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Certified that the document is admitted to registration and the Signature Sheet/ Sheets and the endorsement Sheet/ Sheets attached with this document are the Part of this document.

Additional District Sub-Registrar.
Contai-I.

03 JUN 2024

Dipul Rayjans
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DEVELOPMENT AGREEMENT

NRT REAL ESTATE PRIVATE LIMITED
Tian Kumar Patra
DIRECTOR

A.K. Jaisri
1388
Contai-I

This Agreement is made on this the 31st day of May-2024

BETWEEN

1. **Shri Souvik Nanda**, Pan No. AOXP6916P, S/o of Mr. Rashbehari Nanda, resident of At- Athilagari, Ward No. 16, P.O.& PS. - Contai, Dist - Purba Medinipur, W.B. Pin 721401, by faith - Hindu, by nationality - Indian, by Occupation - Business.

2. **Shri Bipul Ranjan**, Pan No. AQCPP5985H. S/o - Mr. Naresh Poddar, At - 666/1, Ward No. 04, Near FLR. Vidyasagar Ankush Club, P.O. & PS. -Khargpur Twon, Dist. - Paschim Medinipur, Pin 721305, W.B. by faith - Hindu, by nationality - Indian, by Occupation - Business. hereinafter referred to as OWNER (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the heirs, executors, administrators, legal representatives, nominees and assigns) hereinafter referred to as the "PARTY" of the **FIRST PART**.

Bipul Ranjan
Souvik Nanda

AND

NNT REAL ESTATE PRIVATE LIMITED (Pan-AAJCN2775K) a Private Limited Company having it's office at -Athilagori, P.O. + P.S. Contai, Dist.- Purba Medinipur, West Bengal, Pin- 721401, being represent by its **DIRECTORS Shri Tinku Kumar Patra** (Pan AMZPP0019K) Son of Shri Madan Kumar Patra, by Profession - Business, by faith - Hindu, by Nationality - Indian, residing at Shapur, P.O. Monglamaro, P.S.- Patashpur, Dist. - Purba Medinipur, Pin 721401, hereinafter called as the **DEVELOPERS/PROMOTERS** (Which term and expression shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include its successors/successors-in -interest, legal representatives and assigns) of the **SECOND PART**.

NNT REAL ESTATE PRIVATE LIMITED
Tinku Kumar Patra
DIRECTOR

WHEREAS -1) Including the following the asset under schedule 'A' & 'B' custodial property we Mr. Souvik Nanda & Mr. Bipul Ranjan As the owner and Possessor by Purchase from one Mr. Chinmoy Kumar Maity on the basis of Sale Deed No. I-576 Dated 24/01/2023 in Mouza - Athilagori, ADSR Contai, R.S. Dag No. 492/1719 & L.R Dag No. 632 & R.S Dag No. 494/1735 & L.R Dag No. 633 ,Rayat Sthitiban, under the district of the then Purba Medinipur, West Bengal. hereinafter referred to as the said **PROPERTY/ PREMISES** (more fully described in the First Schedule here under written) and Sufficiently seized & Possessed of the said property free from all encumbrances, charges. liens, lispence, attachment trust whatsoever and howsoever.

2) The first part approached the developer herein the develop the said property and the Developer herein agreed to the same upon constructing a multi storied Residential building thereon;

N. S. Nanda

3) The OWNER further confirmed that except the OWNER herein there is none to claim in the said Property.

4) The first Part will satisfy the Developer and /or its representatives regarding his absolute right title interest in the said property.

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

ARTICLE - I: REPRESENTATION AND ASSURANCES OF THE OWNER

1. BEFORE EXECUTION OF THIS AGREEMENT THE OWNER HAVE REPRESENTED AND ASSURED TO THE DEVELOPER AS FOLLOWS :

i) That the said property is free from all encumbrances, charges, liens, lispensens, attachments whatsoever or howsoever.

ii) That excepting the present OWNER nobody has any right title, interest, claim, demand, whatsoever, or howsoever, into or upon the said property.

iii) That there is no notice or acquisition or requisition received or pending in respect of the said property or any portion thereof.

iv) The OWNER also assured that the said property does not fall under the urban land (Ceiling & Regulation) Act 1976.

v) The OWNER have declared to the Developer that the owner have a marketable title in respect of the said premises including the said building situated thereon without any claim, right, title, interest of any person thereon or therein and the OWNER have absolute right to enter into this agreement with the Developer and the OWNER hereby undertake to indemnify and keep the Developer indemnified against any third party's claims actions and demands whatsoever with regard to the title and OWNER ship of the OWNER.

vi) There are no tenant/ tenants in the said property and the OWNER is enjoying uninterrupted physical and khas possession of the said property.

vii) The OWNER shall handover the remaining area of the said premises free from all types of encumbrances within 30 days from the date of obtaining sanction building plan from the Contai Municipality or within 3 months from the date of execution of this agreement, whichever is later.

viii) That The OWNER have not entered into any agreement with any other person of person / company or companies in connection with the development/ sale / transfer of his right, title, interest in respect of the said property or any portion thereof prior to execution of this Development Agreement.

ix) The OWNER shall take all steps to convert the classification of land to BASTU in the records of the concerned authority.

ARTICLE-II: REPRESENTATION AND ASSURANCES OF THE DEVELOPER.

2.1. The Developer has represented that the Developer has prima facie satisfied with regard to the title of the property. The Developer shall cause all necessary searches at its own costs with regard to the marketability of the title of the property and shall cause paper publication. However the OWNER hereby undertake to keep the Developer indemnified against all the third party's claims with regard to the title in respect of the

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NNT REAL ESTATE PRIVATE LIMITED
Tiwari Kumar Poon
DIRECTOR

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said property and further undertake not to create any encumbrances on the premises or on any part thereof.

2.2. The Developer has received symbolic possession of the building lying and situate in the said premises from the OWNERS in terms of this development agreement.

