

- (88) MELISSANI HEIGHTS LLP (PAN ABSFM3728J)** the Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act 2008 having its regd. Office at 30, SHIBTOLLA STREET, 1ST FLOOR, KOLKATA - 700007, Post Office- BARA BAZAR, Police Station- BARA BAZAR, represented by authorized signatory RAKESH SHARMA ,(PAN: BTDPS8474D) (AADHAR: 2390 8497 1841) son of VINOD SHARMA, residing at 318, CHITTARANJAN AVENUE, , Kolkata, West Bengal- 700006, Post Office- Beadon Street , Police Station- Girish Park.
- (89) NAKURU REALTY LLP (PAN AATFN3648J)** the Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act 2008 having its regd. Office at 30, SHIBTOLLA STREET, 1ST FLOOR, KOLKATA - 700007, Post Office- BARA BAZAR, Police Station- BARA BAZAR, represented by authorized signatory RAKESH SHARMA ,(PAN: BTDPS8474D) (AADHAR: 2390 8497 1841) son of VINOD SHARMA, residing at 318, CHITTARANJAN AVENUE, , Kolkata, West Bengal- 700006, Post Office- Beadon Street , Police Station- Girish Park.
- (90) PICHOLA NIWAS LLP (PAN ABBFP1481G)** the Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act 2008 having its regd. Office at 30, SHIBTOLLA STREET, 1ST FLOOR, KOLKATA - 700007, Post Office- BARA BAZAR, Police Station- BARA BAZAR, represented by authorized signatory RAKESH SHARMA ,(PAN: BTDPS8474D) (AADHAR: 2390 8497 1841) son of VINOD SHARMA, residing at 318, CHITTARANJAN AVENUE, , Kolkata, West Bengal- 700006, Post Office- Beadon Street , Police Station- Girish Park.
- (91) POYANG PROPERTIES LLP (PAN ABBFP1482F)** the Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act 2008 having its regd. Office at 30, SHIBTOLLA STREET, 1ST FLOOR, KOLKATA - 700007, Post Office- BARA BAZAR, Police Station- BARA BAZAR, represented by authorized signatory RAKESH SHARMA ,(PAN: BTDPS8474D) (AADHAR: 2390 8497 1841) son of VINOD SHARMA, residing at 318, CHITTARANJAN AVENUE, , Kolkata, West Bengal- 700006, Post Office- Beadon Street , Police Station- Girish Park.
- (92) QINGHAI ENCLAVE LLP (PAN AAAFQ9996R)** the Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act 2008 having its regd. Office at 30, SHIBTOLLA STREET, 1ST FLOOR, KOLKATA - 700007, Post Office- BARA BAZAR, Police Station- BARA BAZAR, represented by authorized signatory RAKESH SHARMA ,(PAN: BTDPS8474D) (AADHAR: 2390 8497 1841) son of VINOD SHARMA, residing at 318,






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CHITTARANJAN AVENUE, , Kolkata, West Bengal- 700006, Post Office- Beadon Street , Police Station- Girish Park.

(93) SIGUANG AAWAS LLP (PAN AEOFS5320M) the Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act 2008 having its regd. Office at 30, SHIBTOLLA STREET, 1ST FLOOR, KOLKATA - 700007, Post Office- BARA BAZAR, Police Station- BARA BAZAR, represented by authorized signatory RAKESH SHARMA ,(PAN: BTDPS8474D) (AADHAR: 2390 8497 1841) son of VINOD SHARMA, residing at 318, CHITTARANJAN AVENUE, , Kolkata, West Bengal- 700006, Post Office- Beadon Street , Police Station- Girish Park, (hereinafter jointly referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in so far as the LLP's are concerned their respective Partners; in respect of the Companies their successors or successors-in-office; in respect of HUF, the Karta and in respect of individuals their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**,

AND

SRIJAN RESIDENCY LLP, (LLPIN AH2815) (PAN:ADEFS1907P), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its registered office at 36/1A, Elgin Road, Police Station- Bhawanipore, Post Office- Lala Lajpat Rai Sarani Kolkata - 700 020, , represented by **SRI RAM NARESH AGARWAL,(PAN: ACYPA1903G) (AADHAR: 5948 8963 0890)** son of Late N.K.Agarwal, Designated Partner residing at 135 D, S. P. Mukherjee Road, P.O. - Kalighat, P.S. - Tollygunge, Kolkata - 700026, West Bengal , hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its present partners and such



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other person or persons who may be taken in or admitted for the benefit of the said partnership business their respective heirs executors administrators legal representatives and assigns) of the **OTHER PART**.

