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enouge an meet force shall be 230 9.7 at sent with the Owners at its addresses given in the Average of the Developer.

- 25.5.2 A notice to the Developer should be delivered or sent to the Developer at the address of the Developer given in this Agreement or given in any notice given by the Developer to the Owners.
- 25.5.3 All notice, demands or other communications required to be given shall be in writing and delivered personally or sent by prepaid first class post with recorded delivery, or by fax addressed to the intended recipient at its address set out in this agreement or to such other address or telefax number as any party may from time to time duly notify to the others. Any such notice, demand of communication shall, unless the contrary is proved, be deemed to have been duly served (if given or made by fax) on the next following business day in the place or receipt (of if given by registered post with acknowledgement due) two days after posting and in proving the same it shall be sufficient to show, in the case of a letter, that the envelope containing the same was duly addressed, correctly stamped and posted and in case of a fax such telefax was duly dispatched to a current telefax number of the addressee.
- No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any one of the parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy.
- 25.7 Time shall be the essence as regards the provisions of this agreement, both as regards the time and period mentioned herein and as regards any times or periods which may, by agreement between the parties be substituted for them.
- 25.8 If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 25.9 Save as hereinbefore provided, termination of this agreement for any cause shall not release a party from any liability which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act or omission prior to such termination.
- 25.10 All municipal rates taxes and other outgoings including Khazana (hereinafter referred to as the RATES & TAXES) payable in respect of the said Property upto the date of execution of the said Agreement shall be paid borne and discharge by the Owners and

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The manufacture of the state and other amodines including Khazana (hereinafter referred as a manked line at the content of the said Property upto the date of contents of the said Property upto the date of contents of the said Agreement state by gard come and discharge by the Owners and

- thereafter it shall be the obligation and responsibility of the Developer to make payment of all municipal rates and taxes till completion of the said housing project.
- 25.11 The Agreement (together with schedules, if any) the entire agreement between the parties and save as otherwise expressly provided, no modifications, amendments or waiver of any of the provisions of this agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto.
- 25.12 This agreement shall be binding on the parties hereto and their respective successors and assigns.
- 25.13 In the event of any ambiguity or discrepancy between the provisions of this agreement and the articles, then it is the intention that the provisions of this agreement shall prevail and accordingly the parties shall exercise all voting rights and other rights and powers available to them so as to give effect to the provisions of this Agreement and shall further, if necessary, procure any required amendment to the Articles.
- 25.14 Nothing contained in this agreement shall be deemed to constitute a partnership between the parties hereto nor shall constitute any party the agent of the other for any purpose.
- 25.15 Each party shall co-operate with the others and execute and deliver to the others such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

ARTICLE XXVI- REFUNDABLE ADVANCE

26.1 The developer shall pay to each and every owner a sum of Rs. 20,000/- (Rupees Twenty Thousand Only) i.e. a sum of Rs. 18,00,000/- (Eighteen Lac Only) altogether to all 90 Owners, in total, as interest free refundable advance within 90 (Ninety Days) from the date of execution of this agreement besides their share of 18% (Eighteen Percent) of the revenue of the saleable areas. This refundable advance amount shall be refunded by the Owners to the Developer on the date of completion of the Project.

ARTICLE XXVII - DISPUTE RESOLUTION AND JURISDICTION

27.1 The parties as far as possible shall amicably try and resolve all disputes and differences which may arise. However, in the event of any such disputes and/or differences being incapable of being resolved amicably then and in that event the parties shall refer such disputes and

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in the content as a second and the content of the content of the parties and/or differences being incupable the parties shall retain such disputes, and

differences to the sole arbitration of a person in whom both parties have full trust and confidence and the Sole Arbitrator shall be deemed to be a reference within the meaning of the Arbitration & Conciliation Act 1996 or any other statutory modification or enactment thereto for the time being in force.

- 27.2 The Arbitrator shall have summary power and shall be entitled to lay down their own procedure
- 27.3 The Arbitrator shall be entitled to pass interim awards and/or directions.
- 27.4 It shall not be obligatory on the part of the Arbitrators to follow the principles laid down under the Indian Evidence Act.
- 27.5 The parties hereto assure and covenant with each other that they have full trust and confidence in the Arbitrators and agree to abide by all their directions and/or awards and not to challenge or dispute the same in any manner whatsoever.
- 27.6 Courts at Kolkata alone shall have jurisdiction to entertain and try all actions suits and proceedings arising out of these presents.