ARTICLE - III: DEFINITION

3. In This agreement unless there be something contrary or repugnant to the subject or context.

i) ASSOCIATION - shall mean a society or syndicate or Association to be promoted and formed by the Developer for maintenance of the said residential - cum - commercial building.

ii) PARKING SPACE - Shall mean the covered / open space in the premises for parking of a medium sized motorcar.

iii) PREMISES/PROPERTY:- shall mean land lying and situated in district Purba Medinipur, Post Office & Police Station Contai, Sub - Registry office. Contai, Contai Municipal ward No 17, Mouza - Athilagori, ADSR Contai, under parcel of land measuring 5 decimal R.S. Dag No. 492/1719 & LR Dag No. 632 Piece and parcel of land measuring 5 decimal & r.8 Dag No. 494/1735 & L.R Dag No. 633, Rayat Sthitiban more fully described in the First Schedule hereunder written delineated in the plan or map annexed hereto and border in red thereon.

iv) OWNER - shall mean 1. Shri Souvik Nanda. Pan No. AOXP69 1 6P, S/o of Mr. Rashbehari Nanda, resident of At- Athilagari, Ward No. 16, P.O.& PS. - Contai, Dist - Purba Medinipur, W.B. Pin 721401, by faith - Hindu, by nationality - Indian, by Occupation - Business. 2. Shri Bipul Ranjan, Pan No. AQCPP5985H. S/o - Mr. Naresh Poddar, At - 666/1, Ward No. 04, Near FLR. Vidyasagar Ankush Club, P.O. & PS. - Khargpur Twon, Dist - Paschim Medinipur, Pin 721305, W.B. by faith - Hindu, by nationality - Indian, by Occupation - Business. and her legal heirs, legal representatives, executors, administrators and / or assigns.

v) DEVELOPER -shall mean **NNT REAL ESTATE PRIVATE LIMITED** (Pan-AAJCN2775K) a Private Limited Company having it's office at -Athilagori, P.O. + P.S. Contai, Dist.- Purba Medinipur, West Bengal, Pin- 721401, being represent by its **DIRECTORS** Shri Tinku Kumar Patra (Pan AMZPP0019K) Son of Shri Madan Kumar Patra by Profession - Business, by faith - Hindu, by Nationality - Indian, residing at Shapur, P.O. Monglamaro, P.S.- Patashpur, Dist. - Purba Medinipur, Pin 721401, Which includes its successor/ successors in interest, legal representatives, executors, administrators and/ or assigns and other co- Developer to be nominated by the Developer.

vi) MULTISTORIED RESIDENTIAL BUILDING - shall mean the building to be constructed on the said land measuring about 18 Decimals be little more or less lying and situated in Distret Purba Medinipur, Post Office & Police Station Contai, Sub Registry Office Contai, Contai Municipal Ward No.15, Mouza - Athilagori, ADSR Contai, under parcel of land mearsuring 5 decimal R.S. Dag No. 492/1719 & LR Dag No. 632 & R.S Dag No. 494/1735 & L.R Dag No. 633, Rayat Sthitiban. by the Developer in accordance with the plan to be sanctioned by Contai municipality.

vii) BUILDING PLAN - Shall mean the plan or plans of the proposed buildings to be prepared by the Architect to be appointed by the Developer and submitted by the Developer on behalf of the WNER to CONTAI Municipality for obtaining sanction at

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NNT REAL ESTATE PRIVATE LIMITED
Tinku Kumar Patra
DIRECTOR

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the cost and efforts of the Developer for construction of multi -storied residential - cum - commercial building to be constructed on the land lying and situated in District Purba Medinipur, Post Office & Police Station Contai, Sub Registry Office Contai, Contai Municipal Ward No. 15, Mouza - Athilagori, ADSR Contai, R.S. Dag No. 492/1719 & L.R Dag No. 632 & R.S Dag No. 494/1735 & L.R Dag No. 633, Rayat thitiban and the same to be sanctioned by Contai Municipality and shall include and revised and /or amendment thereto and /or modification therein or caused to be made by the Developer with the consent of the OWNER from time to time.

viii) **OWNER'S ALLOCATION** - shall mean 30% of the constructed area of the entire constructed area and 30% of the ultimate roof of the building together with proportionate right over the common areas and /or common facilities and/ or common amenities and open space on pro rata basis, as fully and particularly said out in PART-I of the second schedule hereunder written.

ix) **DEVELOPER'S ALLOCATION** - shall mean 70% of the constructed area of the entire constructed area and 70% of the ultimate roof of the Building together with proportionate right over the common areas and /or common facilities and /or common amenities and open space on pro rata basis, as fully and particularly said out in PART-II of the second schedule hereunder written.

x) **COMMON AREA AND FACILITIES** - shall mean staircase, pathways, right over the service area, corridor, drains, sanitary water pipes, electric and telephone wiring, statutory fire fighting facilities, lift, lift shafts, corridors, passage ways, drive ways, entrance, motor room, water pump room, water reservoir, overhead water tanks, generator room and facility whatsoever appurtenant to the said proposed multistoried residential-cum-commercial building.

xi) **COMMON EXPENSES** - shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the New Building/s and the said premises and in particular the Common Areas and installations and other common purposes and rendition of services in common to the purchasers/holders of units therein.

xii) **COMMON PURPOSES** - shall mean and include the purpose of managing maintaining upkeep and administering the New Building/s and the said premises and in particular the Common Areas and Installations, rendition of services in common to the purchasers/holders of units in the New building/s, collection and disbursement of the common expenses and dealing with all matters of common interest of the purchasers/ holders of units in the new building/s.

xiii) **UNITS** - shall mean all the saleable spaces/ constructed areas in the new building/s, be they flats, apartments. shops, offices, showrooms, commercial / retail spaces etc., capable of being independently and exclusively held used occupied and enjoyed and shall include the open terraces. if any attached to any unit/s.

