then in such case the Owner shall adjust the same without raising any objection.

iii) It has been agreed by and between the parties hereto that the aforesaid security deposit shall be refunded by the owners to the developer in the following manner:

(a) The Developer shall give 30 (thirty) days advance intimation to the Owners for payment of 50% of the said security deposit to be refunded after completion of super structure of the proposed building to be constructed on the 'said property'.

(b) The Developer shall also give 30 (thirty) days advance intimation to the Owners for payment of balance 50% of the said security deposit before handing over of possession to the owners' of their allocation area.

(c) In case the owners do not refund the said security deposit within 60 days, as per clause iii (a) & (b) above, from the date of intimation by the developers, then in that case the developer shall adjust the same from the owners' allocation area at the then prevailing market rate less 15% (fifteen) percent for which the owners shall not raise any objection.

(d) Till the security deposit is refunded/adjusted by the owner to the developer, the developer will not handover possession of the owners allocation area for which owners cannot raise any objection.

ARTICLE - XII
TIME OF COMPLETION

12. It is agreed by and between the parties herein that the Developer shall develop the 'Said Project' in phase wise manner, depending on the market condition. However, the Developer shall complete the development of the proposed 'Entire Project' in all respects, within 84 (Eighty Four) months, including one year grace period, from the date of obtaining the sanction plan and/or vacant possession, of the said "Said Property" whichever is later, save and except in case of force majeure. However, the Developer shall submit the proposed plans for the project within 6 (six) months from the date of completion of conversion of the "Said Property" to the concerned Authority for sanction of the said Plans. The party of the first part shall be allotted flats in Phase - I of the project.



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12.1 It is agreed by and between the parties herein, that in case market condition is not suitable/favorable, for construction & completion of the said 'Project', in the abovesaid time period, in such event after completion of the first phase, all parties shall review the situation, and accordingly shall take a decision with regard to continuation of the balance development work or the other options thereof. However, if the developer decides not to continue with the project in Phase - I, a separate block/building will be made to handover the owners' allocation area.

12.2 In the event of delay by the Developer, as mentioned in clause 12 above, the Developer shall be liable to pay to the Owner at the rate of Rs.15,000/- (Rupees Fifteen Thousand) only per month for the period of delay.

ARTICLE - XIII **SPACE ALLOCATION**

13. In consideration of the Owner granted Development Right to the Developer it has been agreed by and between the parties herein the constructed space will be allocated in the following manner:

13.1 **OWNER'S ALLOCATION:** shall comprise of total **22%** (Twenty Two Percent) of the constructed area on the 'Said Property' proportionate to the total constructed area on the entire project, which shall include common areas, facilities, roof/terrace, car parking spaces (open and covered), being and attributable to the Owner's allocation area in terms of the sanctioned plan.

13.2 **DEVELOPER'S ALLOCATION:** shall comprise of total **78%** (Seventy Eight Percent) of the constructed area on the 'Said Property' proportionate to the total constructed area on the entire project, which shall include common areas, facilities, roof/terrace, car parking spaces (open and covered), being and attributable to the Owner's allocation area in terms of the sanctioned plan.

13.3 The Owner and Developer shall enter into a Supplementary Agreement, after the plan is sanctioned, to demarcate their respective allocation area in terms of this Agreement.

13.4 The Owner and Developer shall be entitled to enter into agreements for sale, transfer and/or long term lease in respect of their allocation, but it shall be the obligatory on the part of the Owner and Developer respectively to remain responsible whereby intending purchasers of their respective allocation shall be liable to contribute



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various amounts on account of the proportionate share and/or contribution towards the municipal rates, taxes, other outgoings, proportionately for the said flat/unit allocated to it including all amounts which may become payable on account of various amenities and facilities to be provided for the development of the entire project and/or the said complex including the electric substation and/or meters for providing the electricity, hereinafter referred to as 'Extra Development Charge' (EDC).

13.5 Apart from the above said the Owner and Developer shall also be responsible and liable for payment of the corpus fund and advance maintenance charges payable proportionately to their respective allocation area. In the event, if the Owner and Developer, deciding to retain for themselves, any of the flats, units, apartments, constructed spaces and car parking spaces then and in that event they shall be liable to pay and contribute the proportionate amounts as mentioned hereinabove, for such area retained by them. It is being made expressly clear that the developer will not hand over the possession of the owners' allocation area until and unless the owners make payment of the charges as mentioned in clause 11(iii), 13.4 as above and as also mentioned in this clause and for that the owner shall not have any objection for the same.

13.6 The parties hereto from time to time shall ensure that there is uniformity in the price at which each of the parties hereto shall sell and transfer their respective allocations and the agreements to be entered into with intending purchasers by the parties hereto shall be uniform and identical.

13.7 That it is agreed between the Owner and Developer that after receiving the payment of the entire amount of consideration, the Deed of the Conveyance will be executed by the Owner in favor of such intending Purchaser and the Developer will necessarily be a Confirming Party to such Deed of Conveyance and/or transfer, as the case may be. It is agreed and recorded that the Owner shall execute a Registered Power of Attorney in favor of the Developer for transfer of Property under developer's allocation area on behalf of the Owner.

