

**Living/Dining Room** : Large Vitrified tile Flooring of reputed make

**Bedroom** : 2' x 2' Vitrified tile Flooring of reputed make

**Kitchen** : Floor: Antiskid Ceramic Tiles

**Counters** : Granite top platform with stainless steel sink of reputed make

**Wall** : Glazed Tiles Dado up to 2.5 feet high above platform

**Toilets** : **Floor** : Antiskid Ceramic Tiles

**Wall** : Glazed Tiles Dado up to door height

**Sanitary ware** : White color of sanitary ware of Hindware or, equivalent with Essco or, equivalent CP fittings

**Electrical** : Concealed copper wiring of Havells or, equivalent make, MCB & modular switches of Havells or, equivalent telephone & TV cable points in living/dining. Geyser points in bathrooms, A.C. points in Master bedroom and AC ledge

**Interior Finish** : Plaster of Paris over cement plaster

**Exterior Finish** : Weather proof paint over plastered walls

**Landscape** : Wide spacious staircase, elegantly designed lobby and corridors with high quality marble / Tiles

**Intercom** : Every Flat (connection up to Drawing Room) only connection



IN WITNESS WHEREOF the parties have set and subscribe their respective hands, seals the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by OWNERS at Kolkata in the presence of:

WITNESSES:

1. Mimic Chakraborty -  
39/1, Shib Narayan Des Lane -  
KOL-700006.

2. Sahab Samanta  
10, old Post Office  
Street KOL-01

SIGNED, SEALED AND DELIVERED by the DEVELOPER in the presence of:

WITNESSES:

1. Mimic Chakraborty.

2. Sahab Samanta

Neelkanth Nirman (Pvt.) Ltd.

Brijesh Kumar Agrawal  
Director

Drafted by  
Blabam Basu  
Advocate  
High Court, Calcutta  
F-1494/12/2/2012

1) Neelkanth Nirman (Pvt.) Ltd.  
Brijesh Kumar Agrawal  
Director

2) ENTICE LANDMARK PVT. LTD.  
Ayush Ag  
Director

3) P. T. R. M.

4) SAHARSH PROJECTS PVT. LTD.  
Ayush Ag  
Director

5) BRIJESH KUMAR AGRAWAL (HU.)  
Brijesh Kumar Agrawal  
KARTA

6) TELLUS PROPERTIES PVT. LTD.  
Sachindra Kr. Jha  
Director

7) PEARLTREE INFRASTRUCTURE PVT. LTD.  
A. D. Agrawal  
Director

8) Subhash Chandra Sultania,

9) Lalit Agrawal

10) KEDARNATH ENTERPRISES PVT. LTD.  
Lalit Agrawal  
DIRECTOR

11) AMARNATH NIRMAN PVT. LTD.  
Ayush Ag  
Director

12) Ayush Ag

SUBHASH CHANDRA SULTANIA (HUF)

13) Subhash Chandra Sultania,  
KARTA



**REFUNDABLE/ ADJUSTABLE SECURITY DEPOSIT WITHOUT ANY INTEREST**

**Received Rupees 1,37,518/- (Rupees One Lac Thirty Seven Thousand Five Hundred Eighteen) only by Cheque from the DEVELOPER by OWNER No. 2 as per the details as within mentioned.**

**Received Rupees 10,00,000/- (Rupees Ten Lacs) only by Cheque from the DEVELOPER OWNER No. 3 as per the details as within mentioned.**

**Received Rupees 18,09,307/- (Rupees Eighteen Lacs Nine Thousand Three Hundred Seven) only by Cheque from the DEVELOPER OWNER No. 4 as per the details as within mentioned.**

**Received Rupees 10,00,000/- (Rupees Ten Lacs) only by Cheque from the DEVELOPER OWNER No. 5 as per the details as within mentioned.**

**Received Rupees 11,00,000/- (Rupees Eleven Lacs) only by Cheque from the DEVELOPER OWNER No. 6 as per the details as within mentioned.**