xiv) **SPECIFICATIONS** - shall mean the general specifications and / or materials to be used for construction erection and completion of the OWNER's Allocation as more fully and particularly described in the THIRD SCHEDULE hereunder written.

xv) **FORCE MAJURE** shall mean and include the circumstances beyond the control of the Developer such as fire, explosion, earthquake, lightning, accumulation of rain water or any unforeseen weather condition, lockout strike go-slow, riots, civil disturbances insurgency enemy action, war declared or undeclared, temporary of permanent interruption in the supply of utilities serving the project in connection with

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NNT REAL ESTATE PRIVATE LIMITED
← From K. M. Park
DIRECTOR

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the work, injunction or orders of any government / civic bodies/ Contai Municipality or any other authorities.

xvi) **NOTICE** shall mean and include all notices to be served hereunder by either of the parties to be other shall be deemed to have been served on the 4th day of the date the same has been delivered for dispatch to the postal Authority by registered post with acknowledgement due at the last known address of the parties hereto.

xvii) **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 multistoried buildings to purchasers thereof and will include the meaning of the said terms as defined in the income tax act 1961 and the Transfer of Property Act.

xviii) Words importing singular shall include plural and vice versa.

xix) words importing masculine gender shall include Feminine and Neuter genders and likewise words importing feminine gender shall include masculine and neuter genders and similarly words importing Neuter gender shall include masculine and feminine genders.

ARTICLE – IV: INTERPRETATIONS

4. **INTERPRETATIONS:** In this agreement (Save to the extent that the context otherwise so requires).

i) Any reference to any act of Parliament or legislature whether general or specific shall include any modification extension or re-enactment of it for the time being in force and all rules, instruments, orders, plans, regulations, bye laws permissions or directions any time issued under it.

ii) Reference to any agreement contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated in writing.

iii) A reference to a statutory provision shall include a reference to any modification or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.

iv) Any reference to this agreement or any of the provision thereof shall include all amendments and modification made to this agreement in writing from time to time.

v) The Schedules to this Agreement shall have effect and be construed as an integral part of this agreement.

ARTICLE - V: DEVELOPER'S REGHTS AND OBLIGATION.

5.1 DEVELOPER'S RIGHTS:

a) The Developer shall cause a paper publication of this Development transaction in the newspaper and shall make necessary searches before the concerned authority and the OWNER shall be liable to make marketable title to the said property.

b) The OWNER doth hereby permit and grant exclusive right to the Developer to develop the said Premises/ Property by constructing New Building's thereat in accordance with the plan as be sanctioned by the concerned authorities for mutual benefit and for the consideration and on the terms and conditions herein contained.

c) That the OWNER do herby grant the exclusive right of development of the said property unto and in favour of the Developer with the intent and object that the

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DIRECTOR

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Developer can get the necessary map or plan prepared by a duly authorized architect for being submitted to the Contai Municipality (hereinafter called as Municipality) for sanction and shall construct, erect and complete the Multistoried Residential -cum - commercial building on the said premises being complete in all respects in accordance with the plan to be sanctioned by the said MUNICIPALITY (including modification thereof) and specification as provided in the third Schedule written hereunder.

d) The rights granted to the Developer to develop the said premises shall not be revoked or terminated by the OWNER so long the Developer is ready and willing to comply with its obligations herein contained and to act in terms of this agreement.

e) Simultaneously with sanction of the Plan. the Developer shall undertake the work of construction thereat.

f) It is recorded that the OWNER have in the meantime deposited the original title deeds of the said Premises with the Developer inter alia for purposes related to plan sanction. approval of projects by banks/ financial institutions etc. and other purposes with liberty to the Developer to deliver the same to banks/ financial institutions etc. in case so required to enable the Developer for obtaining loans etc. from such banks/ financial institutions etc. by creating charge or lien on the Developers Allocation and shall also give a consent letter for Property mortgage in favour of the Bank and financial institutions PROVIDED HOWEVER no financial liability shall be foisted upon the OWNER in any manner whatsoever or on the OWNER'S allocation.

g) The Developer shall prepare the plan for construction of Building/s at the said Premises in consultation with the OWNER and shall apply to the concerned authorities for sanction of the same in the name of the OWNER.

h) During preparation and sanction of the plan, the Developer shall endeavor to utilize maximum possible FAR (floor Area Ratio)/FSI (Floor Space Index) available in respect of the said Premises.

i) In Case any Permission or clearance or no objection of any authority be required for plan sanction, construction and development etc. [including clearances under the urban land (ceiling & regulation) act 1976], then the Developer shall render all assistance and co -operation to the OWNER in obtaining the same.

j) In case the OWNER make any request to the Developer in writing seeking structural/ civil changes in the OWNER allocation after sanction of the plan, then the OWNER shall be liable for all costs and expenses in connection therewith.

k) In case after sanction of the plan, any additional floor/ storey / area is sanctioned by the concerned authorities, then the same shall belong to the Developer.

l) The sanction fee for sanction of the plan for the New Building/s shall be borne and paid by the Developer.

m) For the purposes connected with the preparation, submission and sanctioning of the plans, the OWNER shall render all co - operation and assistance to the Developer in getting the premises surveyed and soil thereof tested and shall sign execute and deliver and submit all papers plans applications documents and other papers and documents, if available, relating to the said premises as may from time to time be required of by the Developer and/or the Architects

n) The Developer shall have all necessary authorities for undertaking and carrying out works for and incidental to the construction and completion of the New Building/s and

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obtaining inputs, utilities and facilities therein and the OWNER agree to execute such papers and documents and do such other acts deeds and things as be reasonably required by the Developer therefore.

o) For the purpose of construction of the New Building/s, the Developer shall be entitled to appoint engage an employ such contractors, Subcontractors, engineers, labourers, mistries, caretakers, guards and other staffs and employees and at such remuneration and on such terms and conditions as be deemed necessary by the Developer. Staff and employees engaged by the Developer, if any, shall be the employees of the Developer and the OWNER shall not in any way be liable or responsible for their salaries, wages, remuneration etc.

p) The Developer shall have the right to appoint any Co- Developer or Financer for smooth and successful completion of the construction of the Multistoried building.