ARTICLE - XIV **MARKETING OF PROJECT**

14.1 The Developer shall have the exclusive right and entitlement to market / advertise / promote the entire Project including the right to sell, transfer and otherwise dispose-off any Units and/or other constructed areas or spaces, parking spaces, commercial spaces (if any) and other facilities comprised in the Project on such terms and




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conditions and at such price from time to time as may be decided by the Developer. The Developer shall decide the basic sale price of each Unit before launching the Project. It has been agreed by and between the Parties herein, that the Owner shall be liable to pay the cost of marketing expenses and brokerage, calculated @ 5% of the gross sale proceeds to be received by the Owner, in case the owners decide to sell their allocated areas through the developer. Under no circumstances, the owner shall sell their allocated portion below the price as decided by the developer.

ARTICLE - XV
OWNER OBLIGATIONS

15.1 The Owner shall at its own cost and effort:

- i) Provide all the title related documents, as and when required by the Developer, for verification of the same, before the various authorities against the proper receipt thereof.
- ii) To co-operate with the Developer in all respect for development of the project in terms of this Agreement. Also to take necessary steps as may be advised by the Developer for amalgamation of the "Said Property", if required.
- iii) For the purpose of obtaining all permissions approvals and/or sanctions to sign and execute all deeds, documents and instruments as may be necessary and/or required to enable the Developer to undertake construction of the new building and/or buildings in accordance with the said plan.
- iv) To execute one or more Registered Power of Attorney/s, in favour of the Developer or its representative/s, as may be required for the development of the "Said Property".
- v) To vacate the building/tenant/occupier located in the "Said Property" occupied by them within 7 (seven) days from the date hereof.
- iv) Obtain mutation and pay necessary fees, charges etc. from BL&LRO and Municipality with respect to the "Said Property".

15.2 The Owner has further agreed by way of negative covenants:

- i) Not to cause any interference or hindrance in the development of the project by the Developer.



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- ii) Not to do any act, deed or thing whereby the Developer is prevented from selling, assigning or disposing of any portion.
- iii) Not to let out, grant lease, mortgage or charge or in any way transfer or encumber the "Said Property" save and except if the Developer create mortgage for availing construction finance.
- iv) That they shall be liable and responsible for any claim and/or demand of whatsoever nature, arising out of the Ownership/title to the 'Said Property'.

ARTICLE -XVI
DEFAULT AND REMEDIES

16. It is agreed between the parties herein that if for any unforeseen reasons and/or circumstances, attributed to the Owner, the Developer could not obtain the desired sanction plan and/or necessary approvals, clearances, permissions, in such event the Developer shall be entitled to cancel this agreement, and the Owner shall be liable to refund the Developer the total security deposit amount paid by the Developer under this agreement or any other agreement, together with interest @ 16% per annum and further all expenditures incurred by Developers on account of "Said Property" on behalf of Owner, similarly in case the Developer decides not to go ahead with the project, then in such case the Owner shall cancel this agreement and refund the said security deposit to the Developer within 60 days from the cancellation of this agreement. Till such time the security deposit amount is not refunded to the Developer the "Said Property" shall remain in charge with the Developer.

ARTICLE - XVII
PROJECT DECISIONS

17. The Developer alone shall, in the best interest of the Project and based on techno-commercial feasibility, be empowered to take decisions in respect of all matters including, but not limited to the following and the same will be binding on the:

- i) nature of development: Residential and/or Commercial.
- ii) materials to be used for the Project.
- iii) the name of the Project.

ARTICLE -XVIII
PROCEDURE

18.1 Simultaneously upon execution and registration of this agreement, the Owner shall execute a Registered Power of Attorney in favour of the Developer and/or its representative/s for the purpose of



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obtaining sanction plan and all necessary Approvals from different authorities in connection with the construction of the building and also for pursuing and following up matter with Municipal Authority / Panchayat / Zila Parishad Municipality and other authorities, also for entering into agreement for sale of Flats with the prospective Transferees along with the right to sell the Developer's allocation area and execution of Deed of conveyance in favour of prospective transferees of Developer's Allocation Area. Since the power of attorney is executed for consideration it confers agency coupled with interest and is irrevocable until completion of construction and sale of entirety of the developers area on the entire project.

18.2 Apart from the execution of the Specific Power of Attorney, the Owner shall execute as and when necessary all papers, documents, plans, etc. for the purpose of development of the project in terms of this Agreement.

ARTICLE - XIX **BUILDING**

19.1 The Developer shall at its own costs and efforts shall construct, erect and complete the New Buildings to be constructed for the development of the project, in accordance with the sanctioned plan and specification.

19.2 The Developer shall be authorized in the name of the Owner in so far as necessary to apply for and obtain quota entitlement and other allocation of or for cement steel bricks and other building materials allocable to the Owner for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity, power, drainage, sewerage and/or gas to the proposed New Building and other inputs and facilities required for the construction or for the better enjoyment of the building for which purpose the Owner shall execute in favour of the Developer or its representative/s as Power of Attorney and other authorities as shall be required by the Developer.

