भारतीय गैर न्यायिक एक सौ रुपये Rs. 100 रू. 100 HUNDRED RUPEES

INDIA NON JUDICIAL

श्रन्तिभूतका पश्चिम बंगाल WEST BENGAL

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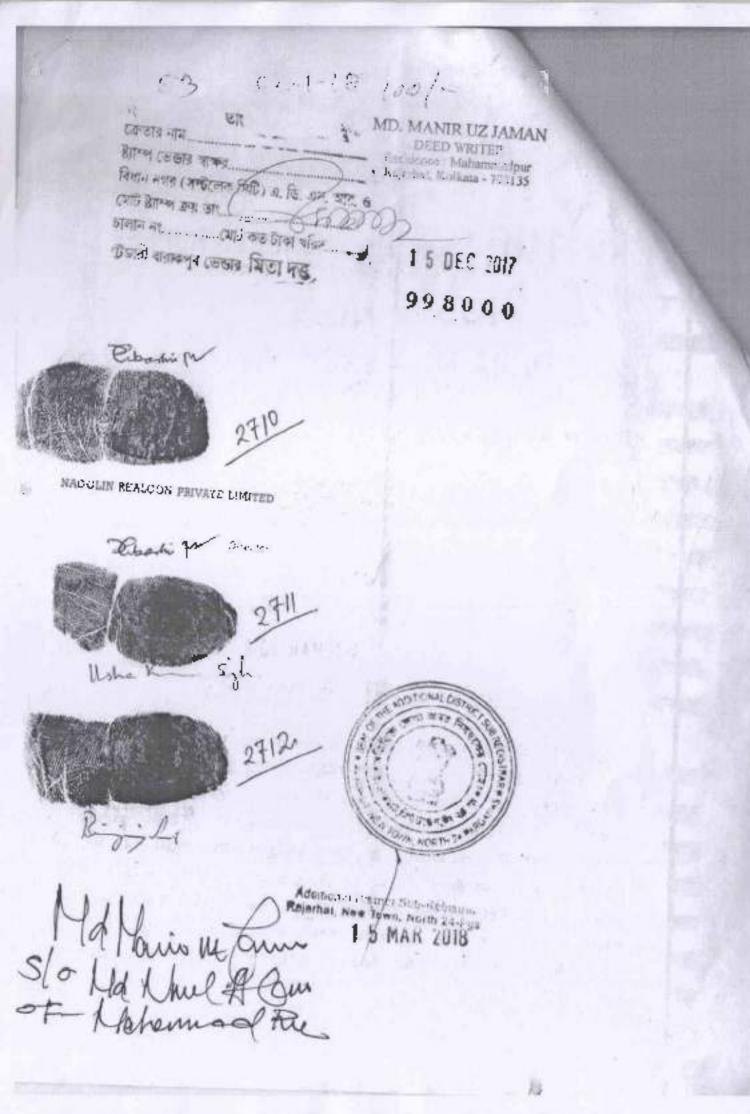
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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this 1 Ettday of March, Two Thousand Eighteen (2018) BETWEEN (1) SRI BRIJRAJ NARAYAN SINGH (PAN No. ALBPS1422J) son of Nirmalendra Narayan Singh residing at 42 A Hazra Road Ballygunge P.O-Ballygunge, P.S-Ballygunge Kolkata 700019, West Bengal & (2) USHA KUMARI SINGH (PAN No. AKRPS9782Q) Daughter of Late Pratap Chandra Singh, residing at oasis flat no- 060406,36B, Pandirya Road, Sarat Bose Road P.O-Rashbehari Avenue, P.S. Lake Koikata - 700029, West Bengal, both by religion Illindu. Nauoaniity Indian, by Party No (1) Occupation -



Business. Party No. (2) Occupation: Housewife, hereinafter jointly referred to as the **OWNERS** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, representatives and assigns) of the **ONE PART**:

AND

NACOLIN REALCON PVT. LTD (Pan No. AAFCN0116N) a company incorporated within the meaning of the Companies Act, 1956, having its registered office at Merlin Matrix, Unit No. 203, DN-10, Sector-V. 2nd Floor, P.O. - Sech Bicavan, P.S. - Electronic Complex, Kolkata - 700091. West Bengal, represented by its Director SRI DEBASHIS ROY (PAN No. AOPPR3859H) son of Sunil Kumar Roy, residing at Vill. Panapukur, P.O. - Bhangar, P.S. - Kashipur, Dist - South 24-Pargamas, Pan 743502, West Bengal, by Religion Hindu, by Nationality Indian, by occupation Business, as authorized signatory by virtue of a Board Resolution dated 28/08/2017, hereinafter called the 'DEVELOPER' (which terms of expression shall unless excluded by or repugnant to the subject or context by deemed to mean and include its successor and/or successors, successor in-office administrators, representatives and assigns) of the OTHER PART;

whereas the Govt, of West Bengal therein has a statewide mandate to provide Larger supply of developed lands, the immediate focus area has been limited to the development of a planned town (hereinafter called the New Town, Kolkata) and the State Government in the Housing Department on behalf of West Hengal Housing Infrastructure Development Corporation Ltd., has acquired lands in the districts of North 24-Parganas and South 24-Parganas and has transferred such land to the West Bengal Housing Infrastructure Development Corporation Ltd., conferring the entire responsibilities of developing the



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infrastructure services therein and also the power to transfer lands by way of sale to the individual persons, Co-operative Housing Societies. Corporate Bothes as well as Statutory Authorities as the case may be morder to develop New Town as a major hub for residential, industrial, institutional and cultural purposes etc.

and whereas the Owners herein applied to West Bengal Housing Infrastructure Development Corporation Ltd., the VENDOR therein for purchase of a piece and parcel of land in the New Town, Kolkata so as to enable the PURCHASERS therein as well as the Owner herein to creet a building thereon for residential purposes after complying with all formelities for allotment of such land by the West Bengal Housing Infrastructure Development Corporation Ltd., the VENDOR therein.

AND WHEREAS by an Indenture of Conveyance executed on 4th day of November, 2004 and registered on 5th day of November, 2004, made between West Bengal Housing Infrastructure Development Corporation Ltd. represented by the Additional General Manager (Marketing), as appointed by the State Government vide Order No 1490-HI/HGN/NTP/1M-1/9E dated 14th September, 1999, in respect of the Planning Area declared as such Notification No.1423/HI/HGN/NTP/1M-1/98 dated 27th August, 1999, therein called the Vendor of the One Part and . [1] BRIJRAJ NARAYAN SINGH and (2) USHA KUMARI SINGH both therein called the Purchasers of the Other Part and registered at Additional District Sub-Registration Office Bidhannagar(Salt Lake City), recorded in Book No. 1 CD- Volume No. 9, Pages from 13148 to 13163, Being No. 06542 for the year 2012, the said West Bengal Housing Infrastructure Development Corporation Ltd. for the consideration therein mentioned granted sold transferred and conveyed unto the said (1) BRIJRAJ NARAYAN SING, and (2) USHA KUMARI SINGIL the Owners. herein ALL THAT piece and parcel of land measuring about 300.00 Sq.