5.2 THE DEVELOPOER SHALL BE ENTITLED :

a. To construct and complete the said multi-stored residential- cum- commercial building in all respect in terms of this agreement and in accordance with the plan to be sanctioned by the authorities concerned and asper the specifications mentioned in the Third Schedule within the specified time stated hereinabove.

b. To enjoy negotiate and enter into Agreement for Sale with buyers and accept advance and / or consideration money for the disposal of Developer's allocation as its may think fit and proper from all such person or persons of this choice, without any interference from the OWNER.

c. The Developer will be entitled to enter into an Agreement for Sale and/ or transfer the respective share of its own allocation in the proposed building and for entering into such agreement with the prospective buyers the Developer shall be at liberty not to make the OWNER as party to the said agreements, provided, however, at the time of execution of the deed of Conveyance the constituted attorney of the OWNER shall represent the OWNER to such Deed along with the Developer. it is however agreed between the parties hereof that the OWNER shall not be required to join as party to the agreement for sale with the prospective buyesrs of the Developer's allocation as no consideration is received by the OWNER with regard to the sale of Developer's allocation and for which the OWNER agree to grant a power of attorney to he Developer it is further made clear that the OWNER shall only be held liable for transferring the undivided proportionate share of land attributable to Developer's allocation.

d) That in consideration to the Developer constructing the said building and the terms and conditions contain in this agreement and the obligation to be fulfilled by the developer, the developer shall be entitled to demarcate the developers Allocation on the sanction building plan .

5.4 The Developer Further Agrees:

a) To incur all costs. charges and expenses for obtaining the sanctioned plan of the building to be constructed at the aforesaid premises and also for any modification thereof and also to get the aforesaid plan duly sanctioned by the Contai Municiplaity and any other Competent Authority.

b) To get the said plan prepare and after due approval of the same by the OWNER to submit the same to the Contai Municipality and /or other authorities after completion t

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of necessary searches and on OWNER making out a marketable title in respect of the said property.

c) To frame rules and regulations regarding the use of the respective allocation of the space of the OWNER and Developer or their nominee or nominees of to form the Management Association and/ or residential cum- commercial OWNER association and/or Society for the ultimate OWNER or OWNER of the proposed building or buildings only with the written approval of the OWNER and other residential cum commercial buyers.

d) That subject to Force Majeure. the Developer shall handover the part of the constructed multi - storied residential cum commercial building i.e. to the OWNE Reallocation within 36 (thirty six) months from the date of delivery of possession of the said property by the OWNER to the Developer or upon obtaining the sanction plan from the competent authority or within 18 (eighteen) months from the date of execution of this agreement.

e) That the entirety of the OWNER allocation shall be handed over by the Developer at a time and not it piecemeal manner subject to payment of all the Taxes, Deposits, other charges as may be notified to the owner.

f) The Developer shall construct the new Building/s in good substantial and workman like manner and use new and good quality of materials. The general specifications and /or materials to be used for construction erection and completion of the OWNERS Allocation shall be as more fully and particularly described in the THIRD SCHEDULE hereunder written.

g) It is agreed between the parties that the design specification quality of construction / finishing materials used in OWNER' Allocation shall be at par with those used in the Developer's Allocation.

h) The developer shall be entitled to as well as obliged to apply for and obtain connections for water, electricity, drainage, sewerage and other inputs utilities and facilities from state and central government authorities and statutory or other body or bodies required for construction use and enjoyment of the new building/s at its own costs and expenses either in the name of the developer and/or the OWNER and for that or other wise to close down and have disconnected the existing connection etc.

i) It is further agreed that the if any financial liability is created during the construction of the buildings the same shall be solely on the Developer and the OWNER shall not be liable in any manner whatsoever.

j) The Developer shall be solely responsible to look after. Supervise manage and administer the progress and day to day work of construction of the proposed new Building/s and shall not violate and Municipal or other statutory rules and laws and abide by and observe the rules procedures and practices usually followed in making construction of New Building/s and shall indemnify the OWNER of causing loss, if any due to the action of the Developer.

ARTICLE- VI : OWNER'S COVENANTS, RIGHTS AND OBLIGATIONS

6.1 OWNER'S OBLIGATION

a) The OWNER shall be liable to pay all outgoings and all municipal taxes and charges uptill the delivery of vacant possession to the Developer.

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NNT REAL ESTATE PRIVATE LIMITED
Vijay Kumar Patra
DIRECTOR

A.K. Sharma

b) The OWNER shall take all steps for mutation of their names in the records of the Contai Municipality in respect of the said property.

c) Before taking possession of the OWNER'S Allocation, the OWNER shall pay requisite service Tax and other Taxes in respect of the OWNER'S Allocation to the concerned authority through the Developer at the applicable rate and the OWNER shall also pay other Charges e.g. Generator, Transformer, Maintenance charges, Legal Charges and other charges, as may be notified to the OWNER from time to time.

d) That the OWNER shall execute necessary Deed of Conveyance or Conveyance in respect of the proportionate share of land attributable to the Developer's allocation in the proposed building in favour of the Developer or his nominee or nominees at any time after delivery of possession of the OWNER'S allocation or on the expiry of the 15 (fifteen) days from the date of servicing of notice of delivery of possession of Owner's allocation.

e) To sign and execute all necessary plans, papers, undertakings, affidavits documents, declaration deeds which may be required for obtaining any modification of the sanction plan of the proposed building and constructed of the proposed building in terms of this agreement.