ARTICLE - XX **FORCE MAJEURE**

20.1 Notwithstanding anything contained under this Agreement, neither the Developer, nor the Owner shall be responsible for any delay or any breach if such delay or breach is caused by reason of any change of Law, Rules, Regulations or any Restrictions imposed by any Government or other Authority including any Judicial Authority, or by reason of war, civil commotion or natural calamity or any Act of God or due to any other similar reason beyond the reasonable control of the Developer or the Owner, as the case may be. That the completion period as stated above, shall automatically stand extended by the time



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period, which may be required for obtaining any new approval or clearance, if subsequently, imposed by any statutory authority / authorities during the construction period.

20.2 The period of delay occurring due to any Force Majeure event shall be excluded for computing the timelines stipulated in this Agreement. The Developer shall be entitled to corresponding extension of time for the days lost due to the factors stated above. Provided however, upon commencement of any Force Majeure reason, the effected party shall notify the other party of such situation within seven days of such commencement.

ARTICLE - XXI **OWNER'S INDEMNITY**

21.1 The Owner hereby undertake that the Developer shall be entitled to the development of the project and shall enjoy the same without any interference and/or disturbance PROVIDED the Developer performs and fulfills all the terms and conditions herein contained and on its part to be observed and performed.

21.2 The Owner shall not do any act, deed or thing whereby the Developer shall be prevented from construction and completion of the said New Building/s.

21.3 The Owner agree to indemnify, keep indemnified, defend and hold harmless the Developer and its directors, officers, employees, assigns and agents against any and all losses, expenses, claims, costs and damages suffered, arising out of, or which may arise in connection with respect to the right, title, Ownership and, to or upon the "Said Property".

ARTICLE - XXII **DEVELOPER'S INDEMNITY**

22.1 The Developer hereby undertakes to keep the Owner indemnified and indemnify the Owner against all third party claims and actions arising out of any sort of act or omission of the Developer in or relating to the development / construction of the Project.

22.2 The Developer hereby undertakes to keep the Owner indemnified against all actions suits costs proceedings and claims that may arise out of the Developer's action with regard to the development of the Project and/or in the matter of construction of the said Building and/or for any defect therein. However, in case any suit, cost, proceedings, claims arise out of owners' action on its allocation area, then in such case owners' shall be liable.



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22.3 If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise of the Developer, the Architect or their labour or contractors, the same shall be on account of the Developer and the Owner shall be fully absolved of any liability or claim thereof or there from.

22.4 The Developer agrees to indemnify, keep indemnified, defend and hold harmless the Owner and its assigns and agents against any and all losses, expenses, claims, costs and damages suffered, arising out of, or which may arise in connection with respect to any non-compliances, by the Developer, of the Applicable Laws for development and construction of the Project.

ARTICLE - XXIII **MISCELLANEOUS**

23.1 The Parties agree that in the event of any breach of the provisions of this Agreement, the Parties shall suffer irreparable harm and injury and damages would not be an adequate remedy and each of the Parties (at its sole discretion) shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief at a court or arbitral forum of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have under this Agreement or at law or in equity, including without limitation a right for damages.

23.2 The Owner shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relevant obligation is prevented by the existence of force majeure condition with a view that the obligation of the party affected shall be suspended for the duration of the force majeure condition.

23.3 Any notice required to be given by either party shall be without prejudice to any other mode of service available and shall be deemed to have been served on the other party if delivered by hand or sent by pre-paid registered post.

23.4 Nothing in these presents including possession shall be construed as a demise or assignment or conveyance in law by the Owner to the Developer or creation of any right, title or interest in respect thereof in favour of the Developer other than an exclusive



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license to the Developer to commercially exploit the same in terms hereof.

23.5 Any notice intended to be given by any party to the other shall be deemed to be properly and validly given only if it is delivered or sent by any means of recorded delivery, Registered Post A/D, Speed Post to the registered office addresses of the Owner and Developer.

23.6 The Owner and the Developer have entered into this Agreement purely as a contract and nothing contained therein shall be deemed to construe a partnership between the Developer and the Owner.

23.7 Stamp Duty, Registration Fees, GST, income tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body payable on the transfer, acquisition and/or handing over of the Owner's allocation by the Developer to the Owner shall be paid by the Owner. The Owner shall be solely responsible for payment of GST or any other sort of tax, applicable on the Owner's allocation and only on payment of such tax, the Developer will hand over the Owner's allocation for which the owner shall not raise any objection.

23.8 The Government of West Bengal has already implemented the West Bengal Housing Industry Regulation Act, 2017 (WBHIRA), as such the parties of this agreement shall be bound by their respective obligations under the said Act during the term of this Agreement.

23.9 After the completion of the project, the Owner of all apartments, units shall form an Association, and all the parties hereto shall cause each of the Apartment/Unit Owner to whom they would transfer their respective right, title and interest out of their respective allocation area, to compulsorily become a member of such Association. After formation of the Owner' Association, the Board of Management thereof shall be entitled to delegate the day to day function of the Association and/or shall be entitled to appoint any agency/agencies for maintenance purpose.

23.10 All the apartment / space Owner including the Owner herein shall abide by such rules, regulations and bye laws, as may be made applicable by the Developer for maintenance of the said complex, before the formation of the Apartment Owner' Association, and after the formation of Owner Association, to comply with and/or adhere to all such rules, regulations and bye laws of such Association.