W H E R E A S :-

A. By an Indenture dated 25th November, 2021 between one Midcity Properties Private Limited therein referred to as the Vendor of the One Part and the Owners herein therein referred to as the Purchasers of the Other Part registered in the Office of the Additional Registrar of Assurance-IV Kolkata recorded in Book No.1, Volume no.1904-2021, Pages 697306 to 697643, Being No. 190415251 for the year 2021 , the Owners have purchased ALL THAT the land measuring **866.19** decimal comprised in various Dags of Mouza Kalaberia J.L No.30 and **49** decimal in various Dags of Mouza Bhatenda J.L.No. 28, Police Station - Rajarhat, within the local limits of Rajarhat-Bishnupur I Gram Panchayat, under the jurisdiction of Additional District Sub-Registration Office at Rajarhat [New Town], in the District North 24-Parganas. Aggregating to **915.19** decimal equivalent to **553.69** Kottahs more fully described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the **SAID LAND** and shown in the map or plan annexed hereto and coloured **Green** thereon.

B. The Owners and the Developer are entering into this development agreement for the development of a residential and/or commercial and/or mixed use real estate building complex (hereinafter referred to as " the Complex") in various phases on the Said Land.

C. The Developer may negotiate further purchase of land in contiguity with the Said land which when purchased will be





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added by the developer along with the purchased land to form part of a common integrated development.

- D. The Owners and the Developer have negotiated and arrived at an agreement to develop the said land by raising modern multi use fully featured building complex having primarily residential with small provisions for commercial mercantile/multipurpose buildings or as may be decided by the developer.
- E. The parties have mutually agreed and framed a Scheme for development as follows:-
- a) The Said lands have been acquired on ownership basis by the Owners.
 - b) The Owners have handed over possession of the said land unto the Developers
 - c) The Developer shall be responsible for any litigation related to the title of the Owners to the said land and shall bear all costs associated in that respect up to the date of Completion of the Project.
 - d) The entire project would be developed by the Developer at their own costs and expenses and shall be solely liable to do all acts deeds and things relating to planning of the project, preparation of the Building plans and obtaining all permissions and clearances and no objection certificates for construction and marketing of the project and construction of the building complex project and making the same fit for construction, habitation and marketing and providing





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insurance during the entire period of construction and warranty and defect liability for at least Five (5) year from the statutory completion certificate and the Owners shall be kept fully saved harmless and indemnified in respect thereof.

e) The Developer shall always remain liable or responsible to comply with its obligations and/or commitments towards the Owners under this agreement, whatever method of development it may adopt in future.

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

1. **DEFINITIONS:**

Unless in this agreement there be something contrary or repugnant to the subject or context, the following words shall have the following meanings:-

DEVELOPER'S ADVOCATES - shall mean **FOX & MONDAL** , Solicitors & Advocates, 206, A.J.C Bose Bose Road, Mullick Bazar, Park Street, , Kolkata - 700 020 .

ARCHITECT - shall mean Kunal Periwal or any such person or persons who may be appointed by the Developers as the Architect for the Complex with consent of the Owners.

ASSOCIATION - shall mean any company incorporated under the Companies Act, 1956 or any Association or any Syndicate or a Committee or registered Society as may be formed by Developers for the Common Purposes having such rules, regulations and restrictions as





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may be deemed proper and necessary by the Developers not inconsistent with the provisions and covenants herein contained.

CAR PARKING SPACE - shall mean all the spaces in the portions at the basement or ground floor/ any level, whether open or covered, of the Complex expressed or intended to be reserved for parking of motor cars/scooters.

COMMON AREAS, FACILITIES AND AMENITIES - shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, overhead water tank, water pump and motor, drive-ways, common lavatories, Generator, transformer, Effluent Treatment Plant, Fire Fighting systems, rain water harvesting areas and other facilities in the Complex, which may be decided by the Developer in its absolute discretion and provided by the Developer, and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Complex Provided That the Developer shall be liable to provide the minimum areas, installations and facilities as are included in the **SECOND SCHEDULE** hereunder written.