f) To sign and execute all necessary papers, undertakings, affidavits, documents declaration, deeds which may be required for obtaining loan help from the Bank and Financial Institutions in order to construct the said multi storied building in the said property and has agreed to assign mortgage the said property for the said purpose

g) To Co- operate with the Developer for construction and completion of the multi - Storied residential Building at the said land lying and situated in Distict Purba Medinipur. Post Office & Police Station Contai, Sub - Registry office. Contai, Contai Municipal ward No 15, Mouza - Athilagori, ADSR Contai, under R.S. Dag No. 492/1719 & LR Dag No. 632 & Dag No. 494/1735 & L.R Dag No. 633, Rayat Sthithan.

h) That the OWNER shall execute necessary Deed of Conveyance in respect of the proportionate share of land attributable to the Developer's allocation in the proposed building in favour of the Developer or his nominee or nominees at any time after full completion of construction of

the building and all consideration arising therefrom shall be on Developer's account and be appropriate by the Developer towards the cost of construction of the OWNER'S allocation thereof.

i) To Sing and execute all Agreement for \Sale. Deed of Conveyances in Respect of the Developer's allocation and present the Same before Registration authority for registration.

6.2 THE OWNER HAVE FURTHER AGREED AND COVENANT AS FOLLOWS :-

a) Not to sell, transfer, alienate or encumber his right over the said premises except his allocation as Owner's share in the proposed multi Storied residential cum commercial building subject to such fulfilling the terms of this Agreement by such transfer.

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Gowri Ramdas.

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DIRECTOR

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b) Not to cause any obstruction or interference in the construction, erection and completion of the multi storied residential cum commercial building on the said premises.

c) To execute a Registered Power of Attorney appointing the Developer as his Constituted Attorney authorizing to execute Agreement for Sale Deed of conveyance, Sale to intending Purchaser/s sign and execute any relevant papers relating to the sale deed and to appear before to reg registration authority to complete the registration in respect of Developer's allocation aforesaid and / or constructed area of the proposed building including proportionate share of land and common rights and facilities attached thereto and the Developer shall be entitled to handover the possession of the Developer's allocation to the intending purchaser's. The Developer shall also be entitled to mortgage the Developer's allocation or portion thereof in terms of this presents for obtaining loan by the intending purchaser/s and do all deeds and things necessary of completion of the project.

d) The name of the apartment shall be such that it starts with the letter.

e) The OWNER DO HEREBY AS AND BY WAY OF NEGATIVE COVENANTS UNDERTAKE TO THE DEVELOPER.

i) Not to enter into any agreement for sale, lease, development or otherwise create any third party interest in the said premises, or any part thereof without the consent in writing of the Developer, save and except the OWNER allocation in the said New building as herein mentioned.

ii) The Developer and the owner shall mutually decide the selling rete of the said constructed area and the OWNER shall not sell the owner's Allocation to third Parties below the said selling rate.

iii) Not to induct any person as a tenant or otherwise into or upon the said premises.

f) The owner agrees and covenants with the Developer not to case any interference or hindrance in the construction of the proposed New Building/s at the premises by the Developer and not to do any act deed matter or thing whereby the rights or the Developer hereunder may be affected or the Developer is prevented from making or proceeding with the construction of the New Building/s or selling or otherwise transferring the Developer's Allocation and shall indemnify the Developer for all losses damages costs claims demands consequences suffered or incurred as a result thereof.

g) To enable the Developer to develop the said premises, the owners shall sign execute and deliver and produce all papers documents instruments writings plans affidavits title deeds etc. as be reasonably required by the Developer from time to tome therefore.

h) For smooth and expeditious construction and completion of the Building at the said premises, the owner shall not unduly interfere in the day to day work of construction.

i) Before during or after the construction of the new multistoried building the owners shall not interfere with the possession of the Developer in the said premises and shall remain with the Developer free from all types of encumbrances.

6.3 In the event of the new construction work being delayed and/ or destroyed by earthquake. tempest or other act or God fire Riots Legal problems, Civil Commotion or any other irresistible forces not caused by any act of the Developer and / or their workmen in the situation, the

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Developer shall not be treated as defaulter and not responsible for delayed construction beyond the period of 3 months and others as indicated above but for such occurrence if any should be brought to the notice of the owner by writings. Simultaneously, if the Construction work, while in progress, being delayed due to irregular and delayed supply of material and/ or stopped due to non - supply of materials and / or labour trouble or any other incident himself and ensure speedy completion of the work using obviously superior quality materials and skilled labour force to finish the project within the stipulated period as indicated above.

6.4 That the Said property is now free from all encumbrances as is declared by the owner and during the construction work if any sort of legal complication as to the right, title an interest of the owner shall appear over any encumbrances is found, the owner shall be held responsible to answer and remove all such legal complications / defects regarding his right title and interest in the property at his own cost and expenses. The Developer shall not be made liable and /or responsible on all out of such unwarranted and unforeseen situation and shall not be held liable and /or responsible for delay so far in completion of the construction work. It is further agreed that the Developer shall extend all possible help to the owner for sorting out any problem or defects, if any.

6.5 That the owner hereby agrees and covenants with the Developer to not to violate or contravene any of the clause on this presents and the owner do and keeps the Developer indemnified against all such claims and damages that may suffered by the Developer because of such violation and /or contraventions.

6.6 That the owner do hereby declare that no suits/ cases either civil or criminal and /or any other proceedings are pending in any Court of low in respect of the Schedule referred property and if so the owner shall be held liable to compound compromise withdraw settled with the litigants as early as possible and thereby ensure the Developer for such removal of legal complications immediately.

6.7 The owner do hereby agrees and covenants with the Developer to not to cause any interference or hindrance in the construction of the multi - storied building at the said entire property by the Developer.