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Metre be same or little more or less being Premises No. 24-0615, in Birect No. 0615 (12 M. Wide) (Erstwhile plot No. 1325 in Block No. AAHB) Category HIG(Individual -II) Situated in the New Town, Police Station - Rajarhat, District - North 24-Porganas, July described in the Schedule thereunder as well as hereunder written absolutely and for ever.

AND WHEREAS In pursuance of letter No. M-2738/IIIDCO/ADMN 311/2002/AAIIB-1325/(Mktg), WB HIDCO Ltd. dated 13 06.2012, WBHIDCO LIMITED delivered possession of the said land measuring about 300.00 Sq. Metre be same or little more or less being Prenoses No. 24-0615, in Street No. -0615 [12 M. Wide) (Erstwhile plot No. 1325 in Block No. AAIIB) Category HIO(Individual -II) Situated in the New Town, Police Station - Rajarhat, District - North 24-Parganas. area more particularly described in the Schedule hercunder to (1) BRIJRAJ NARAYAN SINGH and (2) USHA KUMARI SINGH the Owner herein on 26.06.2012, being No. MP-1/HIDCO/(EM)/22/3170.

NARAYAN SINGH and (2) USHA KUMARI SINGH, the Owners herein mutated their name with the records of New Town Kolkata Development Authority, tand measuring about 300.00 Sq. Metre be same or little more or less being Premises No. 24-0615, in Street No. -0615 (12 M. Wide) (Erstwhile plot No. 1325 in Block No. AAHB) Category HIG(Individual -II) Situated in the New Town, Police Station - Rajarhat, District - North 24-Parganas and the said Authority assessed the same being Assessed No. 0201240000615-01-0000000 vide Volume No.9, Page 53, Serial No. 672 and the recording of date is 24th day of April, 2013.

AND WHEREAS The Owners herein has decided to develop the said property and having come to know the desire of the Owners herein, the Developer herein has agreed to develop the said property.

AND WHEREAS Prior to entering into this agreement, the Owners hereby assure, represent and confirm as follows:

- (a) The said property is free from all encumbrances, bens, hapendens, charges, attachments whatsoever and howsoever.
- (b) Save and except the Owners herein nobody has any right, title and/or interest or claim in respect of the said property in any manner whatsoever.
- (c) There is no legal bar or impediment to develop, deal with the said property in any manner whatsoever.
- (d) The said property is fully vacant which is under the physical possession of the owner and save and except the owner nobody are in occupation in the said property or any portion thereof.
- (e) The Owners has a marketable title in respect of the said property and are otherwise entitled to enter into this agreement with the Developer for development of the said property and the owner undertakes to indemnify the Developer against any third party's claim and demand with regard to the title in respect of the said property with regard to the development of the said property.
- (f) The owners will assist the developer to complete the building on the said land and also to sell the Developer's allocation.
- (g) There is no attachment either under Public Demand Recurery Act or under any other acts or statutes in respect of the said premises.
- (h) The owners has not entered into any agreement for sell, encumbering, dealing with, disposing of parting with or development of the said property or any portion thereof in any manner whatsoever.

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- (i) The awarers will pay all taxes, dues, out goings, payable in respect of the and property up to the date of handing over possession of the said property and also undertakes to pay all taxes, outgoing, dues maintenance charges from the date of taking possession or notice of infimution to take possession of the owner's allocation, whichever is the earlier.
- (i) The owners will sign all papers and documents as may be required for obtaining plan sanctioned, construction and development of the said property and assist the developer for construction of the building.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWS

- COMMENCEMENT OF THE AGREEMENT: This agreement shall deemed to have commenced from the 7th day of March, 2017 with intinediate effect from the date of execution of this agreement.
- DEFINATION: That in this agreement unless otherwise agreed upon the following expressions will have the following meaning.
- 3) PROPERTY: shall mean ALL THAT brick built G+IV building constructed on the land measuring about 300.00 Sq. Metre be same or little more or less being Premises No. 24-0615, in Street No. -0615 (12 M. Wide) (Erstwhile plot No. 1325 in Block No. AAIIB) Category HiG(Individual -II) Situated in the New Town, Police Station Rajarhat, District North 24-Parganas presently in Panchayat area now within the jurisdiction of New Town Kolkata Development Authority more particularly described in the First Schedule hereunder written.
- 4) BUILDING: shall mean and include the proposed G+IV building to constructed in accordance with the building plan along with the

additions, alterations and modifications done in respect of the same in accordance with any revision, alteration, amendment or modification of the building plan to be sanctioned immediately after execution of this agreement on the land admeasuring an area of about measuring about 300.00 Sq. Metre be same or little more or less being Premises No. 24-0015, in Street No. -0015 (12 M. Wide) (Erstwhile plot No. 1325 in Block No. AAHB) Category HIC(Individual -II) Situated in the New Town, Police Station - Rajarbat, District - North 24-Parganas now within the jurisdiction of New Town Kolkata Development Authority.

- 5) OWNERS: (1) SRI BRIJRAJ NARAYAN SINGH (PAN No. ALBPS1422.7) son of Nirmalendra Narayan Singh residing at 42 A Hazra Road Ballygunge P.O-Ballygunge, P.S-Ballygunge Kolkuta- 700019. West Bengal & (2) USHA KUMARI SINGH (PAN No. AKRPS9782Q) Daughter of Late Pratap Chandra Singh, residing at oasis flat no-060406,36B, Panditiya Road, Sarat Bose Road P.O-Rashbehari Avenue, P.S. Lake Kolkata 700029, West Bengal, both by religion Hindu, Nationality Indian, by Party No (1) Occupation Business, Party No (2) Occupation Housewife hereinafter jointly referred to as the OWNERS (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, representatives and assigns).
- 6) DEVELOPER shall mean NAOOLIN REALCON PVT. LTD. (PAN AAFCN0116N) a company incorporated within the meaning of the Companies Act. 1956, having its registered office at Merlin Matrix, Unit No. 203, DN-10, Sector-V, 2nd Floor, P.O. Sech Bhavan, P.S. Electronic Complex, Kolkata 700091, West Bengal, represented by its Director SRI DEBASHIS ROY (PAN No. AOPPR38591) son of Sunil Kumar Roy, residing at Vill. Panapukur, P.O. Bhangar, P.S. Kashipur, Dist South 24-Parganas, Pin: 743502, West Bengal, by Religion Hindu, by Nationality Indian, by occupation Business,

hereinafter called the "DEVELOPER" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors, successor-in-office administrators, representatives and assigns);

- 71 CO-OWNER: according to the context shall mean all the persons who purchase or agree to purchase or own flats/units/car parking spaces in the said building.
- 8) COMMON AREAS AND INSTALLATIONS AND FACILITIES shall mean and include corridora, stair-ways, passage, ways, pump mom, tubewell, over head water tank, water pump and motor, root, lift and other facilities which are more particularly mentioned in the Third Schedule hereunder written.
- 9) <u>COMMON EXPENSES</u> shall mean include all expenses for the maintenance, management, upkeep and upkeep of the premises and in particularly the common areas installations and facilities and for rendering of common services in common with the co-Owner including those pentioned in the THIRD SCHEDULE bereander written.
- 10) **COMMON PURPOSE**: shall mean and include the purpose of managing maintaining and keeping the building to be constructed on the said property and the said property (an in particular the common areas installations and facilities), rendering of common service in common expenses and dealing with the matters of common interest of the co-Owner and relating to their manual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the common areas installations and facilities in common.
- 11) **BUILDING PLANS** shall mean and include such plan and/or plans for the construction of the said building/buildings to be sanctioned by the competent authority of concerned New Town Kolkata

Development Authority and other competent authority for the construction of the building including its modification and/or revisions for the said proposed project.