COMMON EXPENSES - shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the transferees and all other expenses for the Common Purpose including those mentioned in the **THIRD SCHEDULE** hereunder written to be contributed, borne, paid and shared by the transferees. Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-charge.





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COMMON PURPOSES - shall mean and include the purpose of managing, maintaining and up keeping the Complex as a whole in particular the Common Areas, Facilities and Amenities, rendition of common services in common to the transferees and/or the occupants in any other capacity, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Facilities and Amenities in common.

COMPLETION NOTICE - shall mean the possession notice as defined hereinafter.

COMPLEX - shall mean the building Complex with open areas to be constructed, erected and completed by the Developer in accordance with the Plan.

DEPOSITS/EXTRA CHARGES/TAXES (EDC) - shall mean the amounts specified in the **FOURTH SCHEDULE** hereunder to be deposited/paid by transferees of the units to the Developer and also payable by the Owner and Developer for unsold portions of their allocations in terms of clause 11.8 hereto.

DEVELOPER'S ALLOCATION - shall mean the **72% (seventy two percent)** of the total realization from sale of total constructed area of the complex to comprise in various flats, units, apartments, office blocks, show rooms, shop rooms and/or constructed spaces of the buildings to be constructed on the said land and 100% share of car parking spaces (open and covered), more fully and particularly described in **Part I** of the **FIFTH SCHEDULE** hereunder written



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TOGETHER WITH the undivided proportionate impartible part or share in the said land attributable thereto **AND TOGETHER WITH** share in the same proportion in all Common Areas, Facilities and Amenities and in the signage space.

MAINTENANCE-IN-CHARGE – shall mean and include such agency or any outside agency to be appointed by the Developer for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

MARKETING – shall mean selling, with any space in the complex to any transferee for owning and occupying any flat, unit, apartment, office block, show room, shop room and/or constructed space by the Developer for self and/or on behalf of the Owners in terms hereof.

NEW BUILDINGS - shall mean the new buildings in the Complex to be constructed, erected and completed in accordance with the Plan on the said land.

OWNERS' ALLOCATION – shall mean **28% (twenty eight percent)** of the total realization from sale of total constructed area to comprise of various flats, units, apartments, office blocks, show rooms, shop rooms and/or constructed spaces of the buildings to be constructed on the said land **without** the share of parking spaces (open and covered), more fully and particularly described in **Part II** of the **FIFTH SCHEDULE** hereunder written **TOGETHER WITH** undivided proportionate share in impartible part or share in the said land attributable thereto **AND TOGETHER WITH** share in the same proportion in all Common Areas, Facilities and Amenities.





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PLAN – shall mean the plan to be sanctioned by the sanctioning authority Together With all modifications and/or alterations thereto and/or revisions thereof from time to time made or to be made by the Developer and approved by the sanctioning authorities.▪

PROPORTIONATE OR PROPORTIONATELY – according to the context shall mean the proportion in which the built up area of any Unit or Units may bear to the built-up area of all the Units in the Complex provided that where it refers to the share of the Owners in the complex, shall mean 28% and where it refers to the share of the Developer in the complex, shall mean 72%.

SAID LAND – shall mean All That the piece and parcel of land measuring 866.19 decimal comprised in various Dags of Mouza Kalaberia J.L No.30 and 49 Decimal in various Dags of Mouza Bhatenda J.L.No. 28, Police Station - Rajarhat, within the local limits of Rajarhat-Bishnupur I Gram Panchayat, under the jurisdiction of Additional District Sub-Registration Office at Rajarhat [New Town], in the District North 24-Parganas. Aggregating to 915.19 decimal equivalent to 553.69 Kottahs more fully described in the **FIRST SCHEDULE** hereunder written.

SAID SHARE – shall mean the undivided proportionate indivisible part or share in the said land attributable to either party's allocation as in the context would become applicable.

SIGNAGE SPACE – shall mean all signage and display spaces outside all Units/ spaces in the common areas of the commercial area, if any and the Complex and the exterior of the new buildings including the roofs, car parking area and the open areas of the new buildings as also the boundary walls of the Complex.





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TITLE DEEDS – shall mean the documents of title of the Owners in respect of the said Owners' Land mentioned in the **SEVENTH SCHEDULE** hereunder written and the documents of title of the Owners as available in respect of the said additional land or any part thereof included in the said Land.