6.8 The owner shall execute further registered power of attorney in favour of the Developer to enable the Developer to undertake construction erection and completion of the Said Project and such Power of Attorney shall remain in full force has agreed that the Developer shall be entitled to mortgage the entire land to the Bank or Financial Institution for obtaining loan for smooth completion of the construction. The owners shall also execute a registered power of attorney in favour of the developer relating to sell Developer's Allocation of the property however shall not be financially responsible and / or able for any act done under the same. The said Power of Attorneys shall be irrevocable.

6.9.As and when called upon by the Developer the owner shall sign and execute the Plan Drawings, Elevations Sections, forms, Applications and all other papers and instruments, Verify an affirm required affidavits and Declarations or otherwise as may be required from time to time for permissions approvals sanction consent quota license or otherwise relating to or arising out of construction erection and completion of the said residential cum commercial building at the said premises or as may be required from time to time by the Developer Without any delay refusal claim or demand.

6.10 The owner shall also provide the Developer and / or its authorized nominee with all appropriate powers as are or may be required in connection with construction

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Trom Kum Pak
DIRECTOR

erection and completion of the building as well as for representing it before all concerned authorities including execution all relevant papers documents instruments deeds writing in accordance with law.

6.11 Till the date of delivery of vacant and peaceful possession of the said entire property and every part thereof to the Developer all taxes, levies, impositions and outgoings relating to and arising out of each of the land shall be paid and borne by the owner shown as outstanding as on the said date either determined and demanded for the said period and keep the developer duly indemnified against all or any claim demand, certificate, liability, penalty, cost, expense, prejudice or damages, if any incurred or suffered by the said Developer therefore.

6.12 The owner shall not do any act deed or things whereby the Developer may be prevented form construction and completion of the said multi residential cum commercial building provided the Developer acts in terms of this Agreement.

ARTICLE - VII: SPACE ALLOCATION

7.1 The owner's Allocation is detailed out in PART -I of the SECOND SCHEDULE hereunder written and the Developer's Allocation id detailed out in PART -II of the SECOND SCHEDULE hereunder written.

7.2 In lieu of the Developer constructing the new Building/s at its own costs (which includes inter alia the owner's Allocation) and agreeing to allocate and deliver possession of the owner's Allocation therein to the owner as stated herein the Developer shall have the exclusive right to hold own use posses occupy enjoy sell transfer deal with an dispose of the Developer's Allocation together with proportionate undivided share in the land comprised in the said premises and also in the Common areas and Installations and realise and appropriate all sale proceeds thereof absolutely and exclusively PROVIDED HOWEVER the same shall not create any financial liability on the said premises or on the owner and the Developer shall be solely responsible for the same and such action of the Developer shall be subject to successful completion of the project.

7.3. It is agreed by and between the parties herein that if the developer shall make any construction including construction of any additional floor beyond the sanction plan the same shall be the exclusive responsibility to regularize at the cost of the developer and the additional floor shall be the exclusive property of the Developer.

ARTICAL -VIII - DELIVERY OF POSSESSION.

8.1 The Developer hereby agrees to complete the construction of the building within 36 months from the date of receipt of vacant and has etc. possession of the said premises in its entirety or the date of sanction building plan by the Contai Municipality whichever is later (here-inafter referred to as the said SCHEDULEDDATE OF COMPLETION) The Developer shall not incur any liability for any delay in the delivery of the possession by reasons of FORCE MAJEURE in any of the events of the FORCE MAJEURE the Developer shall be entitled to corresponding extension of time for delivery of the said OWNER'S Allocation however such extension shall be mutually agreed by and between the OWNER and the Developer.

8.2 The Developer agrees not to deliver or permit to be delivered the Developer's Allocation until such time the notice in writing to take the possession of the OWNER'S Allocation is delivered and / or caused to be delivered upon completion of the same as aforesaid. However it shall not deter the Developer from making delivery of possession

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of the Developer's Allocation to its prospective buyers if the OWNER fail and/ or neglect to take possession of the OWNER'S Allocation within 15 Days from the date of issue of notice (hereinafter referred to as the said DATE OF POSSESSION)

8.3 Immediately after the completion of the new building and issue of notice to take possession of the OWNER'S Allocation the OWNER shall execute and / or cause to execute the deeds of conveyance or deeds of Conveyances in respect of the undivided share of interest in the land in such part of parts as shall be required by the Developer in favour of the Developer or its prospective buyers as nominated by the Developer in respect to the Developer's Allocation at the cost of the Developer or its nominee's.

8.4 The OWNER shall sign and execute the deed of conveyance or conveyances in favour of the nominee or nominees of the developer at the cost of the nominee/s of the developer.

8.5 Similarly, immediately after the completion of the new building and issue of notice to take possession of the OWNER's allocation. the developer shall execute and/or cause to execute the deeds of conveyance or deeds of conveyances in respect of the undivided share or interest in the land in such part or parts as shall be required by the OWNER in favour of the OWNER or their respective buyers as nominated by the OWNER in respect of the OWNER's allocation at the cost of the OWNER or their nominee/s.

8.6 The developer shall sign and execute the deed of conveyance or conveyances in favour of the nominee or nominees of the OWNER at the cost of the nominees of the OWNER.

ARTICLE-IX ARCHITECTS, ENGINEERS, ETC.

9.1 For the purpose of development of the said premises the developer alone shall be responsible to appoint the architect for the said building and the certificate given by the architect regarding the materials used for the purpose of construction erection and completion of the new building and also specification for the purpose of construction and/or workmanship and completion of the building shall be final conclusive and binding on the parties.

9.2 The decision of the architect regarding the measurements quality of the materials and also the specification for the purpose of construction will be final conclusive and binding on the parties.

ARTICLE-X INDEMNITY

10.1 The developer hereby agrees and covenants with the OWNER not to assign its rights under this agreement in respect of the said premises/ property. however it shall not in any way debar the developer from selling and transferring its share and/or from commercially exploiting the said new building after providing OWNER's allocation to the OWNER in terms of this agreement.