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23.11 This Agreement is personal to the parties hereto and none of the parties shall be entitled to transfer and/or assign the benefits of this Agreement to any other person and/or persons without the consent of the other party, in writing.

23.12 If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part thereof shall, to that extent, be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected. All Agreements / Deeds, if any, executed prior to this Agreement containing any clause in contrary to those specified under this Agreement shall be deemed to be cancelled and of no effect to that extent.

23.13 The Owner and Developer after completion of the said Project and distribution of their respective unsold stock, shall punctually and regularly pay for their respective allocation area, the said Rates, Taxes and other outgoings, to the concerned authorities and all the parties shall keep others indemnified against all actions demands, costs, charges, expenses and proceedings, whatsoever directly or indirectly initiated against or suffered by or paid by any of them as the case may be in consequence upon default by the Owner and Developer in their behalf

ARTICLE - XXIV
GOVERNING LAW, JURISDICTION AND ALTERNATE DISPUTE
RESOLUTION

24.1 In the event of any dispute or difference arising between the parties, the courts / tribunals in Kolkata alone shall have exclusive jurisdiction to adjudicate on any matter concerning this Agreement to the exclusion of all other courts/tribunals.

24.2 This Agreement and the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.

ARTICLE - XXV
DISPUTE RESOLUTION AND FORUM

25.1 In case of any dispute, differences or questions arising between the parties with regard to the interpretation, meaning or scope of this Agreement or any rights and liabilities of the parties under this Agreement or out of this Agreement or in any manner whatsoever



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concerning this Agreement the same shall be referred to the joint arbitration of Advocate Saptarishi Dutta of Chakraborty & Associates at 6, Old post Office Street, Kolkata 700001 and Advocate Subrata Goswami of 10, Old post Office Street, Kolkata 700001. The arbitration shall be held according to the rules of the Arbitration and Conciliation Act, 1996, and/or statutory modification or enactment thereto and the Award made and published by the Arbitrators shall be final and binding on the parties. Arbitration shall be held in Kolkata and the language shall be in English.

25.2 Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

ARTICLE - XXVI
NO CANCELLATION

26.1 Save as aforesaid none of the parties shall be entitled to cancel and/or rescind this agreement and in the event of any default on the part of any party the other party shall be entitled to sue the party in default for specific performance of this agreement and for other consequential reliefs.

26.2 In the event of the Developer failing to complete the said entire project, within the completion date as mentioned in clause 12 above, then the Owners can claim compensation as per clause 11 (iv).

ARTICLE - XXVII
MORTGAGE OF LAND FOR LOAN

27.1 The Developer shall be entitled to arrange financing for the Project (**Project Finance**) by a Bank / Financial Institution (**Financier**). After sanction of the Plans and obtaining of all Approvals required for commencement of construction, the Developer shall be entitled to deposit original title deeds and documents of the said project with the Financier as security for the purpose of Project Finance in the manner that the Financier shall not have any right or lien in respect of the Owner's Allocation Areas. For the aforesaid purpose, the Owner will join as consenting / necessary party (if required by the Financier) to create a mortgage / charge in favour of the Financier for availing such Project Finance, Provided That the Owner shall not have any liability whatsoever to repay the loans obtained by the Developer and/or any interest, penalty or other amounts relating to the same (collectively **Project Finance Liability**) and the Developer hereby indemnifies and agrees to keep indemnified the Owner against any claim, liability or



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loss whatsoever relating to Project Finance / Project Finance Liability. The loans obtained by the Developer against the original title deeds and documents shall be used by the Developer only for the purpose of this Project and not for any other project or business. The Developer undertakes to make timely repayment of the Project Finance Liability without any default and in a manner that neither the Project nor the sales of the constructed spaces therein are adversely affected. If for any reason, because of such loan taken by the Developer, Owner becomes liable in any manner, then in such case the Developer will reimburse the liable amount to the Owner either by way of refund or by giving them an option to take equivalent value of flats in any other projects of the Developer at the then prevailing market rate less 15%.

THE FIRST SCHEDULE ABOVE REFERRED TO
(Said Property)

ALL THAT the piece and parcel of land measuring 44 decimals more or less at Mouza Baruipur, J.L no. 31, under Madarat Gram Panchayet, Post office : Madarat Battala, Police Station : Baruipur, Sub-Registry Office Baruipur, District: 24 Parganas (S).