- 12) SUPER BUILT-UP AREA on any unit shall be and be deemed to be the plinth area of the flat comprised in any unit including all the boundary walls thereof together with proportionate share of all common covered areas in the building, it been clarified that lift walls, lobbics and staircases of all the Boors shall be deemed to be common covered areas while the area of the common covered/open car parking spaces shall not be included in the computation of such super covered area.
 - 13) ADVOCATE/DEED WRITER shall mean Advocate/Deed Writer as the Developer may appoint from time to time.
 - [4] <u>TITLE DEED</u> shall mean all the documents of title relating to the said property which shall be kept with the owner & shown to the developer as & when required.
 - 15) SALABLE SPACE: shall incan and include the space in the building available for independent use and occupation for residential purpose along with proportionate share of the space required for the common portions and/or common facilities.
 - 16) ARCHITECT: shall be such Architect/Engineer who being appointed by the Developer and who will design and plan, prepare modification of plan, alterations of the plan of the building on the said property and obtain the required sanction for construction of such building from the appropriate authority.
 - 17) TRANSFEREE shall mean a person, firm, limited company, Association of persons to whom residential flat/garage/car parking space or spaces in the building has been transferred.

- 18) ASSOCIATION shall mean any Association that may be formed together with all the existing purchasers of the flat or nominated by the Owner for the common purposes having such rules and regulations and restrictions as be deemed proper and necessary by the Owner and the intending purchasers but not inconsistent with the provisions and covenants berein contained.
- 191 UNITS shall mean the flats and/or constructed space or spaces built and constructed or intended to be built and constructed by the Owner at the said property and/or constructed area capable of being exclusively held or occupied by a person and/or persons at the said premises.
- 20| PARKING SPACE shall mean the spaces meant or earmarked within the premises of the building the ground level for open parking as well as covered cat parking spaces.
- 21) COMMERCIAL SPACE shall mean the spaces meant or earmarked within the premises of the building as also at the ground level in the open and abutting the said building for Shops, Offices etc...
- the Owner will be entitled to get Entire 2nd Floor and the Entire Fourth Floor comprising of several residential flats/Units and 50(Fifty) per cent constructed area (super built up area) of the Ground Floor, AND TOGHETHER WITH the undivided proportionate share in the said land TOGETHER WITH the right to use and enjoy all common areas and facilities for the land and the proposed building to be constructed on the said property and sum of Rs.10,00,000/- (Rupees Ten Lakh only) which will be paid by the developer to the Owners as follows:
- al Rs. 5,00,000/- (Rupees Five Lakh only) Non Refundable down payment at the time of execution of this registered Development Agreement.

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b) Rs.5,00,000/-(Rupees Five Lakh only) on or after plan Sanction in the form of an Interest free Refundable Security Deposit.

The Security Deposit sum of Rs.5,00,000/- (Rupees Five Lakh Jwhich will be paid by the owners to the developer as refundable in the manner.

- a) Rs.5,00,000/-(Rupces Five Lakh only) refundable after handing over the possession to the Owners Allocated Portion.
- b) As per I.T. Act,1961, the Developer deduct 10% amount as TDS from the total consideration money which will be received by the Owner from the Developer and the said amount will be deducted from the last amount paid by the Developer to the Owner herein.
 - 23) THE DEVELOPER'S ALLOCATION shall mean the remaining portion of the proposed G+IV building i.e. Entire first Floor and the Entire Third Floor comprising of several residential flats/Units and 50(Fifty) per cent constructed area of the Ground Floor as mentioned above on the said premises as aforesaid TOGETHER WITH the right to above and enjoy the roof area, which would be entitled as a common space use and enjoy the roof area, which would be entitled as a common space to be enjoyed by all flat owners on the roof subject to obtaining of sanction plan will be limited to a mutual understanding based on legal agreement between developer & owner.
 - construct the building on the said property at his costs and deal with construct the building on the said property at his costs and deal with the developer's allocation as aforesaid, the owner shall get i.e. the Owner will be entitled to get Entire Second Floor and the Entire Fourth Floor will be entitled to get Entire Second Floor and the Entire Fourth Floor comprising of several residential flats/Units and 50(Fifty) per cent comprising of several residential flats/Units and 50(Fifty) per cent constructed area of the Ground Floor and a consideration of a sum of Rs.10,00,000/- (Ropees Ten Lakh only) in the manner stated above

THE DEVELOPER'S OBLIGATION AND RIGHT

- (1) The Developer shall be at liberty to cause all necessary searches at his own costs with regard to the marketability of the title of the property.
- (2) The Developer will be at liberty to have the said land surveyed and/or measured at his own costs.
- (3) The Developer will be at liberty to have the soil of the said land appropriately tested at his own costs.
- (i) The Developer after removal of the said salvage at his own costs and expenses shall erect and complete the GrIV storied building or such storied building as may be sanctioned by the concerned New Town Rolkata Development Authority by using the standard materials Rolkata Development Authority by using the standard materials repetified in the Second schedule hereunder written and shall have the right to construct and use the portion of the said building allotted to the Developer for residential purposes after proper plan sanctioned by the Developer. It is made clear that on the portion of ground floor will be for flat/car parking space/garage as well as open, meter room, under ground water reservoir, etc. The Developer shall construct the building for residential/ commercial purposes.
 - (5) The Developer shall ensure that the residential building to be creeted on the said land shall be habitable with adequate electrical, telephone and domestic water supply connections, drainage and sewerage.
 - (6) During the construction/erection of the said residential building on the said land, the Developer shall keep all works in progress and executed.

- (7) The Developer out of his own costs and expenses complete and construct the building and the same shall be completed on the said property within the period as mentioned herein below.
- (8) The Developer shall pay all costs, charges and expenses with regard to the outgoings payable in respect of the said property on and from the date of obtaining vacant possession of the said property and upto the date of handing over possession of the Owner's allocation or intimation to the Owner in writing whichever is the earlier. PROVIDED HOWEVER the Developer shall be liable to pay all taxes, outgoings in respect of the Developer's allocation even after completion of the building.
- (9) If required, the Developer will be at liberty to modify, after and amend the plan to be senctioned or sanctioned by the concerned New Town Kolkata Development Authority in respect of the said property to which the owner agreed and consents to put his signature and undertakes to co-operate whole heartedly.
- terminate and/or determine this agreement within the stipulated period of construction of the said building. It is recorded herein that the completion period of the said proposed building shall be only 18[Eighteen) months from the date of sanctioning of the building plan with a maximum further extended period of 6(six) months BUT SUBJECT TO force majeure and/or other reasons beyond the control of the Developer in which event the time to complete the construction of the proposed building shall reasonably stand extended from time to time.
- (11) Violation of the terms ≈ conditions of the agreement would lead to cancellation of agreement & termination of the aforesaid development.