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THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land admeasuring 139 Kattah 12 Chattak 27 Square Feet mentioned in detail herein below:

R.S./L.R. DAG NOS.	LAND AREAS		
358	18 Kattah 02 Chittaks 18 Sqft.		
362	16 Kattah 05 Chittak 16 Sqft.		
360	15 Kattah 11 Chittaks 31 Sqft.		
361	08 Kattah 15 Chittak 0 Sqft		
357	28 Kattah 04 Chittak 06 Sqft		
359	13 Kattah 05 Chittak 0 Sqft 23 Kattah 0 Chittak 22 Sqft		
363			
344	16 Kattah 0 Chittak 24 Sqft		
	Total 139 Kattah 12 Chittak 27 Sqft		

Situate lying at Mouza – Hariharpur, Pargana – Medanmalla, R. S. No. 185, Touji No. 250, J.L. No. 11, R.S. Dag Nos. 358, 362, 360, 361, 357, 359, 363, and 344 under R.S. Khatian Nos. 980 & 423, 611,323,324 & 526, 257, 8 corresponding to L.R. Dag Nos. 358, 362, 360, 361, 357, 359, 363, and 344 under L.R. Khatian Nos. 4831 to 4845, 4849 to 4881, 4884 to 4900, 4902 to 4906, 4910 to 4912, 4915 to 4923, 4927, 4929 to 4930, 4935 to 4939, P.S. Baruipur, District 24 Parganas South, West Bengal under Hariharpur Gram Panchayat, together with all easement rights, quasi-easement, appurtenances, appendages and right ways, water connection, Telephones lines, sewer, drain, surface and/or overhead/beneath of the soil thereto and butted and bounded as follows:

ON THE NORTH:

22 ft wide Hariharpur Main Road

ON THE SOUTH:

Land of R.S. Dag Number 356 and Mouza Medan Malla

ON THE EAST:

Land of R.S. Dag Number 361,367,366,365,364 and Land of

Mouza Medanmalla

ON THE WEST :

Land of R.S. Dag Number 344

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THE SECOND SCHEDULE ABOVE REFERRED TO

DEVELOPER'S OBLIGATIONS

The Developer shall be entitled to and is hereby authorized:

- To apply for and obtain all consents, approvals, sanctions and/or permissions as may be necessary and/or required for undertaking development of the said Premises.
- To take such steps as are necessary to divert all pipes, cables or other conducting media in, under or above the Premises or any adjoining or neighbouring Properties and which need to be diverted for undertaking the development work.
- To install all electricity, gas, water, telecommunications, and surface and foul water drainage to the Premises and shall ensure that the same connects directly to the mains.
- To serve such notice/notices and enter into such agreement/agreements with statutory undertakers or other companies as may be necessary to install the services.
- v) To give all necessary or usual notices under any statute affecting the demolition and clearance of the Premises and the development, give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said Premises and pay all costs, fees and outgoings incidental to or consequential on, any such notice and indemnify and keep indemnified the Owners from and against all costs, charges, claims, actions, suits and proceedings.
- vi) To 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

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THE SECOND SCHEDULE ABOVE REFEREND TO

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has agreed to keep the Owners saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.

- To remain responsible for any accident and/or mishap caused by any act of the Developer while undertaking development of the said Premises in accordance with the Plan which may be sanctioned by authorities concerned and has agreed to keep the Owners and each one of them saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.
- viii) To comply and/or procure compliance with, all conditions attaching to the building permission and any other permissions which may be granted during the course of development.
- To comply or procure compliance with, all statutes and any enforceable codes of practice of the Zilla Parishad, Panchayat authorities or other authorities affecting the Property or the development.
- To take all necessary steps and/or obtain all permissions approvals and/or sanctions as may be necessary and/or required and shall do all acts, deeds and things required by any statute and comply with the lawful requirements of all the authorities for the development of the said Premises.
- xi) To incur all costs, charges and expenses for the purpose of constructing, erecting and completing the warehouses and other structures in accordance with the Plan to be sanctioned by the authorities concerned.
- xii) To make proper provision for security of the said Project Property during the course of development.
- xiii) To not to allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said Premises or any part or portion thereof.