Dag No:	Total Area in Dag (decimal)	Acquired Area: (decimal)	Classification of land
11277	10.33	10.33	Panbaroj
11276	17	17	Bagan
11287	8	8	Panbaroj
11286	6	6	Danga
11278	11	2.67	Panbaroj
	Total	44.00	

THE SECOND SCHEDULE ABOVE REFERRED TO
(Chain of Title)

WHEREAS the land transferred through sale deed dated 12th December, 2014 vide Deed No. 09277 for the year 2014 before District Sub - Registrar - IV, South 24 Parganas in book no. I, CD volume no. 55, page no. 712 to 730 in favour of Olivia Developers Private Limited, through its authorized signatory Aditya Kankaria and having its registered office at 87, Lenin Sarani, Kolkata - 700013 referred as the Purchaser from Soumen Bishnu Pal alias Soumen Kumar Pal, 2) Soumitra Pal alias Samir Kumar Pal both sons of Late Sanat Kumar Pal and both residing at Village & P.O. - Madarhat, P.S. - Baruipur, District - South 24 Parganas and 3) Snigdha Mallick wife of Krishna Mallick residing at Naskar, Mallick & Halder Para, Beliachandi, P.O. -




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Gocharan, P.S. - Joynagar, District - South 24 Parganas, Pin - 743391 through their constituted attorney 1) Mrinmoy Dey & 2) Pranab De both son of Late Shyam Sundar De both residing at residing at Madarhat Battala, P.O. - Madarhat, P.S. Baruipur, District - South 24 Parganas, Pin - 743610, referred as vendors of measuring land area 13 Decimals comprising in R.S. Dag No. 11277 & 11280 under the R.S. Khatian No. 6786 & 640 respectively of Mouza - Baruipur, J.L. No. 31, Tauzi No. 250 under Madarat Gram Panchayat P.S. Baruipur, District - South 24 Parganas.

AND WHEREAS the land transferred through sale deed dated 12th December, 2014 vide Deed No. 09276 for the year 2014 before District Sub - Registrar - IV, South 24 Parganas in book no. I, CD volume no. 55, page no. 693 to 711 infavour of Olivia Developers Private Limited, through its authorized signatory Aditya Kankaria and having its registered office at 87, Lenin Sarani, Kolkata - 700013 referred as the Purchaser from Soumen Bishnu Pal alias Soumen Kumar Pal, 2) Soumitra Pal alias Samir Kumar Pal both sons of Late Sanat Kumar Pal and both residing at Village & P.O. - Madarhat, P.S. - Baruipur, District - South 24 Parganas through their constituted attorney 1) Mrinmoy Dey & 2) Pranab De both son of Late Shyam Sundar De both residing at residing at Madarhat Battala, P.O. - Madarhat, P.S. Baruipur, District - South 24 Parganas, Pin - 743610, referred as vendors of measuring land area more or less 8.5 Decimal out of 17 Decimal comprising in R.S. Dag No. 11276 under the R.S. Khatian No. 2063 respectively of Mouza - Baruipur, J.L. No. 31, Tauzi No. 250 under Madarat Gram Panchayat P.S. Baruipur, District - South 24 Parganas.

AND WHEREAS the land transferred through sale deed dated 12th December, 2014 vide Deed No. 09275 for the year 2014 before District Sub - Registrar - IV, South 24 Parganas in book no. I, CD volume no. 55, page no. 672 to 692 infavour of Olivia Developers Private Limited, through its authorized signatory Aditya Kankaria and having its registered office at 87, Lenin Sarani, Kolkata - 700013 referred as the Purchaser from Soumen Bishnu Pal alias Soumen Kumar Pal, 2) Soumitra Pal alias Samir Kumar Pal both sons of Late Sanat Kumar Pal and both residing at Village & P.O. - Madarhat, P.S. - Baruipur, District - South 24 Parganas through their constituted attorney 1) Mrinmoy Dey & 2) Pranab De both son of Late Shyam Sundar De both residing at residing at Madarhat Battala, P.O. - Madarhat, P.S. Baruipur, District - South 24 Parganas, Pin - 743610, referred as vendors of measuring land area more or less 14 Decimal comprising in R.S. Dag No. 11286 & 11287 under the R.S. Khatian No. 1846 & 5635 respectively of Mouza - Baruipur, J.L. No. 31, Tauzi No. 250 under Madarat Gram Panchayat P.S. Baruipur, District - South 24 Parganas.



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AND WHEREAS the land transferred through sale deed dated 12th December, 2014 vide Deed No. 09278 for the year 2014 before District Sub - Registrar - IV, South 24 Parganas in book no. I, CD volume no. 55, page no. 731 to 749 infavour of Olivia Developers Private Limited, through its authorized signatory Aditya Kankaria and having its registered office at 87, Lenin Sarani, Kolkata - 700013 referred as the Purchaser from Soumen Bishnu Pal alias Soumen Kumar Pal, 2) Soumitra Pal alias Samir Kumar Pal both sons of Late Sanat Kumar Pal and both residing at Village & P.O. - Madarhat, P.S. - Baruipur, District - South 24 Parganas through their constituted attorney 1) Mrinmoy Dey & 2) Pranab De both son of Late ShyamSundar De both residing at residing at Madarhat Battala, P.O. - Madarhat, P.S. Baruipur, District - South 24 Parganas, Pin - 743610, referred as vendors of measuring land area more or less 8.5 Decimal out of 17 Decimals comprising in R.S. Dag No. 11276 under the R.S. Khatian No. 2063 respectively of Mouza - Baruipur, J.L. No. 31, Tauzi No. 250 under Madarat Gram Panchayat P.S. Baruipur, District - South 24 Parganas.