**Received Rupees 18,00,000/- (Rupees Eighteen Lacs) only by Cheque from the DEVELOPER OWNER No. 7 as per the details as within mentioned.**

**Received Rupees 10,00,000/- (Rupees Ten Lacs) only by Cheque from the DEVELOPER OWNER No. 8 as per the details as within mentioned.**

**Received Rupees 12,00,000/- (Rupees Twelve Lacs) only by Cheque from the DEVELOPER OWNER No. 9 as per the details as within mentioned.**



Received Rupees 46,98,167/- (Rupees Forty Six Lac Ninety Eight Thousand One Hundred Sixty Seven) only by Cheque from the DEVELOPER OWNER No. 10 as per the details as within mentioned.

Received Rupees 10,00,000/- (Rupees Ten Lacs) only by Cheque from the DEVELOPER OWNER No. 11 as per the details as within mentioned.

Received Rupees 12,00,000/- (Rupees Twelve Lacs) only by Cheque from the DEVELOPER OWNER No. 12 as per the details as within mentioned.

Received Rupees 5,00,000/- (Rupees Five Lacs) only by Cheque from the DEVELOPER OWNER No. 13 as per the details as within mentioned.













































**WITNESSES: .**

1. *Jimir Chaurabarty*

2. *Sahab Samanta*



SPECIMEN FORM FOR TEN FINGERS PRINT

	<i>Rajesh Kumar Agarwal</i>					
(Left Hand)						
						
(Right Hand)						
	<i>Ajay Singh</i>					
(Left Hand)						
						
(Right Hand)						
	<i>P. P. P.</i>					
(Left Hand)						
						
(Right Hand)						
	<i>Ajay Singh</i>					
(Left Hand)						
						
(Right Hand)						



SPECIMEN FORM FOR TEN FINGERS PRINT

	<i>Rajesh Kumar Agrawal</i>					
(Left Hand)						
(Right Hand)						
	<i>Sachin Kumar Jais</i>					
(Left Hand)						
(Right Hand)						
	<i>A. D. Agrawal</i>					
(Left Hand)						
(Right Hand)						
	<i>Subhash Chandra Sutarwale</i>					
(Left Hand)						
(Right Hand)						














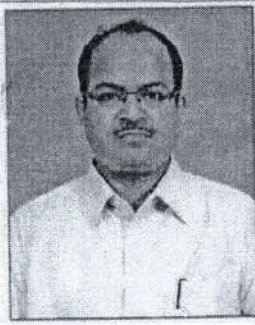










SPECIMEN FORM FOR TEN FINGERS PRINT

	<i>Condit Laguard</i>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
	<i>Condit Laguard</i>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
	<i>Ayesh Aguil</i>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
	<i>Ayesh Aguil</i>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				



SPECIMEN FORM FOR TEN FINGERS PRINT

4

	Subhash Chandra Sultani's						
		Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
							
Thumb	Fore	Middle	Ring	Little			
(Right Hand)							
	Rajesh Kumar Agarwal						
		Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
							
Thumb	Fore	Middle	Ring	Little			
(Right Hand)							
PHOTO							
		Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
Thumb	Fore	Middle	Ring	Little			
(Right Hand)							
PHOTO							
		Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
Thumb	Fore	Middle	Ring	Little			
(Right Hand)							