- "Force Majoure" shall be flood, earthquake, riot, war storm, tempest, civil commotion, strike and/or any other act or commission beyond the control of the parties hereto.
- 2 It is understood that from time to time to enable the construction of the building by the Developer, various deeds, Matters and things and berein specifically referred to may be required to be done by the Developer for which the Developer may require the authority or Owners and various applications and other documents may be required to be signed or made by the owner relating to which no specific provisions has been made herein, the owner hereby authorize the Developer to do all such acts deeds matters and things and undertake forthwith upon being required by the Developer in this behalf to execute any such additional powers of authorities as may be required by the Developer for the purpose
 - (11) The Developer shall incur all costs, charges and expenses for construction of the said G+IV storied building or buildings as per the specifications mentioned in the Second Schedule and shall pay Architect's fees and other charges as may be required for construction and completion of the building except those which are mentioned under this agreement. In case of further expansion of any floor on roof, subject to obtaining sanction from above mentioned authority the land owner and developer will have equitable right.
 - (12) The Developer hereby undertake to keep the owner indemnified against all third party claims and actions arising out of any sort of act or omissions or commission of the Developer in relation to the making of construction of the said building.
 - (13) The Developer shall on completion of the building put the owner in undisputed possession of the Owner's allocation TOGETHER WITH the

rights in common to the common facilities and amenities to be enjoyed proportionately with other owner of flat/flats.

- [14] The Developer shall be absolutely and exclusively entitled to enterinto agreement for sale/lease, mortgage or transfer in respect of Developer's allocation on the basis of the Registered Development Power of attorney in the name of Developer and entitled to sign all necessary documents on behalf of the owner however that such dealings shall not in any manner fasten of create any financial and legal liability upon the owner.
- (15) The Developer shall execute the Deed of Conveyance or Conveyances or long term lease in favour of the intending Purchaser or Purchasers of the Developer's allocation of the building on behalf of the Owner on the strength of the Registered Development Power of Attorney to be executed in favour of the Developer PROVIDED HOWEVER the costs of Conveyance or conveyances including non-judicial stamps and registration expenses and all other legal expenses shall be borne and paid by the intending purchaser or purchasers thereof. Since ground floor is a joint allocation of owner & developer, it would be not entitled to mortgage by the developer.
- [16] The Developer shall at his own costs construct erect and complete the building at the said property in accordance with the sanctioned plan with such materials and with such specification as are mentioned in the Second Schedule hereunder written and as may be recommended by the Architect/Engineer from time to time.
- (18) The Developer shall be authorized in the name of the owner in so far as necessary to apply for and obtain quotas, entitlements and other allocation of or for cement, all types of steels, bricks other building materials and accessories allocable to the owner for the construction of the building and to similarly apply for and obtain temperary and

Developer's allocation and it may think fit and proper from all such person or persons it may desire without any interference and/or obstructions from the Owner.

b) The Developer will be entitled to enter into an agreement for sale and/or deed of conveyance or transfer the respective flats in his allocation in the proposed building and for entering into such agreement with the prospective buyers the Developer shall not be liable to make the Owner as parties.

OWNER'S REPRESENTATIONS: Prior to entering into this agreement, the Owner do hereby assure, represent and confirm that

- (a) The said property is free from all encumbrances, liens, lispendens, charges, attachments, whatsoever and howsoever.
- (b) Save and except the Owner herein nobody has any right, title and/or interest or claim over and in respect of the said property in any manner whotsoever.
- (e) There is no legal but or impediment to develop, deal with the said property in any manner whatsoever.
- (d) The said property is fully vacant which is under the physical possession of the owners and save and except the owner nobedy are in occupation in the said property or any portion thereof.
- (c) The Owners will assist the Developer to complete the building on the said land and also to sell the Developer's allocation.
- (f) The Owners prior to execution of instant agreement have not entered into any agreement for sell, and/or any such other transaction thereby encumbering, the same and/or dealing with, disposing of, parting with or development of the said property or any portion thereof in any manner whatsoever.

- of the said property up to the date of handing over possession of the said property and also undertakes to pay all taxes, dues maintenance charges from the date of taking possession or notice of intimation to take possession of the owner's allocation, whichever is the earlier.
- b) The Owner shall apply and obtain all necessary permissions and certificate as may be required for development of the said property.

OWNER'S OBLIGATION :

- (1) 'The Owner do hereby undertake to keep the Developer indemnified against all the third party's claims with regard to the title in respect of the said property and further undertake not to create any encumbrances on the premises or no any part thereof, save and except the Owner's allocation of space in the proposed building after the plans are sanctioned.
- (2) The Owner shall not do any act with any persons in respect of the instant property by virtue of which construction cannot be done.
- (3) The Owner do hereby grant exclusive right of development of the said property anto and in favour of the Developer with the intent and object that the Developer shall have the necessary maps or plans prepared by a duly authorized Architect for being submitted to the concerned New Town Kolkata Development Authority or other Authorities concerned for sanction and shall construct, erect and complete the G+IV storied building or buildings on the said property being complete in all respects in accordance with the plan to be sanctioned by the said Authorities concerned and specifications as provided in the Third Schedule hereunder written.
 - (4) The owner shall pay all taxes, outgoings, upto the date of handing over vacant possession of the said property and also all taxes, Vat, Sales

Tax, Service Tax NKDA Tax and any other Central or State Government, Tax Outgoings, duties, impositions upto the date of handing over vacant possession of the said property.

- (5) The Owner shall execute and sign all papers, documents, plan and amended plan as may be required by the Developer in respect of the said property for the purposes of development of the said property.
- [6] The Owner and the Developer shall co-operate with each other in every possible manner, and the Owner shall sign and execute all conveyances, transfers, agreements, authorities, powers, declarations, applications, notices and other papers and documents as may be required of them by the Developer, for the fulfillment of the objects and the intentions of this agreement provided the Developer shall fulfill its obligations.
- (7) Simultaneously at the time of execution of this agreement the Owner shall execute a Development Power of Attorney to the Developer for getting the plan sanctioned, and for construction of the said building or Buildings in respect to the said property and also authorizing the said Developer to enter agreements for sale and also to sell of his Developer's allocation in the proposed building to the prospective buyer or buyers.
- (8) On the other hand it is hereby specifically agreed by the Owner that he will be bound to co-operate with the Developer during the tentire of the aforesaid event.
- (9) In case the Owner's desire to change the quality of the material or any other change with regard to his allocation then in such event the Owner shall be liable to pay the difference of the costs, charges, expenses, labour charges for such change of materials.
- (10) The Owners shall assist the Developer for formation of an association.