AND WHEREAS by virtue of a Deed of Exchange dated 27.04.2018 duly registered at the office of ADSR-Baruipur, 24 Parganas South, recorded in Book No. I, Volume No. 1611-2018, Pages 56832 to 56854, Being No. 2995 for the year 2018, Dipak Kumar Mondal therein referred to as the First Party and Olivia Developers Private Limited therein referred to the Second Party wherein the First Party got 6 decimals of land in Dag No. 11280 from the Second Party in Mouza Baruipur, under Madarat Gram Panchayat P.S. Baruipur, District - South 24 Parganas from the First Party and the Second Party got 3.33 decimals of land in Dag No. 11277 and 2.67 decimals of land in Dag No. 11278 in Mouza Baruipur, under Madarat Gram Panchayat P.S. Baruipur, District - South 24 Parganas from the First Party.

AND WHEREAS after becoming the Owner in respect of the above mentioned 'Said Property, the party of the First Part has mutated its name in the record of B.L.& L.R.O, Baruipur as owner of the 'Said Property'.

AND WHEREAS the total land parcel of the 'Said Property' is 44.00 decimals.

THE THIRD SCHEDULE ABOVE REFERRED TO
(Specification)

Foundation : R.C.C foundation and/or as may be recommended by the Structural Engineer and Soil Test Agency.



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Structure	:	Earthquake resistant RCC framed structure.
Water Supply	:	24 - hours filtered water supply.
Electrical	:	Provision for adequate light points inside the flats and common areas. Adequate power points for the installation of modern gadgets in every room. Provision for Geyser point in bathrooms Provision for Telephone & T.V in living and master bedroom. Switches of reputed brand. Safety equipment such as M.C.B for all flats.
Wiring	:	Concealed copper wiring, inside the flat and aluminium cable for outside, and/or as may be recommended by the consultant.
Wall Finish	:	Interior - POP finished walls. Exterior - Combination of antifungal and textured paint.
Flooring & Dado	:	Vitrified or Ceramic tiles for living room, dining room & bedrooms. Kitchen/Toilet floors and walls to be made with matt finish ceramic tiles (upto lintel height).
Toilet	:	Good quality ceramic tiles of a reputed brand. White porcelain sanitary ware of reputed brand (Hindware / Parryware or equivalent). CP fittings of a reputed brand with provision of Hot and cold water in shower area.
Door & Frame	:	Door frames made of seasoned and treated wood and good quality flush doors duly painted with quality hardware.
Window	:	Aluminum windows with clear glass.
Kitchen	:	Black stone counter top. Dado (wall) of ceramic tiles above counter upto 2 feet height. Stainless steel Sink.



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The specification contained herein is subject to alteration/modification on account of technical reason, if any.

(COMMON FACILITIES AND AMENITIES)

Amenities

- Elevator
- CCTV monitoring & surveillance system
- Optimum Power Backup for common area as well as flats.
- Intercom
- Community Hall, Gym and Indoor games
- Adda Zone
- Children's play area
- Water filtration plant
- Diesel generator set

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

SIGNED AND DELIVERED BY THE **OWNER** at Kolkata in the presence of:

- 1) G. Mukherjee
22, P.A.S. RD
KOL-33
- 2) Piyush Kanti Saha
45/A Port Blair Rd
Barrackpore
KOL-120

OLVIA DEVELOPERS PVT. LTD.

[Signature]
Authorised Signatory

(OWNER)

SIGNED SEALED AND DELIVERED BY THE **DEVELOPER** at Kolkata in the presence of:

- 1) G. Mukherjee
22, P.A.S. RD.
KOL-33.
- 2) Piyush Kanti Saha
45/A Port Blair Rd
Barrackpore
KOL-120

**MERLIN PROJECTS LTD.
Panghat Agency Pvt. Ltd.**

[Signature]
Authorised Signatory

(DEVELOPER)

Drawn by
Rinku
Dey
N.B. 457/04
Calcutta High Court



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Berhampur, South 24 Parganas

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MEMO OF CONSIDERATION

Received from the Merlin Projects Limited a sum of Rs.5,00,000/- (Rupees Five Lakhs only) as and by way of Refundable/Adjustable Interest Free Security Deposit as per the memo given below:

Cheque No.	Date	Amount (Rs)	Bank	In favour of
009280	09.11.2018	5,00,000/-	Kotak Mahindra, Park Street, Branch, Kolkata	Olivia Developers Private Limited

OLVIA DEVELOPERS PVT. LTD.

Arif Rabi

Authorised Signatory

(OWNER)

Witnesses:

1) G. Mehta.
22, P.A.S. RD
KOL-33.