10.2 The OWNER shall solely be responsible for due discharge of any liability occurring due to any act of omission and/or commission on the part of the OWNER and shall always keep the developer indemnified against all actions suits proceedings damages losses which may occur or take place because of any act deed matter or thing concerning the title of said premises/property.

10.3 It has been agreed by and between the parties hereto that in the event of any claim and/or encumbrance being invoked in respect of the said premises/property or any part thereof by any third party due to any act, deed matter or thing done and/or caused to be

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done and in any manner concerning the said premises the entirety of all such claims, demands, losses, consequences shall entirely and exclusively be borne by the OWNER herein and the developer shall not be held liable nor responsible for bearing any consequence in respect thereof in any capacity thereof.

10.4 The developer shall be fully responsible for any deviation or un-authorized construction or accident or mishap while making any construction and in no event the OWNER shall incur any liability in respect thereof the developer shall indemnify and keep indemnified the OWNER against all losses liabilities costs or third party claims actions or proceedings thus arising.

10.5 The OWNER doth hereby agree and covenant with the as follows.

i) Not to cause any interference or hindrance or obstruction in the construction of the proposed buildings at the premises by the developer and/or its agents. ii) To render all assistance and co-operation to the developer in construction of the proposed buildings, if so required and found necessary.

ii) Not to do any act deed or thing hereby the developer be prevented from selling transferring dealing with or disposing of the developer's allocation or any part thereof if done in terms of his agreement.

iii) not to let out, grant lease, sell, transfer, mortgage, charge or otherwise encumber nor agree to do so nor part with possession of the said premises or any part hereof as from the date hereof, it being clarified that nothing contained herein shall prevent the OWNER to deal with and dispose of the OWNER's allocation upon the same being allocated identified and demarcated.

iv) To join in as a confirming party, if required, in case any loan or financial assistance from any bank, financial institution etc. is taken by the developer or by the buyers of the developer's allocation and shall execute all necessary documents PROVIDED HOWEVER no financial liability shall be foisted upon the OWNER by execution of such documents.

10.6 The developer doth hereby agree and covenant with the OWNER as follows.

i) in case any permission or clearance is made mandatory by the government or any authority for the sales to be effected by the OWNER in respect of the OWNER's allocation which is to be obtained by the developer, then the developer shall obtain the same.

ii) to join in as a confirming party, if required, in case any loan or financial assistance from any bank financial institution etc. is taken by the OWNER or by the buyers of the OWNER's allocation and shall execute all necessary documents PROVIDED HOWEVER no financial liability shall be foisted upon the developer by execution of such documents.

iii) not to do any act deed or thing whereby the OWNER be prevented from selling transferring dealing with or disposing of the OWNER's allocation or any part thereof if done in terms of this agreement.

iv) not to let out, grant lease, sell, transfer, mortgage, charge or otherwise encumber nor agree to do so nor part with possession of the OWNER's allocation or any part thereof.

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From Ramda
DIRECTOR

M. H. Jomana

ARTICLE-XI TAXES MAINTENANCE ETC.

11.1 All municipal and all other rates and taxes and other dues and outgoings in respect of the said premises accruing due till handing over vacant possession of the said premises to the developer shall be for and to the account of the OWNER. those accruing after handing over possession of the said premises to the developer till the date of the developer offering possession of the OWNER's allocation to the OWNER shall be on account of the developer and thereafter the OWNER shall pay the rates and taxes in respect of the OWNER's allocation only and the developer shall pay the same in respect of the developer's allocation.

11.2 The respective parties shall be liable to pay and bear all taxes rates and other services and other outgoing including GST payable in respect of their respective allocations from he said date of possession the OWNER shall be deemed to have taken possession of the OWNER's allocation for the purpose of making payment of the rates and taxes and common expenses and maintenance charges whether actual physical possession of the OWNER's allocation is taken or no by the OWNER's.

11.3 The OWNER and the developer shall from the date of possession of the OWNER allocation maintain their respective portions at their own costs in a good and tenantable repair and shall not do or suffer to be done anything in or to the said premises and or common areas and passages of the said new building which may be against law or which will cause obstruction or interference to the user of such common area.

11.4 After the said new building is completed and the OWNER's allocation is delivered developer and the OWNER shall from an association of the OWNER occupants of the various flats in the said new building with such rules and regulations as the developer shall think fit and proper and the OWNER and the developer or its nominee shall be liable and agrees to make payment of the proportionate share of the maintenance charges payable in respect thereof of their respective areas.

11.5 Untill such time association is formed the developer shall continue to remain responsible for the maintenance and rendition of the common services subject however to the OWNER making payment of the proportionate share of the maintenance charges and all other outgoing payable in respect thereof and unless the said maintenance charges are paid by the OWNER the OWNER shall not be entitled and hereby agrees not to avail of any of the services.

11.6 The OWNER shall be liable to pay charges or electricity in or relating to the OWNER's allocation wholly and proportionately relating to common parts.

ARTICLE -XII- MUTUAL OBLIGATION

12.1 The OWNER and the developer hereby agrees and covenants with each other not to violate or contravene any of the provisions of rules applicable for construction of the said building or buildings at the said premises/property.

12.2 The OWNER and the developer hereby agrees and covenants with each other not to do any act deed or thing whereby both of them are prevented from enjoying.

Selling, assigning and/or disposing of any of their respective allocation in the said new building at the said premises.

Bipul Ranjan
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R. K. Ranjan
DIRECTOR

R. K. Ranjan

12.3 the OWNER and the developer hereby agrees and covenants with each other to join and confirm all documents of transfer relating to sale of the others allocation in the said new building at the said premises.

12.4 it is distinctly agreed and understood by and between the parties herein that according to the present statute and for the sake of convenience this agreement for development shall be registered at the cost of the developer.