आयकर विभाग  
INCOME TAX DEPARTMENT  
NEELKANTH NIRMAN PRIVATE  
LIMITED



भारत सरकार  
GOVT. OF INDIA



09/07/2004

Permanent Account Number

AACCN0825A

01222011





आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

ENTICE LANDMARK PRIVATE LIMITED



04/03/2015

Prepaid Account Number

AADCE8949A

28032015



स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

AECA3729C



नाम /NAME

SARSWATI DEVI AGARWAL

पिता का नाम /FATHER'S NAME  
BAIJNATH AGARWAL

जन्म तिथि /DATE OF BIRTH  
12-05-1934

हस्ताक्षर /SIGNATURE

सरस्वती

*CB Das*

आयकर अधिकारी, ए.ए. - III

COMMISSIONER OF INCOME-TAX, W.B. - III



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

SAHARSH PROJECTS PRIVATE  
LIMITED



19/11/2013

Permanent Account Number

AATCS8669P

12050114



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

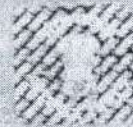
BRIJESH KUMAR AGRAWAL

BAIJNATH AGRAWAL

06/06/1964  
Permanent Account Number

ACYPA6430G

*Brijesh Kumar Agrawal*  
Signature



060602118



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

TELLUS PROPERTIES PRIVATE LIMITED

12/08/2013

Permanent Account Number

AAECT7376D

07082013



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

PEARLTREE INFRASTRUCTURE  
PRIVATE LIMITED



10/01/2014

Permanent Account Number

AAHCP5344E

29012014



आयकर विभाग  
INCOME TAX DEPARTMENT  
SUBHASH CHANDRA SULTANIA  
RAM NIRANJAN SULTANIA



भारत सरकार  
GOVT. OF INDIA

12/01/1964

Permanently Account Number

ALQPS1611L

SIGNATURE





आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

ANKIT AGRAWAL

BRIJESH KUMAR AGARWAL

15/07/1993  
Permanent Account Number  
BGZPA8183N

  
Signature



11042013



and having enough man power, technical term, technical expertise and others in order to complete and finish the subject project within the time limit as provided hereunder. In this Development Agreement the Authorized Signatory has put his signature on behalf of the Developer vide resolution dated 07.02.2022 And time to time the signatory can be changed in consent of the Directors and in that case new signatory will have full right to execute any documents on behalf of the Developer.

**ARTICLE-E**

**DEVELOPER'S RIGHT/S**

- 5.1. In pursuance of the mutual obligations and also subject to the various terms and conditions herein contained and on the part of DEVELOPER herein to be paid performed and observed OWNERS herein have agreed to grant the exclusive right of development for commercial exploitation in respect of the said premises unto and in favor of DEVELOPER shall be entitled to undertake the said project.
- 5.2. DEVELOPER shall be entitled to jointly to undertake or sales and marketing related activities in the manner as detailed hereinafter.
- 5.3. OWNERS acknowledge/s at or before intending these presents that DEVELOPER herein has made known to OWNERS that DEVELOPER shall be entitled to acquire and/or enter into arrangement in respect of any other piece or parcel of land adjoining or contiguous to the first schedule land (hereinafter referred to and called as the additional area) and shall be entitled to provide/ integrate/connect all the facilities and/or utilities existent in the first schedule land and/or the said additional area and/or for the project to any new building and/or buildings which may be constructed and/or promoted on the said additional areas including any access and/or for the purpose of ingress in and egress from and/or through the common parts and portions of the said in the first schedule



land and/or the said additional area and/or the project to the new building and/or buildings which may be constructed and/or built and/or promoted on the first schedule land and/or in the said additional area and/or the project including drainage, sewerage, transformer, generator, cable ducts, water lines and such other facilities and/or amenities and/or utilizes which are to be provided in the said complex and/or the project as a whole.

**ARTICLE-F**

**PLAN/PERMISSION/S**

- 6.1. For the purpose of undertaking development of the said premises DEVELOPER shall cause map or plan to be sanctioned independently in respect of the first schedule land and/or by integration and/or amalgamation of the adjoining plots of land OWNERS and DEVELOPER mutually agree that the plan may be modified or revised or new map of plan may be submitted for sanction before the connected authorities. In case if the sanction plan is required to be modified, revised or fresh plan required to be obtained specifically for any purpose then in such an event the sanction fee/s, fine and penalty payable shall be paid exclusively by DEVELOPER herein.
- 6.2. DEVELOPER is authorized by OWNERS herein to obtain the said modifications but pay cost charges and expenses including miscellaneous expenses, fees, sanction fees, penalty, architect fees etc. and related cost will be borne by DEVELOPER herein exclusively and it is further clarified that the cost of construction to be entirely to be borne by DEVELOPER herein.
- 6.3. DEVELOPER herein will take all steps to obtain all permissions approvals and/or sanctions as may be necessary and/or required for sanction of building plan and construction or thereon as may be required by DEVELOPER from time to time and OWNERS hereby agreed and undertake to sign all papers and/or documents as may be necessary and/or required.