- (11) The Owners shall take possession of the said building immediately after receipt of the notice from the Developer.
- (12) The Owners shall not sell, transfer, alienate and encumber the said property or any portion thereof except the Owner's allocation.
- (13) The Owners shall not cause any obstructions, interference with regard to the construction of the building in respect of the said premises.
- (14) The Owners agreed to join as parties in respect of the respective Deed of Conveyance to be executed in favour of the prospective purchasers of the Developer's allocation in the proposed building, if required.
- (15) The Owners hereby grant subject to that has been thereunder provided exclusive right to the Developer to develop the said property by way of constructing a building thereon in accordance with the building plan to be sanctioned by the concerned New Town Kolkata Development Authority with or without such amendment and/or modification that may be advised by the Architect/Engineer.
- (16) The Owners do hereby agree and covenants with the Developer not to cause any interference or hindrance in the lawful construction of the said building at the said property by the Develop. If the Owner or his agents, servants cause any interference or hindrance, representatives causing hindrance or impediment to such construction the Owner will be liable for damages.
- [17] The Owners do hereby covenant with the Developer not to do any act deed or thing whereby the Developer may be prevented from selling, lease out of let out or assigning and/or disposing of any of the Developer's allocation portion in the building at the said property in favour of the intending buyers of flats/apartments in the said building. The Owners further gives undertakings for an on behalf of his agents,

servants' representatives for similar act at his own liabilities and responsibility

- (18) The Owner herein undertakes not to create any kind of charges or mortgage including that of equitable by depositing the Title Deeds of the said premises/land or any portion thereof at any tie during the subsistence of this agreement.
- (i9) The Owner will sign all documents for obtaining the plan sanctioned immediately upon presentation to them and shall execute Development Power of Atterney as mentioned under this agreement in favour of the Developer or his nominee simultaneously at the time of handing over vacant possession to the said premises of the Developer.

 20) The original papers of the land will be with the landowner & will be provided to the developer as & when required with immediate effect.

ARBITRATION:

In case of any difference or dispute between the parties bereto concerning this Agreement or interpretation thereof the same shall be referred to the Arbitrators, in accordance with the Indian Arbitration and conciliation Act 1996.

JURISDICTION :

(1) Courts at Calcutta alone shall have jurisdiction to entertain and try all actions suits and proceedings arising out of the Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT G+IV storied building together with piece and parcel of land measuring about, 300.00 Sq. Metre be same or little more or less being Premises No. 24-0615, in Street No. -0615 (12 M. Wide) (Erstwhile plot No. 1325 in Block No. AAIIB) Category HIG(Individual -II) Situated in

the New Town, Police Station - Rajarhat, District - North 24-Pargams now within the jurisdiction of New Town Kolkata Development Authority under Additional District Sub-Registration Office Rajarhat, New Town, and the soid land is butted and bounded by:

ON THE NORTH: Hy Premises No. 23-0623 & Street No. 25-0623

ON THE SOUTH :By Street No-0615(12Metre Wide)& Premises No-22-0615

ON THE WEST : By Premises No. 22-0615 & 23-0623

ON THE EAST : Street No-0615(12Metre wide) & Premises No-25-0623

SECOND SCHEDULE ABOVE REFERRED TO:

(Common Areas Installations and Facilities)

Under Ground Water Tank : As per specification one number of underground water tank to be provided.

Overhead water tank: One sufficient capable overhead water tank will be provided with supply of water line to all flats and common space with one electric motor with pump for lifting of water from underground reservoir to overhead tank. One Deep Tube-well will be provided.

Underground Septic Tank : As per specification underground septic tank will be provided.

Pump Room: Water Motor Pump to be cover with iron grill gate for safety.

Power supply and Meter space - Adequate power supply to be arrange and Meter space duly covered to be provided.

ELECTRIC LINE AND FITTING IN COMMON SPACE.

Adequate electric line/points to be provided at all common areas, amenities and facilities, like stairs, caretaker room, pump room, common bath room, lift machine room common passage, roof etc.

THIRD SCHEDULE ABOVE REFERRED TO : SPECIFICATIONS OF THE BUILDING:

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

Cement -Ultractech, Lafarge.

Steel -SRMB/ Elegant/Sul (FE 500)

Brick - Traditional Brick.

Electrical -Fionolex/Havells/Anchor

Flooring -Vitrified Tites ()HONSHON/KAJARIA) equivalent reputed branded.

Sanitary Fittings - Hindware/Paryware.

Water Pittings -Esseo/Marc

Paint -Rerger/Asian Paints

The Contractor will complete the said building as per the following

SPECIFICATION:

PAINT: Internal - Smooth finished with wall putty.

-External- Apex brand or weather proof coat on outside wall.

FLOOR: -Vitrified Tiles in Living/ Dining and

Bedrooms/Kitchen. -Stagrase & Passages-Marble finish.

· KITCHEN:

- Antiskid Vitrified Tiles on Floor

Counter -Grante Top
 Sink -Stanless Steel

Pado
 Tiles on top of counter up to 2ft.
 Exhaust & Chimney point.

TOILETS:

Phior

-Anti Skid/Mat Finish Tiles on Floor

Qado / Wall

-Glazed Tiles

W.C

-European type of Parryware

Wash Basin

-Parry ware/ Hind war or equivalent reputed branded.

Fittings

-C.P/OPVC

DOOR

-Solid Core Flush Door

Window

Alaminium with glass louver.

DOOR:

Main Door- Sal wood frame with Solid core flash door with laminate both

Others Door - For hed room, Tester Door and kitchen- Solid core Push door with lamenate both side.

- -Glazed sliding window with aluminium frame with glass. Entire building will be having aluminium frame with glass louver. WINDOW:
- -10mm x 10mm M S. square bar M.S. WINDOW& GRILL:

10 x 10 mm M.5. Square bar and -Stair railing: hand rail cover.

20 mm x 20 mm post with S.S/MS

-Veranda, balcony, and railing: 3' ht M.S. Grill square bar./ Hollow Bar

- M.S. Collapsible gate: Gr 11. Main door.

-H.C.C. reservoir (As per drawing); U.G. reservoir

Overhead water tank-R.C.C. reservoir (As per drawing)

-Supreme equivalent reputed branded Plumbing:

-Submersible Pump (one no.) with motor (Reputed make) · Pump: system. along with and control

-Paver Block or Crazy flooring. External passage:

-As per drawing.

Ground floor car parking: Cast in situ crazy mosaics finish over 100 mm tlik. PCC.

Electrical: Finolex/Anchor/Havels make copper wire, concealed wiring in PVC conduct with ISI approved modular switches

Item	Bed RM	Liv / Din	Kitchen	Each Toilet	Building Ent Gate	Stair case & roof	Bal./Ver	Garay
Light Point	2	4	1	2	2	3/FI+5 roof	1	7
Fan Point	1	1			-			
16A Plug Point	1	1	2			1		-
6A Piug Point	2	1	1			1		1
A.C. Point(16A)	1	1						
Fridge (16A)		1		1	-			
Exhaust Point			1	1	-			
T.V. Antenna Point along with power point	1	1						
Calling Bell/buzzer		1					-	-
Geyser Point(16A plug)				1				-
Washing M/c(16A plug)					4		1	
R.O. (6A plug)			1.				-	-
Chimney (16 A plug)			1					-

EXTRA WORK : any work other than specified above would be regarded as extra charges.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective bands the Day, Month and Year first above written.