2) Pijush Kumar Saha
45/A Port Blair line
Barrackpore
KOL-120




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	Thumb	1st finger	mid figure	ring finger	small finger
left hand					
right hand					

Name: ADITYA KANWARIA

Signature:



	Thumb	1st finger	mid figure	ring finger	small finger
left hand					
right hand					

Name: RACHIT SANGHVI

Signature:

	Thumb	1st finger	mid figure	ring finger	small finger
PHOTO	left hand				
	right hand				

Name:

Signature:



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Directorate of Registration & Stamp Revenue
e-Challan

GRN: 19-201819-030234093-1 Payment Mode Online Payment
GRN Date: 01/11/2018 17:44:33 Bank: IDBI Bank
BRN: 188715766 BRN Date: 01/11/2018 17:48:14

DEPOSITOR'S DETAILS

Id No. : 16111000278469/4/2018

[Query No./Query Year]

Name : MERLIN PROJECTS LTD
Contact No. : Mobile No. : +91 9230627400
E-mail :
Address : 22 PRINCE ANWARSHA ROAD KOLKATA 700033
Applicant Name : Mr Aditya Kankaria
Office Name :
Office Address :
Status of Depositor : Buyer/Claimants
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 4

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	16111000278469/4/2018	Property Registration- Stamp duty	0000-02-103-003-02	19911
2	16111000278469/4/2018	Property Registration- Registration Fees	0030-03-104-001-16	5014

In Words : Rupees Twenty Four Thousand Nine Hundred Twenty Five only **Total** 24925



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Aditya Kankaria



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Baruipur, South 24 Parganas

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Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.D.S.R. BARUIPUR, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16111000278469/2018

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Aditya Kankaria 46 Garcha Road, P.O:- Ballygunge, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700019	Representative of Land Lord [Olivia Developers Pvt Ltd]			
2	Mr Rachit D Sanghvi 22 Prince Anwar Shah Road, P.O:- Tollygunge, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033	Representative of Developer [Ms Merlin Projects Ltd] [Ms Panchat Agency Pvt Ltd]			



[Signature]
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South 24 Parganas

15 NOV 2018

Sj No.	Name and Address of identifier	Identifier of	Signature with date
1	Tanmoy Podder Son of Sudhan Podder 22 Prince Anwar Shah Road, P.O:- Tollygunge, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033	Mr Aditya Kankaria, Mr Rachit D Sanghvi	<i>Tanmoy Podder</i> 15/11/18

(Shakil Kamran Siddiqui)
 ADDITIONAL DISTRICT
 SUB-REGISTRAR
 OFFICE OF THE A.D.S.R.
 BARUIPUR
 South 24-Parganas, West
 Bengal





Addl. District Sub-Registrar
Baruipur, South 24 Parganas

15 NOV 2018

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
AHSPD3491P



नाम / Name
RAGHAV SANGHVI

पिता का नाम / Father's Name
DINESH BHAI SANGHVI

जन्म तिथि / Date of Birth
28/06/1985

Signature

15082018

यदि कार्ड खो जाये/यदि किसी का कार्ड मिले तो/यदि/

आयकर विभाग, पुणे, परिसर में भेजें
- श्री. राजेश, अर्थ सहायक,
कक्षा नं. 341, न्यू नं. 997/A,
मोडल कॉलोनी, नगर विकास बोर्ड रोड,
पुणे - 411 016.

If this card is lost / someone's lost card is found,
please inform / return to :

Income Tax PAN Services Unit, NSDI
5th Floor, Mantri Sterling,
Plot No. 341, Survey No. 997/A,
Model Colony, Near Deep Bunglows Chowk,
Pune - 411 016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
e-mail: itnsdi@nsdi.co.in





Addl. District Sub-Registrar
Baruipur, South 24 Parganas

15 NOV 2018

Major Information of the Deed

Deed No :	I-1611-07776/2018	Date of Registration	16/11/2018
Query No / Year	1611-1000278469/2018	Office where deed is registered	
Query Date	26/10/2018 2:25:39 PM	A.D.S.R. BARUIPUR, District: South 24-Parganas	
Applicant Name, Address & Other Details	Aditya Kankaria 46B Garcha Road,Thana : Gariahat, District : South 24-Parganas, WEST BENGAL, PIN - 700019, Mobile No. : 9230627400, Status : Seller/Executant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 1], [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-]		
Set Forth value	Market Value		
Rs. 2,10,000/-	Rs. 1,12,52,384/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,011/- (Article:48(g))	Rs. 5,014/- (Article:E, E, B)		
Remarks			

Land Details :

District: South 24-Parganas, P.S.- Baruiপুর, Gram Panchayat: MADARAT, Mouza: Baruiপুর

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR		Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-11277	RS-6786	Bastu	Pan Baroj	10.33 Dec	50,000/-	26,41,753/-	
L2	RS-11276	RS-6786	Bastu	Bagan	17 Dec	1,00,000/-	43,47,512/-	
L3	RS-11287	RS-6786	Bastu	Pan Baroj	8 Dec	20,000/-	20,45,888/-	
L4	RS-11286	RS-6786	Bastu	Danga	6 Dec	20,000/-	15,34,416/-	
L5	RS-11278	RS-6786	Bastu	Pan Baroj	2.67 Dec	20,000/-	6,82,815/-	
TOTAL :					44Dec	2,10,000 /-	112,52,384 /-	
Grand Total :					44Dec	2,10,000 /-	112,52,384 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Olivia Developers Pvt Ltd 87 Lenin Sarani, P.O.- Taltola, P.S.- Taltola, District:-Kolkata, West Bengal, India, PIN - 700013 , PAN No.: AAACO8795R, Status :Organization, Executed by: Representative, Executed by: Representative