- 6.4. DEVELOPER is permitted to submit the building plan with the concerned authorities as per the date and schedule as may be desired and deemed fit by DEVELOPER. OWNERS hereby agreed and have given right to the DEVELOPER to mortgage the First Schedule property to the financial Institution to obtain loan for this Project and it is DEVELOPER shall have liability to make entire payment with interest to such Financial Institution.
- 6.5. DEVELOPER shall develop the said premises on a Revenue Sharing basis, i.e. in construction of the owners granting and assigning the development rights of the said premises to the Developer, the Developer shall pay 20% of the Gross Sales Revenue to the Owners, subject to such deductions/arrangement hereinafter stipulated towards other deposits. In to her words the Developer shall be entitled to 80% of the Gross Sales Revenue generated out of the project to be received from time to time.

#### ARTICLE-G

##### SPACE ALLOCATION & CONSIDERATION

- 7.1. DEVELOPER herein shall start the work of the said project by commencing construction, erection, promotion, building and development of the said project comprising of Units, Flats, Car Parking space etc. at and under the said multi storied building/s of the said form of housing/commercial and/or housing-cum-commercial complex at and upon the first schedule property and/or any adjacent property and/or premises thereto hereunder written.
- 7.2. OWNERS and DEVELOPER have mutually agreed to the mode, and/or mechanism and/or consideration as manner in which the saleable space shall be dealt with and/or disposed and/or sold transferred or conveyed in favour of DEVELOPER and/or its nominee/nominees.



- 7.3. That notwithstanding anything stated to the contrary elsewhere in this agreement it is expressly agreed by and between the parties that OWNERS herein has granted the right of First refusal to DEVELOPER and agreed to accept the fair market value of the salable space forming the part of OWNER'S allocation and upon the project being completed OWNERS shall release unto and in favour of DEVELOPER Owner's allocation upon DEVELOPER paying to OWNERRS the value of 20 % of gross sales revenue of the salable space which constitutes the Owner's allocation.
- 7.4. OWNERS herein undertake to suitably and appropriately authorize DEVELOPER with such further power and/or powers as may be required and in such form and manner as is reasonably required.
- 7.5. OWNERS herein undertakes as per demand of DEVELOPER, if required, OWNERS herein shall execute the Deed of Conveyance or Conveyances or any other Deed/s of like nature of transfer unto and in favour of DEVELOPER herein or its nominee or nominees at the costs and charges of DEVELOEPR herein or its nominee or nominees and the land owners as detailed in the first schedule and OWNERS herein agrees to joint as the Vendors in the said Deed of Conveyance/s to be executed in respect of the transfer of the undivided proportionate share of the land underneath attributable to the unit sold and/or intended to be sold unto and in favour of the transferee and DEVELOPER herein shall join as Confirming Party herein in the said Deed of Conveyance.
- 7.6. DEVELOPER herein shall be entitled to sale, create mortgage, transfer, demise, grant and provide the constructed space by the Power of Attorney/s to be conferred and executed by OWNERS in favour of the Developer. It is hereby agreed that DEVELOPER herein shall part with possession of such spaces and/or such apartments constructed at or upon the first schedule premises in the



manner and terms and conditions as mentioned, described, explained, enumerated, provided and given in hereunder written and/or given to the intending purchasers and also deliver possession of thereof to the intending purchasers.