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- xiv) To not expose the Owners to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architect, Engineer and other agents as may be necessary and/or required for the purpose of construction, erection and completion of the said project.
- To remain solely liable and/or responsible for all acts, deeds, matters and things for undertaking construction of the warehouses and other structures in accordance with the Plan which may be sanctioned and to pay perform and observe all the terms, conditions, covenants and obligations on the part of the Developer to be paid performed and observed.

THE THIRD SCHEDULE ABOVE REFERRED TO (TOTAL DEVELOPMENT COSTS)

The Developer shall be responsible for incurring:

- The proper costs of obtaining planning permissions in respect of the development (including fees of the architects surveyors or consultants relating thereto) together with planning and building regulation fees, fees payable to statutory undertakers and other fees necessary to secure all required consents and any costs in entering into and complying with any agreement or any legislature of similar nature.
- The proper costs of investigations, surveys, and tests in respect of soil, drains, structures and rights of light.
- The proper costs to be incurred and/or payable to architects, surveyors, engineers, quantity surveyors or others engaged in respect of the development.
- iv) The proper costs and expenses payable to for marketing and/or selling the Development including any advertising, research and other marketing costs.
- v) all rates, water rates, or any other outgoings or impositions lawfully assessed in respect of the property or on the Owners or occupiers of it in respect of the Development and all costs of maintaining and repairing the Development in so far



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as in all such cases the responsibility therefore is not assumed by or recoverable from any third party.

- vi) All other sums properly expended or incurred by the Developer in relation to carrying out the completion of the Development.
- vii) All proper costs and interests and other finance costs payable by the Developer for undertaking development.

FOURTH SCHEDULE

(SPECIFICATIONS)

Structure : RCC-framed structure with anti-termite treatment in

foundation. Cements used: Ambuja, OCL, Lafarge,

Ultratech, Birla, ACC, Ramco*.

Brickwork : Eco-friendly, premium brickwork with Autoclaved

aerated concrete (AAC) blocks used for better quality,

thermal insulation, reduction of damp.

Elevation : Modern elevation, conforming to contemporary designs.

External : Paint by certified Nerolac/Asian Paints/Berger

Finish applicator*, and other effects as applicable.

Lobby : Beautifully decorated & painted lobby

Doors & : Quality wooden frames with solid core flush doors. Door

Hardware handles of Godrej/Hafele/ Yale*. Main door with premium

stainless steel handle and eyehole. Main Door Lock by

Godrej/Yale*.

Internal : Wall Putty.

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Windows

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Colour anodized / Powder coated aluminium sliding windows with clear glass (using high quality aluminium) and window sills. Large Aluminium Windows in Living Room Balcony.

Flooring

Vitrified tiles in bedrooms / living / dining / kitchen. Granite Counter in kitchen. Premium Ceramic tiles in toilets.

Kitchen counter

Granite slab with stainless steel sink.
Wall tiles up to 2 (two) feet height above counter.

Toilets

Hot and Cold water line provision with CPVC* pipes.

CP fittings including Health Faucet* of Jaquar/Kohler/Hindware*.

Dado of ceramic tiles up to door height. Sanitaryware with *EWC with ceramic cistern* and basin of *Kohler/Jaquar /Hindware**.

Pipes of Supreme/Skipper/Oriplast*

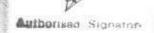
Elevator

Passenger Lifts of Kone*.

Electricals

- a) Concealed *Polycab/Havells/RR Kabel** copper wiring with modular switches of *Anchor/ Roma/Schneider Electric**
- b) TV & Telephone points in master bedroom and living room.
- c) Two Light Points, one Fan Point, two 5A points in all bedrooms
- d) One 15A Geyser point in all toilets
 e) One 15A & one 5A points, one 5A refrigerator point,
 and exhaust fan points in kitchen

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Pipes of SupremeiSkippur/Oriplast

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f) One AC point in master bedroom

g) One washing machine point in the balcony.

h) Modern MCBs and Changeovers of Havells/HPL/Schneider Electric*

Water

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Underground and Overhead storage tanks of suitable capacity.