SIGNED AND DELIVERED by

the <u>OWNERS</u> at Kolkata in the presence of .

1. Marcial & ai ON-20 Months Habita NOTE: No 1263

2. Superio Phabliche Bost Paras SF 12 h. Dr Sudla Bost Paras Kliddenford. Kotkalt - 700023.

SIGNED AND DELIVERED by

the DEVELOPER at Kolkata

in the presence of:

1. Marin La

NACOLIN REALCON PRIVATE LIMITED

When Y Sh

SIGNATURE OF THE OWNER

Brastin M Director

SIGNATURE OF THE DEVELOPER

2. Supon Esakulagio.

Draft Prepared by mey

MD. MANIR UZ JAMAN

Licence No. DW- I - 33.

Residence: Mahammadpur Office:Block-AC, New Town Tank No.1, Kolkata - 700156

Mobile: 9830538095/8420729961 E-mail: manicircle2@gmail.com RECEIVED of and from within named Developer the within mentioned sum of Rs 500000/- (Rupees Five Lakh only) in full payment of the consideration money as per memo below:

MEMO OF CONSIDERATION

Date	Cheque/Cash	Bank	Amount(Rs.)
15/03/2018	000224	kotak	225000
15/03/2018	000225	kotak	225000
	TDS		50000
	TOTAL		5,00,000

(Rupees Five Lakh only)

WITNESSES

1. Maniel Veni DN 10 Mester Master Room R 2 0 3 Sector of Kalkata 156

2. Suprie Phablichergy.
37/4 H. Dr Sudler Bose Road
Rollepore
Kolkale-Horo29.

Bignature of the owners

SITE PLAN OF PREMISES NO. 24-0615, PLOT NO. 1325 IN AA-IIB OF NEW TOWN, KOLKATA. MOUZA-RECJUANI, J.L. NO.13, RAJARHAT-BISHNUPUR-I G.P. UNDER NEW TOWN POLICE STATION

SCALE - 1 400 AREA= 300 00 SQM



	23-0623	
	12500 MM	
22-0615 24000MM	24-0615	24000MM 25-0623
	12500 MM	15

ALL DIMENSIONS ARE IN MM

Big LI

SIGNATURE OF OWNER

MACCHIN REALCON PRIVATE LIMITEL.

SIGNATURE OF CEVELOPER

Director



मानक सरकार

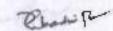


দেবাশীৰ বাৰ Debashis Roy জহতাবিখ/ DOB: 10/01/1979 বুৰুৰ / MALE



7948 1996 4292

আমার আধার, আমার পরিচয়





कार्या अधिक यहचान प्राधिकरण कार्या अधिक यहचान प्राधिकरण

रिकानाः कम्थः कृषेन कृपतः सदः, निकारणाः गारुं, गांजगुक्तः, गरिन २४ गराजवः गरितं का - 743502 Address S/O: Survi Xumar Rey, Bijaygan) Para, Panapukur, South 24 Parganas, West Bengal - 743502

Chiamana and I da



B

FO Beams, 104 Bangeture 500 00 PRESENTANT /
EXECUTANT / SALLER/
BUYER/CAIMENT
WITH PHOTO

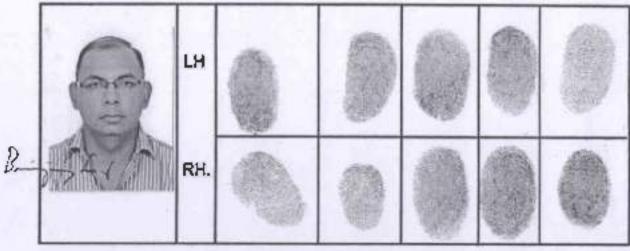
UNDER RULE 44A OF THE I.R. ACT 1908

N.B. -

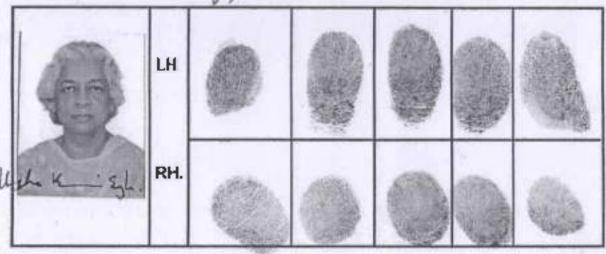
LH BOX- SMALL TO THUMB PRINTS R.H. BOX - THUMB TO SMALL PRINTS



ATTESTED :- Planting



ATTESTED :- Big Sil.



ATTESTED: - llahe K = sigl.

आयकर विमाग INCOMETAX DEPARTMENT USHA KUMARI SINGH

T.

मारत सरकार GOVI OFINDIA

PRATAP CHANDRA SINGH

OMOW1543 Permanent Account Number AKRPS9782Q

march

Signature



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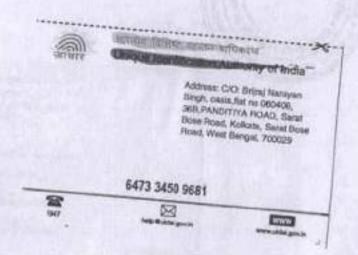
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मेरा आधार, मेरी पहचान

Usha is Sigh.



आयकर विमाग INCOME TAX DEPARTMENT 第

भारत गरकार GOVT OF INDIA

BRIJRAJ NARAYAN KNON

HIRMALENDRA KARAYAN SINCH

23/11/1870

ALBP514224

المنازنة ا



B-7-54

इंग कार्य में वार्थ / प्रापेश कृषण कुषित करें / अर्थाण अरुवार पेत्र तेया इकार्य, एत्यूल सीमात इ.सी.सीमात नामी कार्यित अर्थान अर्थ, कर्मन १००/ ह. पीका जानों में, दिव बेचारा प्रीक सीमात पुर्व – बार दान

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Tel: 91-26-2721 6060; Fax: 91-20-2721 8081 a coal time 50; seel so in



গ্রাপার - সাধারণ যানুষের অধিকার





ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ ক্রি

টিকান্ গা.হ. হাজা লোচ, বালিছে, বালিছে, কোকাল্ল, বস্থিতক, বততেও

Address 42 A. HAZRA ROAD, BALLYGUNGE, Bellygunge S.O., Ballygunge, Kolkata, West Bengal, 700019









Directorate of Registration & Stamp Revenue

e-Challan

Payment Mode

Online Payment

(Query No /Query Year)

15 . 11-11 014011/03 1

IN Date: 16-092018 14-41 17

State Bank of India Bank:

BRN:

IKOONFKMK2

BRN Date: 16/03/2018 14:47:55

DEPOSITOR'S DETAILS

ld No.: 15231000080644/3/2018

Namo:

SUVANKAR DAS

+91 9836206079 Mobile No. :

Contact No. : E-mail:

dassuva 1685@gmail.com

Address:

281 5 H 51 KOL 36

Applicant Name

NAMAL SUS JAMAN

Office Name

Office Address

Status of Depositor :

Others

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement

Payment No 3

PAYMENT DETAILS Amount(?) Head of A/C Head of A/C Identification Description SI. 19001 No. 0033-02-13-003-1V No. Property Sugaration. States (48) 50 11/23/10/00/05/06/4/3/29/18 0030 Property Processor Toylog Mr. 15231000080644/3/7015 24947