7.7. REFUNDABLE ADJUSTABLE SECURITY DEPOSIT WITHOUT ANY INTEREST

- (a) The details of Security Deposit mentioned in Memo of Consideration paid by the DEVELOPER and received and accepted by OWNERS on the signing of this agreement.
- (b) The above amounts paid as security deposit to the OWNERS by the DEVELOPER shall be refunded by the OWNERS to the DEVELOPER on completion of the project in the event the OWNERS fail, neglect or refuse to handover and/or refund the security deposit amount without any interest to the OWNERS, in such event the DEVELOPER shall acquire beneficial interest of the OWNERS' entitlement under this Agreement and accordingly the DEVELOPER shall be entitled to the OWNERS' allocation and the benefits arising therefrom.
- (c) The said security deposit shall be refunded by the owners to the developer upon the Developer handing over the owners' allocation to the Developer. That notwithstanding anything stated to the contrary elsewhere in this agreement it is expressly agreed by and between the parties that OWNERS herein have granted the right of first refusal to the DEVELOPER in respect of the saleable space forming the part of OWNERS Allocation.

ARTICLE-I

COMENCEMENT OF WORK

- 8.1. OWNERS have simultaneously on the signing of this agreement put DEVELOPER in possession of the first schedule property and DEVELOPER



shall start the work of the said construction, erection, promotion, building and development of the said multi-storied building/s at and upon the First Schedule property hereunder written and/or given.

- 8.2. That DEVELOPER herein shall be entitled to transfer or otherwise deal with the saleable spaces as mentioned hereinbefore in the said project and accordingly DEVELOPER herein are entitled to enter into agreement/s for sale and/or transfer of any manner in respect of the saleable space with different purchaser/s/buyer/s/nominee/s and further shall be entitled to receive all advances and full consideration for the said area forming part of saleable space.
- 8.3. That DEVELOPER herein shall be entitled to transfer and/or assign area forming part of saleable space to any third party in phased manner and on such terms and conditions as DEVELOPER may deem fit and proper on or before the completion of the building and DEVELOPER is entitled to enter into agreement/s for sale and/or transfer in respect of said area forming part of saleable space with different purchaser/s/ buyer/s/nominee/s and further shall be entitled to receive all advances and full consideration from the said area forming part of saleable space independently without making OWNERS herein a party thereof.
- 8.4. That in so far as necessary the dealings namely, submission, sanction, revision, modification of plan for the subject construction, sell, alienation, transfer, demise, devise and grant of the saleable space obtaining electricity connection, water, drainage, sewerage connections and other such facilities and utilities and others by DEVELOPER herein in respect of the said project shall be in the name of OWNERS herein for purposes OWNERS herein undertake to give DEVELOPER such and further Power of Attorney/s in such form and manner as is reasonably required.



**ARTICLE-J:**  
**SAID PROJECT**

- 9.1. OWNERS herein has delivered the possession of the said premises mentioned, described, explained, enumerated, provided and given at and under the First Schedule hereunder written and/or given to DEVELOPER on the signing of these presents. The DEVELOPER shall construct erect and complete the said projects over the said premises accordance with the building plan with good and standard materials including for the purpose of building /building/s of various types and in the form of housing/ commercial and/or housing-cum-commercial complex.
- 9.2. That DEVELOPER herein shall be authorized to apply for and obtain temporary connection of water, electricity to the said project for the purpose of construction or enjoyment of the building at DEVELOPER's costs and charges.

**ARTICLE-K**  
**OBLIGATION**

DEVELOLPER SHALL :

- i) Take such steps as are necessary to divert all pipes, wires, cables or other conduct media in under or above the project which need to be diverted as a result of development.
- ii) Install all electricity line, wiring, gas, water, and tele-communications, services and surface and soil water drainage to the premises and shall ensure that the same connect directly to the mains.
- iii) Serve such notice and enter into such agreements with statutory undertakings or other companies as may be necessary to install the services.
- iv) 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,

Cont..... P/22



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 r consequential, on any such notice and indemnified OWNERS herein from and against all the costs, charges, claims, actions, suits and proceedings.