Suitable Electric Pump will be installed at Ground Floor to

deliver water to overhead reservoir from Underground

reservoir.

Landscape

Supply

Professionally designed and executed landscaping.

Generator

24 hour power backup for all common services. Generator

back up of 300 W for 1 bedroom flats, 600 W for 2

bedroom flats and 800 W for 3 bedroom flats.

Security

CCTV cameras, Intercom facility and 24/7 Security

Personnel.

* The specified brands are mentioned to give an indication of the quality we will provide. In case of unavailability of materials/brands or any other circumstances, the developer is not legally liable to provide the same brand, and may instead provide material from a brand of similar quality level.

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Mayette-HVL/Schmeider-Elegan.

Suitable Electric Pump will be installed at Committee of Section 1.

Statistics water to overhead reservoir from Indiagrams.

Instessionally designed and executed landscounty

24 hour power backup for all common services. Constilly back, up of 300 W for I bedroom flats, one W for I bedroom flats.

CTV communication facility and 200 Security

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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 OWNERS

At Kolkata in the presence

WITNESSES:

1. Nilonforn Chamdra, Advocate 17/1 Lamodowne Terraxe, 101-26

JOSKHMATT POWNE TEARACE
MOL-26

AGNI DEALCOM PVT. LTD.
COMMITMENT VINCOM PVT. LTD.
CONNECT DEALCOM PVT. LTD.
DECAGON DEALERS PVT. LTD.
EKDANTA MERCHANDISE PVT. LTD.
FLAME SALES PVT. LTD.
FOCUS DEALERS PVT. LTD.
GLADIOLUS MERCHANTS PVT. LTD.
HORNBILL TRADECOM PVT. LTD.
ICONIC SUPPLIERS PVT. LTD.

LEDA PROJECTS PVT. LTD. LIBRA INFRA DEVELOPERS PVT. LTD. MOONVIEW PLAZZA PVT. LTD. SHIMMANI PROPERTIES PVT. LTD. PREMICING NIKETAN PVT. LTD. PARTITION INFRASTRUCTURE PVT. LTD. OVERTOP INFRAHOMES PVT. LTD. CATROPOW COMPLEX PVT. LTD. CASE SUBLISSION PVT. LTD. NESTRATH NIRMAN PVT. LTD. PENTAGON SUPPLIERS PVT. LTD. QUEENCEE SALES PVT. LTD. QUICK COMMOSALES PVT. LTD. SUCCESS COMMOSALES PVT. LTD. TWIN STAR DEALCOM PVT. LTD. WINSOME COMMIDEAL PVT. LTD. YOUTH VINCOM FVT. LTD. ZEAL DEALCOM FVT. LTD: AFTERLINE EXIM PVT. LTD. ALCORE PROMIRTIES MYTILTD. INNOVATIVE COMMOSALES PVT. LTD. JACKPOT TRADELINK PVT. LTD. JALAPENO SALES PVT. LTD. JUNEAR COMMOTRAGE PVI. LTD. MAMAKSHYA VINIMAY PVT. LTD. KOHITIZ VINCOM PVT. LTD. LEACUE DISTRIBUTORS PVT. LTD. LUNELIGHT MEDICHANDISE PVT. LTD. OMNI COMMODEAL PVY. LTD. PASSION DEALERS PVT. LTD.

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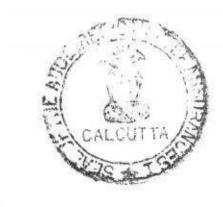


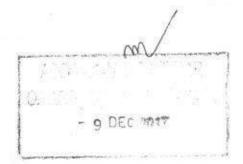
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M/s Mirik Property Pvt. Ltd.

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Director/Authorized Signalory

SIGNATURE OF DEVELOPER

Drafted by me on the basis of information furnished by the Parties herein.