Total

In Words 1

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Major information of the Deed

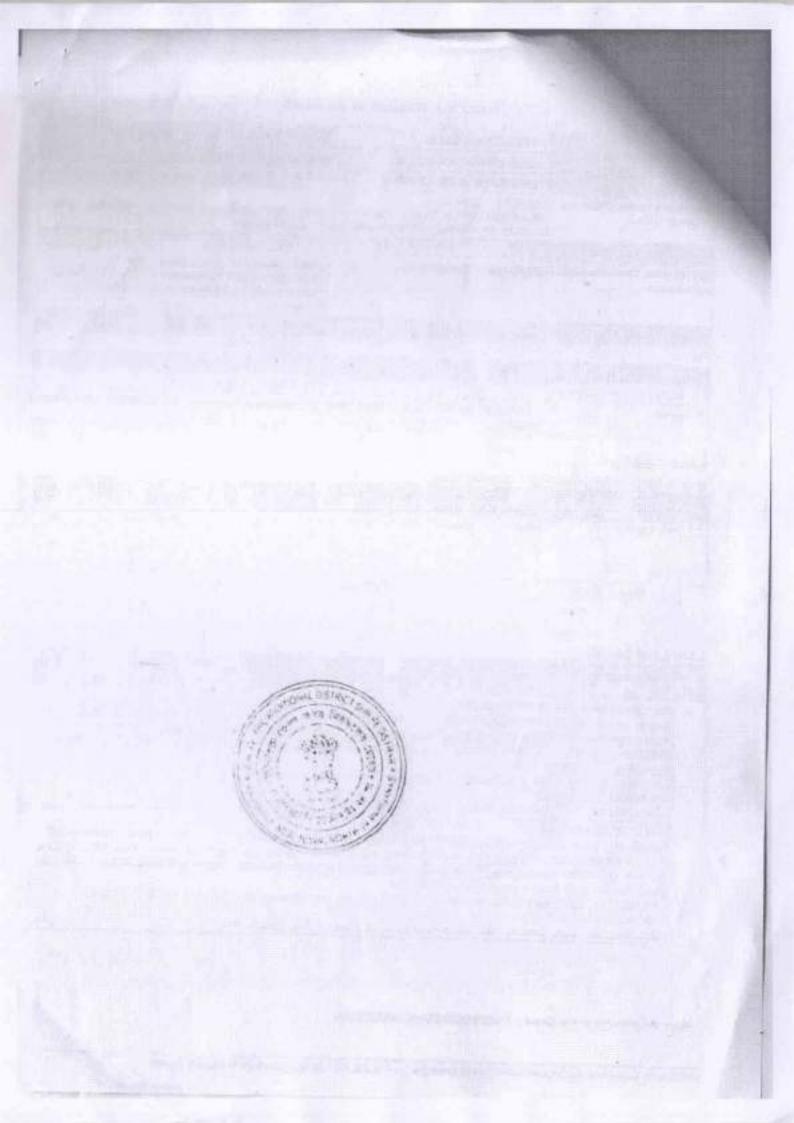
	Major Information o	100000000000000000000000000000000000000		
	1-1523-03268/2018	Date of Registration 16/03/2018		
1 NO.1	1-1523-03288/2010	Office where deed is registered		
purity No / Year	1523-1000080644/2018	A.D.S.R. RAJARHAT, District: North 24-Parganas		
	15/03/2018 3:36:12 PM	The state of the s		
pplicant Name, Address Applicant Name, Address	MANIR UZ JAMAN MOHAMMADPUR, Thana : Rajari 700135, Mobile No. 983053809	nat, District : North 24-Parganas, WEST BENGAL, PIN 5, Status : Deed Writer		
Out of the last of	700135, Nothine 140	Additional Transaction		
Transaction [0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property Declaration [No of Declaration : 2], [4311] Other Shart Immovable Property, Receipt [Rs 5,00,000/-]		
		Market Value		
Set Forth value		Rs 1,33,15,519/-		
Rs. 1/-		Registration Fee Paid		
A Ded STI		Rs. 5,021/- (Article:E, E, B)		
Rs 20.021 - (Article:48(g))	THE TY AND	y) from the applicant for issuing the assement slip (Urb		
Remarks	Received Rs. 50/- (FIFTY drii area)			

Land Details:

	CL NOIN 24	Khatian	Land		H.doo(i) - B Area of Land	SetForth	Value (In Rs.)	
Sch	Plot	Number	The second second second second			4.6	1 33 15 5190	AAKIN Or what days.
L1	RS-1325	Section 1997	Bastu Shali	Shali	3228 Sq Ft		The same	Road: 40 F1. Adjacent to Meta Road.
		1701	100	-	7.39750ec	11-	133,15,519 /-	

SI No	Name, Address, Photo, Finger print and Signature
1	Shri BRIJRAJ NARAYAN SINGH Son of NIRMALENDU NARAYAN SINGH 42A, HAZRA ROAD BALLYGUNGE, P.O BALLYGUNGE, P.S Son of NIRMALENDU NARAYAN SINGH 42A, HAZRA ROAD BALLYGUNGE, P.O BALLYGUNGE, P.S Buflygunge, District - South 24-Parganas, West Bongal, India, PIN - 700019 Sex: Male, By Caste: Hindu. Buflygunge, District - South 24-Parganas, West Bongal, India, PIN - 700019 Sex: Male, By Caste: Hindu. Occupation: Business, Citizen of, India, PAN No.: ALBPS1422J, Status :Individual, Executed by: Self, Date of Execution: 15/03/2018 Admitted by: Self, Date of Admission: 15/03/2018, Place: Pvt. Residence Admitted by: Self, Date of Admission: 15/03/2018, Place: Pvt. Residence
2	USHA KUMARI SINGH Daugther of Late PRATAP CHANDRA SINGH PANDITIYA ROAD SARAT BOSE ROAD. Flot No. 060406 36B, Daugther of Late PRATAP CHANDRA SINGH PANDITIYA ROAD SARAT BOSE ROAD. Flot No. 060406 36B, Daugther of Late PRATAP CHANDRA SINGH PANDITIYA ROAD SARAT BOSE ROAD. Flot No. 100029 Sex: P.O. RASHBEHARI AVENUE, P.S. Lake, District. South 24-Parganas, West Bengal, India, Pin 100029 Sex: P.O. RASHBEHARI AVENUE, P.S. Lake, District. South 24-Parganas, West Bengal, India, Pin 100029 Sex: P.O. RASHBEHARI AVENUE, P.S. Lake, District. South 24-Parganas, West Bengal, India, Pin 100029 Sex: P.O. RASHBEHARI AVENUE, P.S. Lake, District. South 24-Parganas, West Bengal, India, Pin 100029 Sex: P.O. RASHBEHARI AVENUE, P.S. Lake, District. South 24-Parganas, West Bengal, India, Pin 100029 Sex: P.O. RASHBEHARI AVENUE, P.S. Lake, District. South 24-Parganas, West Bengal, India, Pin 100029 Sex: P.O. RASHBEHARI AVENUE, P.S. Lake, District. South 24-Parganas, West Bengal, India, Pin 100029 Sex: P.O. RASHBEHARI AVENUE, P.S. Lake, District. South 24-Parganas, West Bengal, India, Pin 100029 Sex: P.O. RASHBEHARI AVENUE, P.S. Lake, District. South 24-Parganas, West Bengal, India, Pin 100029 Sex: P.O. RASHBEHARI AVENUE, P.S. Lake, District. South 24-Parganas, West Bengal, India, Pin 100029 Sex: P.O. RASHBEHARI AVENUE, P.S. Lake, District. South 24-Parganas, West Bengal, India, Pin 100029 Sex: P.O. RASHBEHARI AVENUE, P.S. Lake, District. South 24-Parganas, West Bengal, India, Pin 100029 Sex: P.O. RASHBEHARI AVENUE, P.S. Lake, District. South 24-Parganas, West Bengal, India, Pin 100029 Sex: P.O. RASHBEHARI AVENUE, P.S. Lake, District. South 24-Parganas, West Bengal, India, Pin 100029 Sex: P.O. RASHBEHARI AVENUE, P.S. Lake, District. South 24-Parganas, West Bengal, India, Pin 100029 Sex: P.O. RASHBEHARI AVENUE, P.S. Lake, District. South 24-Parganas, West Bengal, India, Pin 100029 Sex: P.O. RASHBEHARI AVENUE, P.S. Lake, District. South 24-Parganas, West Bengal, India, Pin 100029 Sex: P. RASHBEHARI AVENUE, P.S. Lake, District. South 24-Par