- v) Incur all costs, charges and expenses for the purpose of constructing erecting and completing the said building/s in accordance with the said plan.
- vi) Not to allow any person to neither encroach nor permit any encroachment by any person and/or persons into or upon the said premises or any part of portion thereof.
- vii) Not to expose OWNERS herein to any liability with regard to making 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.
- viii) DEVELOPER herein declare and undertake that before starting of construction DEVELOPER shall comply with all legal formalities and obtain necessary permissions from the authorities concerned.
- ix) DEVELOPER shall cause construction, promotion of the project in phases and OWNERS consents to the same save and except if any legal complication may arise in connection with the land and title; the time of commencement of the project shall extend accordingly.

**OWNERS SHALL**

- i) Co-operate with DEVELOPER in all respect for development of the said premises in term of these presents.
- ii) To execute all deeds documents and instruments as may be necessary and/or required from time to time.



- iii) For the purpose of obtaining all permissions approvals and/or sanctions to sign and execute all deeds documents and instruments as may be necessary and/or required to enable DEVELOPER undertake construction of the project and/or buildings in accordance with the said plan.
- iv) To execute Power of Attorney/s in favour of DEVELOPER or its nominee and/or nominees as may be required to give effect to this agreement.
- v) To execute the Deed of Conveyance/Lease (through its attorney) in respect of the various constructed portion unto and in favour of the intending purchaser acquiring units apartments constructed spaces and car parking spaces.
- vi) In view to avoid any future complication OWNERS herein undertake that they will not cancel these presents as well as the General Power of Attorney/s granted by them subject to the fact that DEVELOPER herein shall perform these presents to the satisfaction of all the terms and conditions hereof.

**ARTICLE : L**

**INDEMNITY**

- i) That the DEVELOPER and OWNERS herein hereby undertakes to keep each other indemnified against all actions, suits, costs and proceedings and claims that the other party may suffer due to the act or omission of either of the party and arising out of the terms and conditions herein actions with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect herein.

**ARTICLE : M**

**COMMENCEMENT OF CONSTRUCTION**

- 13.1. For the purpose of determination of the date of commencement of the construction, the certificate of the Architect for the time being in respect of the said project shall be final conclusive and binding on the parties.



- 14.1. Unless prevented by circumstances beyond the control of DEVELOPER and/or circumstances amounting, to force majeure as hereinafter appearing the said project shall be constructed erected and completed within such time which shall be agreed between OWNERS and DEVELOPER from time to time on mutual agreements for the purpose of completion the certificate of the Architect shall be final conclusive and binding on the parties and similarly the common facilities and/or utilities will also be completed.

**ARTICLE : O**

**SALES AND MARKETING**

- 15.1. DEVELOPER herein shall jointly sale and market in the form of housing/ commercial and/or housing-cum-commercial complex.
- 15.2. In accordance with the necessities and requirements as may be fit, proper and expedient DEVELOPER shall decide on the various marketing strategies and fixation of sale consideration and the matters relating to and shall jointly be liable for all brokerage and marketing expenses.
- 15.3. DEVELOPER herein shall realize the consideration from each and every Flat/ Unit/Apartment/Car Parking spaces and other spaces the collection of the sale proceeds of the Owner's Allocation collected by the Developer will be reimbursed by the Developer to the Owners on quarterly basis.
- 15.4. DEVELOPER herein is authorized to and shall be realizing for each unit Flat/ Unit/Apartment/Car Parking spaces and other space the costs towards transformer and electric connections, H.T. and L.T. lines, deposits for electric meter, costs for stand by generator, capital cost for equipment and development, maintenance deposits and documentation charges and municipal rates and taxes, however, the same shall not be treated as a part and parcel of the gross sale value of saleable spaces.