Major Information of the Deed :- I-1611-07776/2018-16/11/2018

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Ms Merlin Projects Ltd 22 Prince Anwar Shah Road, P.O:- Tollygunge, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033 , PAN No.:: AACCM0505B, Status :Organization, Executed by: Representative
2	Ms Panchat Agency Pvt Ltd 33A Chandranath Chatterjee Street, P.O:- Bhawanipore, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700025 , PAN No.:: AAACP9879K, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Aditya Kankaria (Presentant) Son of Mr Bijay Kumar Kankaria 46 Garcha Road, P.O:- Ballygunge, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ARHPK1169N Status : Representative, Representative of : Olivia Developers Pvt Ltd (as authorized signatory)
2	Mr Rachit D Sanghvi Son of Mr Dinesh Sanghvi 22 Prince Anwar Shah Road, P.O:- Tollygunge, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AHSPD3491P Status : Representative, Representative of : Ms Merlin Projects Ltd (as authorized signatory), Ms Panchat Agency Pvt Ltd (as authorized signatory)

Identifier Details :

Name & address	
Tanmoy Podder Son of Sudhan Podder 22 Prince Anwar Shah Road, P.O:- Tollygunge, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , Identifier Of Mr Aditya Kankaria, Mr Rachit D Sanghvi	

Major Information of the Deed :- I-1611-07776/2018-16/11/2018

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Olivia Developers Pvt Ltd	Ms Merlin Projects Ltd-5.165 Dec,Ms Panchat Agency Pvt Ltd-5.165 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Olivia Developers Pvt Ltd	Ms Merlin Projects Ltd-8.5 Dec,Ms Panchat Agency Pvt Ltd-8.5 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Olivia Developers Pvt Ltd	Ms Merlin Projects Ltd-4 Dec,Ms Panchat Agency Pvt Ltd-4 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	Olivia Developers Pvt Ltd	Ms Merlin Projects Ltd-3 Dec,Ms Panchat Agency Pvt Ltd-3 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	Olivia Developers Pvt Ltd	Ms Merlin Projects Ltd-1.335 Dec,Ms Panchat Agency Pvt Ltd-1.335 Dec

Endorsement For Deed Number : I - 161107776 / 2018

On 26-10-2018

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 1,12,52,384/-

Shakil Kamran Siddiqui

**Shakil Kamran Siddiqui
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BARUIPUR
South 24-Parganas, West Bengal**

On 15-11-2018

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

Presented for registration at 19:37 hrs on 15-11-2018, at the Private residence by Mr Aditya Kankaria ,

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

Execution is admitted on 15-11-2018 by Mr Aditya Kankaria, authorized signatory, Olivia Developers Pvt Ltd (Private Limited Company), 87 Lenin Sarani, P.O:- Taltola, P.S:- Taltola, District:-Kolkata, West Bengal, India, PIN - 700013

Identified by Tanmoy Podder, . . . Son of Sudhan Podder, 22 Prince Anwar Shah Road, P.O: Tollygunge, Thana: Charu Market, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Hindu, by profession Service

R

Major Information of the Deed :- I-1611-07776/2018-16/11/2018

Execution is admitted on 15-11-2018 by Mr Rachit D Sanghvi, authorized signatory, Ms Merlin Projects Ltd (Partnership Firm), 22 Prince Anwar Shah Road, P.O:- Tollygunge, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033; authorized signatory, Ms Panchat Agency Pvt Ltd (Partnership Firm), 33A Chandranath Chatterjee Street, P.O:- Bhawanipore, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700025

Indetified by Tanmoy Podder, . . Son of Sudhan Podder, 22 Prince Anwar Shah Road, P.O: Tollygunge, Thana: Charu Market, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Hindu, by profession Service

Shakil Kamran Siddiqui

Shakil Kamran Siddiqui
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BARUIPUR
South 24-Parganas, West Bengal

On 16-11-2018

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,014/- (B = Rs 5,000/- ,E = Rs 14/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 5,014/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/11/2018 5:48PM with Govt. Ref. No: 192018190302340931 on 01-11-2018, Amount Rs: 5,014/-, Bank: IDBI Bank (IBKL0000012), Ref. No. 188715766 on 01-11-2018, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,011/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 19,911/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 000472, Amount: Rs.100/-, Date of Purchase: 01/10/2018, Vendor name: Samiran Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/11/2018 5:48PM with Govt. Ref. No: 192018190302340931 on 01-11-2018, Amount Rs: 19,911/-, Bank: IDBI Bank (IBKL0000012), Ref. No. 188715766 on 01-11-2018, Head of Account 0030-02-103-003-02

Shakil Kamran Siddiqui

Shakil Kamran Siddiqui
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BARUIPUR
South 24-Parganas, West Bengal

Major Information of the Deed :- I-1611-07776/2018-16/11/2018

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1611-2018, Page from 147865 to 147905
being No 161107776 for the year 2018.



Shakil Kamran Siddiqui

Digitally signed by SHAKIL KAMRAN
SIDDIQUI
Date: 2018.11.19 14:56:51 +05:30
Reason: Digital Signing of Deed.

(Shakil Kamran Siddiqui) 19-11-2018 14:56:34
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BARUIPUR
West Bengal.

(This document is digitally signed.)