Major Information of the Deco .- 1-1523 03768/2018-16/03/2018



Wiress, Photo, Finger print and Signature

MERLIN MATRIX, UNIT NO 203 DN 10, SEC V 2ND FL. P.O.- SECH BHAWAN, P.S.- East Bidhannagar, District. North 24-Parganas, West Bengal, India, PIN - 700091, PAN No.:: AAFCN0116N, Status Organization, Executed by: Representative

presentative Details:

Name Address Photo Finger print and Signature

Son of Shri SUNIL KUMAR ROY PANAPUKUR, P.O.- BHANGAR, P.S.- Kashipur, District: South 24-Parganas, West Bengal, India, PIN - 743502, Sex: Male, By Caste: Hindu, Occupation: Business, Shri DEBASHIS ROY (Presentant) Citizen of: India, . PAN No.:: AOPPR3859H Status : Representative, Representative of . NAOOLIN REALCON PVT. LTD. (as DIRECTOR)

dentifier Details :

Name & address

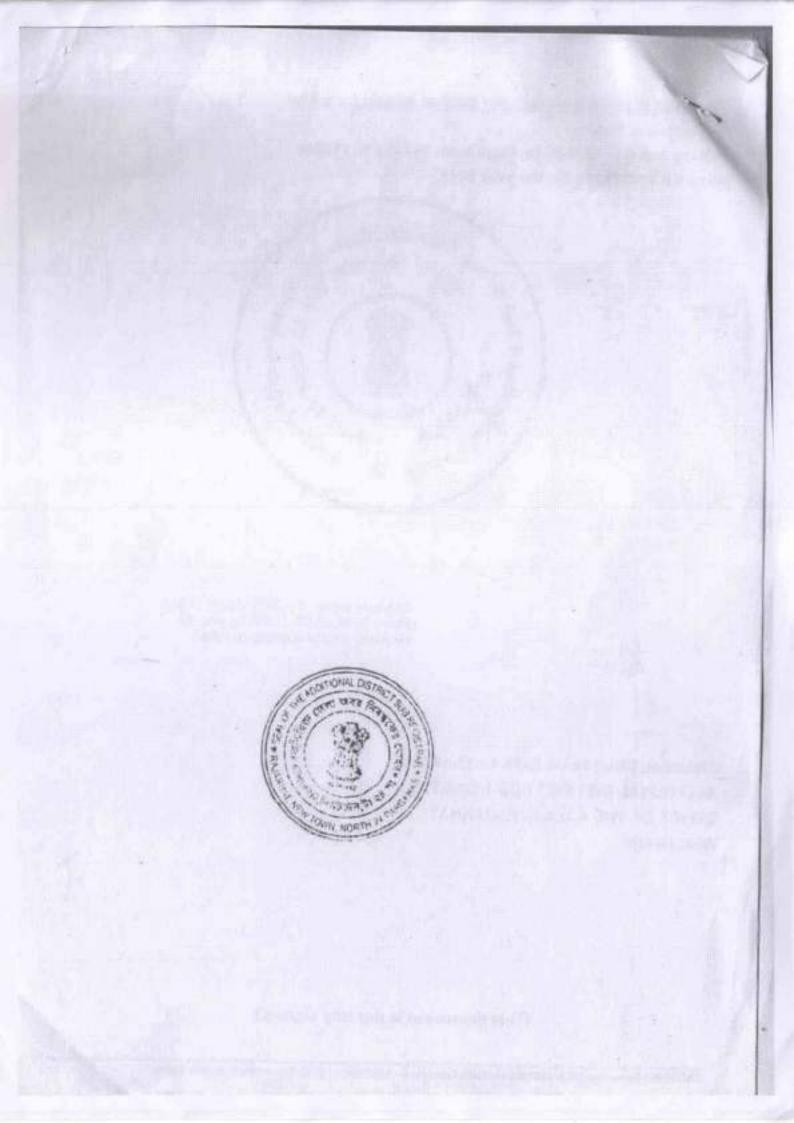
MOHAMMADPUR, P.O.-KADAMPUKUR, P.S.-Rajamat, District, North 24-Parganas, West Bengal, India, PIN - 700135. Sex: Male, By Caste: Muslim, Occupation: Deed Writer, Citizen of India., Identifier Of Shri BRIJRAJ NARAYAN SINGH, USHA KUMARI SINGH, Shri DEBASHIS ROY

ranst	er of property for L1	To, with area (Name-Area)	
SLNo	From	WACOLIN REALCON PVT, LTD -3 69878 DEC	-
500 11	SINGH	NAOOLIN REALCON PVT. LTD -3 69876 Dec NAOOLIN REALCON PVT. LTD -3.69876 Dec	
2	USHA KUMARI SINGH	NAOQLIN REALES	

Endorsement For Doed Number : 1 - 152303268 / 2018

Presentation(Under Section 52 & Rule 22A(3) 45(1),W.B. Registration Rules, 1962) Presented for registration at 22:45 hrs. on 15-03-2018, at the Private residence, by Shiri DEBASHIS ROY.

Major Information of the Deed - 1-1523-03268/2018-16:03/2018



13

une number 1523-2018, Page from 117229 to 117269 ng No 152303268 for the year 2018.



Digitally signed by DEBASISH DHAR Date: 2018.03.28 12:23:50 +05:30 Reason: Digital Signing of Deed.

Shan

basish Dhar) 28-03-2018 12:23:44 PM DITIONAL DISTRICT SUB-REGISTRAR FICE OF THE A.D.S.R. RAJARHAT est Bengal.

(This document is digitally signed.)