- 15.5. OWNERS to be represented by the DEVELOPER on the basis of the registered Power of Attorney and the DEVELOPER is entitled to create charge/mortgage in respect of the constructed spaces/saleable first schedule property hereunder written and/or given in any manner whatsoever as DEVELOPER deem fit and proper. Similarly any intending purchaser/s and/or buyer/s transferee/s herein create a charge or mortgage in respect of the Areas/Units/Flats/Apartments intended for purchase, own, acquire, seize and possess simultaneously with the said complete purchase transfer, owning, acquiring, seizing and possessing and/or having an agreement thereof only to any Bank, Financial Institution or Private Financers to obtain loan and both such cases OWNERS has authorized DEVELOPER to sign such papers as may be required by the Bank or Financial Institution or Private Financers. However it is made clear that the Land Owners named in the First Schedule and/or OWNERS under no circumstances will be liable to pay such loans or any portion thereof.
- 15.6. And it is hereby Expressly Agreed By And Between the parties hereto that DEVELOPER herein shall be entitled to enter into Agreement for Sale, Transfer and/or lease in respect of the entire saleable spaces in their own name.

ARTICLE : P

DEFAULT AND REMEDIES

- 16.1. OWNERS shall not under any circumstances and/or for any reason, directly or indirectly, withdraw, rescind this agreement and/or make or cause any obstruction, interruption, hindrance impediment, interference or objection in any manner relating to or concerning the construction or completion of the project and/or any part thereof and/or the Transfer sale of disposal of any Units/Flats/Car Parking Space/Spaces or portion/s of the said Building/s and in the event the owners fail to refund the deposit amount it shall be deemed acknowledgement by the owners regarding satisfaction of the owners allocation.

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16.2. Unless prevented by circumstances beyond its control or if DEVELOPER shall commit any default and/or breaches of any of the terms and conditions herein contained and on the part of DEVELOPER to be paid performed and observed or in the event of DEVELOPER failing to complete the said project and/or said projects within the completion date as herein before recited or after a grace period of six months then and in that event without prejudiced to any of the rights claims contentions which OWNERS herein may have against DEVELOPER, DEVELOPER shall be liable and has agreed to pay to OWNERS such compensation as may be decided by the Arbitrator.

**ARTICLE : Q**

**FORCE MAJEURE**

17.1 DEVELOPER herein shall not be treated as default and DEVELOPER's obligations and covenant will be suitably extended under the force majeure clause. Force majeure shall include natural calamities, Act of God, flood, tidal waves, earthquake, riot, war, storms, tempest, fire, civil commotion, air raid, Pandemic, strikes (including by contractor/construction agencies) lock out, transport strike, notice or prohibitory order from Municipal Corporation or any other statutory body or any Court, Receiver, Government Regulations, new and/or changes in any Municipal or other rules, laws or polities effecting or likely to affect the project or any part of portion thereof, shortage of Essential Commodities and/or any circumstances beyond the control or reasonable estimation of the parties herein.

**ARTICLE : R**

**SALE AND TANASFER**

18.1. DEVELOPER without requiring any consent of OWNERS be entitled to deal with and dispose of the entire allocations at such price/consideration as DEVELOPER may deem fit and proper provided that the Developer shall make over to the owners the revenues pertaining to the owners allocation.



- 18.2. DEVELOPER shall have the right to enter into agreements or contracts for sale, transfer, gift, assignment of the entire allocation together with undivided share in the said property or any portion or portions thereof as may be deemed fit by DEVELOPER on such terms and conditions and at such consideration as the DEVELOPER may deem fit and proper. OWNERS shall not be entitled to interfere with or raise any question or objection to the acts deeds and things done by the other to their benefit and interest with regard to and shall have no concern therewith. In this regard, it is, however, expressly made clear that.
- 18.3. Neither party shall make any commitment or enter upon any term which is or may be repugnant to or contrary to those contained hereunder or otherwise affect or prejudice the respective rights and obligations of the parties hereunder. The DEVELOPER is entitled to change the authorized signatory as and when required by taking a Board Resolution.
- 18.4. OWNERS has and/or shall execute a General Power of Attorney in favour of DEVELOPER and/or its nominee and/or nominee as may be required for the purpose of obtaining necessary permission approvals and sanctions from different authorities in connection with the construction of the said projects.