SANJAY KUMAR JAIN , ADVOCATE

HIGH COURT, CALCUTTA

WB/444/2005

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Directorate of Registration & Stamp Revenue e-Challan

GRN:

19-201718-013134052-1

GRN Date: 08/12/2017 21:13:48

ICICI Bank

Online Payment

BRN:

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Mobile No.

BRN Date: 08/12/2017 21:14:43

+91 9051222000

ld No.: 19010001686897/3/2017

[Query No./Query Year]

Payment Mode

DEPOSITOR'S DETAILS

Name:

Nortech Property Pvt Ltd

171 Lansdowne Terraces

Mr Sanjay Kumar Jain

Contact No.:

E-mail:

Address:

Applicant Name: Office Name:

Office Address:

Status of Depositor:

Purpose of payment / Remarks:

Sale, Development Agreement or Construction agreement

Payment No 2

PAYMENT DETAILS

SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	19010001686897/3/2017	Property Registration- Stamp duty	0030-02-103-003-02	
2		Property Registration-Registration		74971

Total

In Words: Rupees Ninety Three Thousand Eighty Three only

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Directorate of Registration & Stamp Revenue

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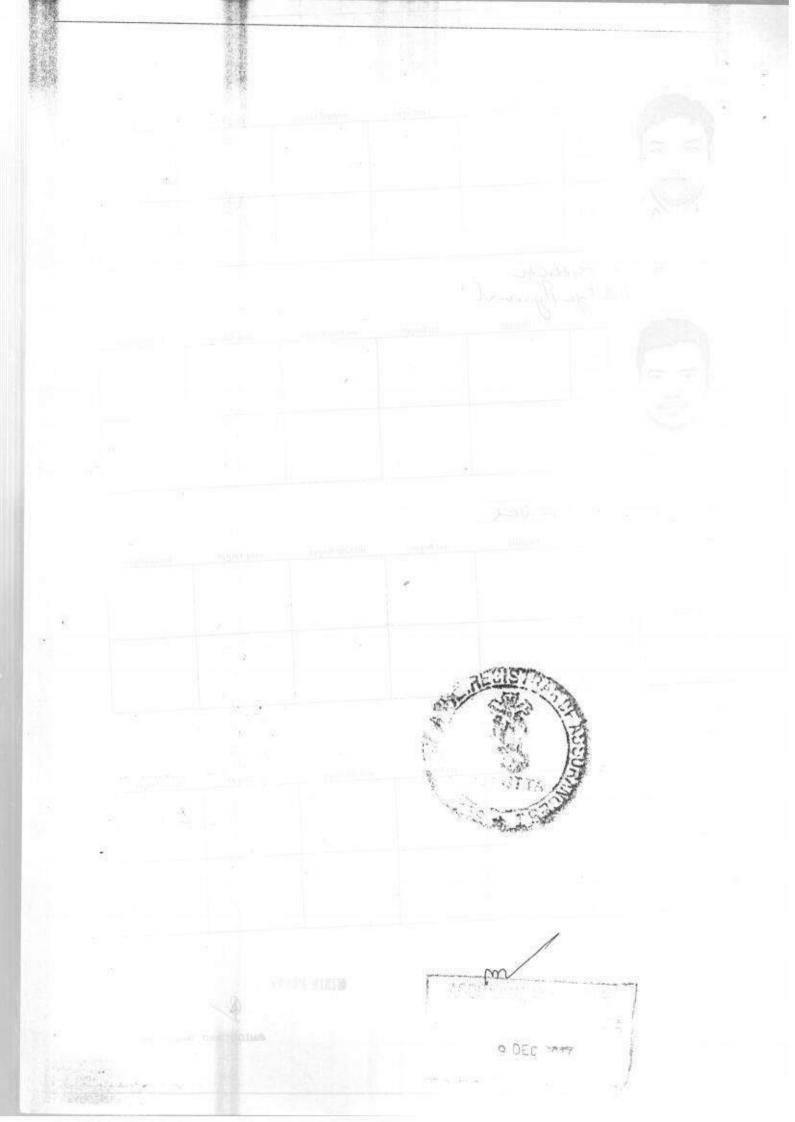
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FGH2508133