ARTICLE-XIII : BREACH AND CONSEQUENCES

13.1 subject to force majeure and also there is no restrain in the municipality granting sanction of the plan and subject to vacating the said premises by the OWNERS, the developer shall cause to have the plan in respect of the said new building to be sanctioned from the Contai Municipality within 12 months from the date hereof, failing which, the OWNER may at her discretion be entitled to refer the breach to the arbitrator who shall determine the consequences of the breach and the costs thereof.

13.2 in the event of either party to this agreement committing breach of any of their obligations under this agreement the aggrieved party shall be entitled to refer the breach to the arbitrator who shall determine the consequences of the breach and the costs.

ARTICLE-XIV: MISCELLANEOUS

14.1 all or any notice required to be served by any party to the other, shall ,without prejudice to any other mode of service available, be deemed to have been served on the date of service if delivered by hand against due acknowledgement or on the sixth day from the date the same is sent by registered post with acknowledgement due at the address of the other.

14.2 that after execution of this agreement by the OWNER with the developer, the OWNERS shall not create any encumbrance and/or lien in respect of the property and the developer's exclusive right for development of the property shall not in any way be affected.

14.3 the developer will at its own cost and expenses arrange for all material to be used for construction, being the best quality available in the market, sound and well-seasoned, and also tools, implements, scaffolding whatsoever necessary for carrying out and/or completing the said work according to the said plans and specifications. Under no circumstances, the developer will erect the building with inferior quality materials thereby endangering the safety and lives of the intending purchasers.

14.4 the OWNER covenants that he has not entered into agreement for sale, development agreement or any other deeds in respect of the said property with the third parties.

Bipul Kenjiam
Gomir Poudel

NNT REAL ESTATE PRIVATE LIMITED
← *Trom Kun Poo*
DIRECTOR

M. K. Sharma

FIRST SCHEDULE PROPERTY DESCRIPTION

PROPERTY DESCRIPTION

Schedule A

(Description of Property I. Mr. Souvik Nanda)

ALL THAT piece and parcel of bastu land lying and situated at district Purba Medinipur, Post Office & Police Station Contai, No 17, Mouza - Athilagori, ADSR Contai, West Bengal-721401.

Measuring about 5 Decimal R.S. Dag No.492/1719 corresponding L.R Dag No.632, Khatian No.

Measuring about 7 Decimal R.S. Dag No.494/1735 corresponding L.R Dag No.633, Khatian No.632 & 4568

TOTAL Land schedule A - 12 Decimals is fixed to ownership.

Schedule B

(Description of Property I. Mr. Bipul Ranjan)

ALL THAT piece and parcel of bastu land lying and situated at district Purba Medinipur, Post Office & Police Station Contai, No 17, Mouza - Athilagori, ADSR Contai, West Bengal-721401. measuring about 6 Decimal R.S. Dag No.494/1735 corresponding L.R Dag No.633, Khatian No.4560

TOTAL Land schedule B- 6 Decimals is fixed to ownership.

TOTAL AREA OF LAND SCHEDULE A + B = 18 DECIMAL as per record and 16.5 DECIMAL as per physically possession .

BUTTED AND BOUNDED AS FLOWS:

- On the Noth : by Municipality Road.
On the South : by Land of R.S. Dag No.1718.
On the East : by Land of R.S.Dag No.495.
On the West : by Land of R.S.Dag No.494.

SECOND SCHEDULE ALLOCATIONS

PART-I : OWNER'S ALLOCATION - shall mean 30% of the constructed area of the entire constructed area and 30% of the ultimate roof of the building together with proportionate right over the common areas and /or common facilities and/ or common amenities and open space on pro rata basis, as fully and particularly said out in PART-I of the second schedule hereunder written.

PART-II : DEVELOPER'S ALLOCATION - shall mean 70% of the constructed area of the entire constructed area and 70% of the ultimate roof of the Building together with proportionate right over the common areas and /or common facilities and /or common amenities and open space on pro rata basis, as fully and particularly said out in PART-II of the second schedule hereunder written.

Bipul Ranjan
Souvik Nanda

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T. K. K. K. K. K.
DIRECTOR

THIRD SCHEDULE AS REFERRED TO ABOVE

(Specifications for construction of the building and fittings and fixtures to be provided in the unit)

a) Foundation & column: Earthquake resistant reinforced construction and cement concrete framed structure with necessary brick work.

b) Super structure: Earthquake resistant reinforced construction and cement concrete framed structure with necessary brick work.

c) Flooring: Living, dining, bedrooms, & internal passage for 2BHK flat: marble/tiles. Living, dining, bedrooms, & internal passage for 2BHK flat: vitrified tiles. Kitchen & balconies: marble/tiles. Common lobby & staircase: Kota stone with marble border. Toilet flooring: anti-skid ceramic tiles.

d) Kitchen: Floor: marble/tiles Dado: ceramic tiles 2feet above the counter, Sink: stainless steel. Counter: covered semi modular type. Cooking platform: green marble on RCC slab. Fittings: CP fittings of superior brand. Water supply: concealed PVC piping system for hot & cold water.

e) Toilets:

Floor: Anti-skid ceramic tiles.

Dado: ceramic tiles up to 5 feet.

Fittings: CP fittings of superior brand.

Sanitary wares: white porcelain WC of European with PVC cistern.

Wash basin: white porcelain,

Door: internal side laminated flash door.

Water supply: concealed PVC piping system for hot & cold water.

f) Wall :

Internal: putty finish.

Common area: plaster of Paris finish.

External: weather coat paint on white cement primer.

g) Windows:

Tightly framed with MS grill with aluminum standard section casement with glass inserts in each shutter,

h) Balcony : staircase & railings: MS grill with PVC handrail.

i) Door:

Frame: seasoned wood.

Main door: designed finished with both side polished & laminated flash door with 8 level mortise lock.

j) Electric:

Wiring: PVC concealed multi strand FRLS copper wire.

Switch: modular type imported on hard fiber sheet.

Bipul Ranjan
Dinesh Danda.

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