**ARTICLE: S**

**BUILDING**

- 19.1. DEVELOPER shall at its own costs construct erect and complete the project on the said premises in accordance with the sanctioned plan as per the agreed specifications and the common facilities and amenities hereinbefore mentioned with materials as may be certified by the Architect of the said project and the same shall be completed within the said Completion date.
- 19.2. Subject as foresaid the decision of the Architect regarding the quality of the materials shall be final and binding between the parties hereto and the said project will be constructed erected and completed in accordance with the specification details whereof are mentioned in the fourth schedule hereunder written.



- 19.3. It is made clear that the all unit buyers thereof shall share in common the proportionate charges for payments, deposits made to W.B.S.E.B. for H.T/L.T. Line charges, all cable installations, contractor's remuneration, transformer, meters, sub-meters and cables and installation charges and accessories and payment in respect thereof shall be made to DEVELOPER who shall be entitled to recover the same from the intending purchasers.
- 19.4. DEVELOPER herein at its own costs and expenses and without creating any financial and other liability on OWNERS herein construct and complete the project and various Units/Flats /Apartments/Car Parking Space and Spaces therein in accordance with the sanctioned building plan and any amendment thereto or modification thereof made or caused to be made by DEVELOPER as per the agreed specification.
- 19.5. All costs charges and expenses including Architect's Structural Engineers' fees shall be discharged by DEVELOPER and OWNERS shall bear no responsibility.
- 19.6. OWNERS shall not cause any obstruction or interference in DEVELOPER continuing with the construction erection and completion of the said project as well as ensure that no one else claiming any right title interest through or behalf of OWNERS will obstruct or create any problem or difficulty in such construction.

**ARTICLE : T**

**DISPUTE RESOLUTION**

- 20.1. All disputes and differences arising out of or in relation these presents shall be referred to Arbitral Tribunal under the provision of Arbitration and Conciliation Act, 1996 or any statutory modification thereof for the time being in force. The parties have agreed to appoint Arbitrator in Kolkata. The Arbitrator has the summary power to pass interim Award, interim direction, orders etc.
- 20.2. Courts of Kolkata alone shall have the jurisdiction to entertain try all action, suits proceedings/s arising out of these presents.



**THE FIRST SCHEDULE ABOVE REFERRED TO AS**

**PART-I**

ALL THAT the piece and parcel of land measuring 27 decimal more or less comprised in R.S. & L.R Dag No. 1061 (Part), under L.R. Khatian No. 3653, 3637, 3584, 3583, 3577, 3085 & 3576 J.L. No. 33, Mouza-Chakpachuria within the jurisdiction of Patharghata Gram Panchayet under Rajarhat at present New Town Police Station in the District of North 24 Parganas.

**PART-II**

ALL THAT the piece and parcel of land measuring 35 decimal more or less comprised in R.S. & L.R Dag No. 1062 (Part) L.R Khatian No. 3090, 3873, 3874 & 3875, J.L. No. 33, Mouza- Chakpachuria within the jurisdiction of Patharghata Gram Panchayet under Rajarhat at present New Town Police Station in the District of North 24-Parganas.

**PART-III**

ALL THAT the piece and parcel of land measuring 22 decimal more or less comprised in R.S. & L.R Dag No. 1063 (Full) L.R Khatian No3038, 3227, 3100, 4230 & 4229 J.L. No. 33, Mouza-Chakpachuria within the jurisdiction of Patharghata Gram Panchayet under Rajarhat at present New Town Police Station in the District of North 24-Parganas.

**PART-IV**

ALL THAT the piece and parcel of land measuring 5.34 decimal more or less comprised in R.S. & L.R. Dag No. 1064 (Full) under L.R. Khatian Nos. 3038, 3100,4230 & 4229 in Mouza-Chakpachuria within the jurisdiction of Patharghata Gram Panchayet under Rajarhat at present New Town Police Station in the District of North 24 Parganas.

**PART-V**

ALL THAT the piece and parcel of land measuring 5 decimal more or less comprised in R.S. & L.R. Dag No. 1021(Part) under L.R. Khatian No. 3863 in Mouza-Chakpachuria within the jurisdiction of Patharghata Gram Panchayet under Rajarhat at present New Town Police Station in the District of North 24 Parganas.