নির্বাচকের দাম : আদিতা আগরওয়াল

Elector's Name : Adiya Agarwal

: সুনীল আগরওয়াল পিতার দায

: Sunii Agarwal Father's

Name PM/Sex : 10/M ; 12/10/1985 অন্ম তাবিধ

Date of Birth

Adily of gowe

FGH2508133

ঠিকানা:

16/1, পাম এতিনিউ, কেলেকাজা মিউনিসিপাণ কপোন, কড়েয়া, কলকাজা-700019

Address:

16/1, PALM AVENUE, KMC, KARAYA, KOLKATA-700019

Arindam Main

Date: 26/04/2017

161 - বালীগঞ্জ নিবছিল পেনের নিবছিক নিবছন আহিকারিকের বালনের অনুকৃতি ভ

Facsimile Signature of the Electoral Registration Officer for

161 - Ballygunge Constituency

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In case of change in address mention this Card No. in the relevant Form for including your name in the roll at the changed address and to obtain the card 170/946

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My Profile

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Name (San Caracian Ca	DREAMLIGHT TOWERS PRIVATE LIMITED
Date of Birth	15/09/2012
Gender	
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Address: Address: Address Address Address	ROOM NO 54, THIRD FLOOR, 9, OLD CHINA BAZAR STREET, KOLKATA,
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Status	Active Active
Indian Citizen	Yes
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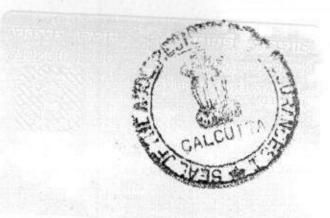
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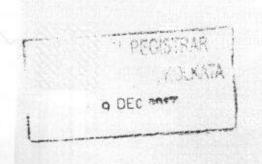


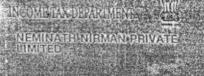


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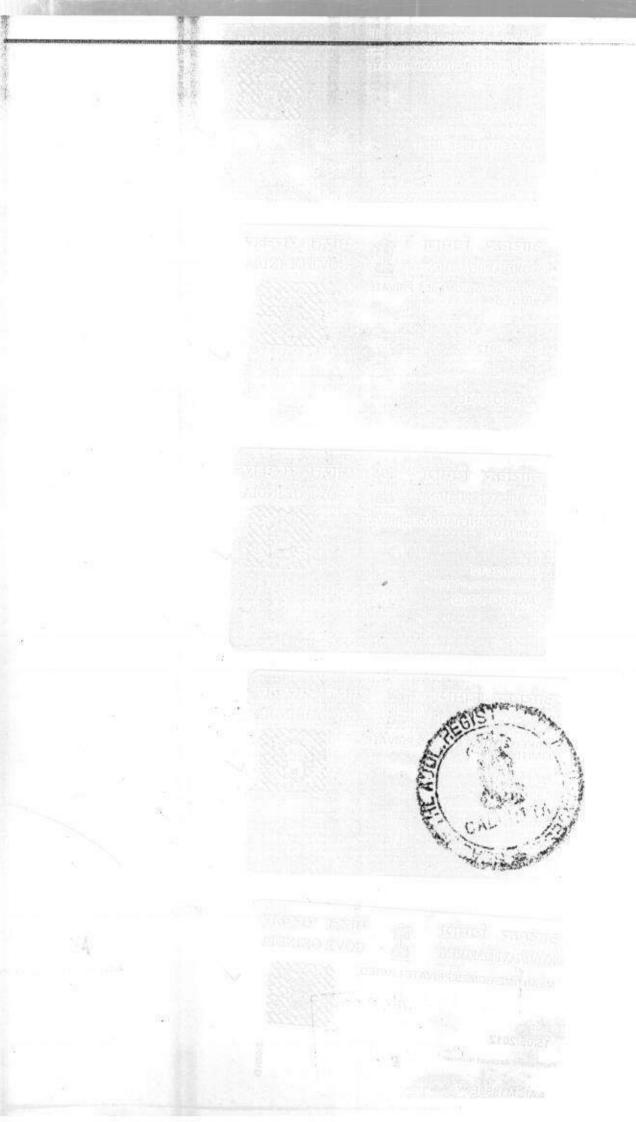
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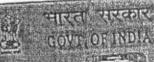
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