TRANSFER – with its grammatical variations shall include transfer by possession and by other means adopted for effecting what is understood as a transfer of space in multi-storied building to the transferees thereof as per law.

TRANSFeree/PURCHASER – according to the context shall mean all the prospective or actual transferees who would agree to purchase or shall have purchased any Unit in the Complex.

2. **INTERPRETATION:**

In this agreement save and except as otherwise expressly provided –

- i) All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.
- ii) The division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.
- iii) When calculating the period of time within which or following which any act is to be done or step taken pursuant to this





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agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.

- iv) All references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.
 - v) The words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or section thereof.
 - vi) Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, terms or direction any time issued under it.
 - vii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novated.
3. **OWNERS' REPRESENTATIONS:** The Owners have represented to the Developer as follows:-

- a) The Owners are seized and possessed of and well and sufficiently entitled to the Owners' land. No person other than the Owners has any right, title and/or interest, of any nature whatsoever in the Owners' land or any part thereof.



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- b) All the Owners of the Said Land collectively represent that they shall at all times during currency of the development work and till completion of the sale and handing over of the Project to the Association, completely cooperate with the Developer without raising any disputes either with the Developer or amongst themselves and in case of any issues/ disputes arising the Owners agree that the Developer will be entitled to decide on the basis of the majority view of the Owners.
- c) The Owners shall obtain and co-operate with the Developer in obtaining all certificates which may be required for the purpose of completing the registration of sale deeds or other deeds and /or for transferring the title for undivided share of the land attributable to the Units.
- d) Subject to what has been stated in this agreement, the Owners shall not do nor permit any one to do any act deed matter or thing which may affect the development, construction and marketability of the said complex or which may cause charge, encroachments, litigations, trusts, liens, lispensens, attachments and liabilities on the said land or the project.
- e) The said land or any part thereof is, so far as the Owners are aware of, not affected by any requisition or acquisition or alignment of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings has been received or come to the notice of the Owners and the said land is not attached under any decree or order of any Court of Law or dues of the Income Tax, Revenue or any other Public Demand.





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- f) No suit and/or any other proceedings and/or litigations of material effect are pending against the Owners or in respect of the said land or any part thereof.
- g) The Owners have full right, power and authority to enter into this Agreement.
- h) There is no dispute with any revenue or other financial department of State or Central Government or elsewhere in relation to the affairs of the said land and there are no facts, which may give rise to any such dispute to the knowledge of the Owners.
- i) The Owners would be able to deliver peaceful vacant possession thereof to the Developer within the agreed timeframe mentioned hereinafter.

4. **DEVELOPER'S REPRESENTATION:** The Developer has represented and warranted to the Owners that the Developer is carrying on business of construction and development of real estate and have sufficient infrastructure and expertise in this field and also financial capacity for the same. It is also stated that the Developer shall retain R.S/L.R. Dag No. 10 in its present form till conversion.

5. **COMMENCEMENT:**

5.1 This Agreement commences and shall be deemed to have come in force on and with effect from the date of execution, mentioned above (commencement date) and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed or till this Agreement is terminated in the manner stated in this Agreement.

6. **STRUCTURING OF THE PROJECT:**

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- 6.1 The Developers have satisfied themselves about the title in respect of the Said Land
- 6.2 The Developer shall develop the said land itself subject however the Owners complying with their obligations herein contained.
- 6.3 The Developer shall endeavor to utilise the maximum permissible FAR available as per laws for the time being in force and try to obtain and consume the maximum constructed area permissible to be constructed at the said land and get the plans sanctioned accordingly.
- 6.4 The Developer shall at its own costs and expenses be solely liable to do and comply with all acts deeds and things relating to (a) Planning of the Project, (b) preparation and Sanctioning of the Building Plans and obtaining all permissions and clearances and no objection for construction and marketing of the Project (including Pollution, Fire, Airport Authority, BSNL Authority Promoter's Act etc.,) and (c) Construction of the Building Complex Project and making the same fit for construction and habitation and marketing and providing insurance during the entire period of construction and warranty and defect liability for at least Five (5) years from the statutory completion certificates.
- 6.5 The Developer shall appoint all engineers, staffs, contractors etc., at its own costs and risks without any obligations or liability upon the Owners in respect thereof
- 6.6 The specifications for construction shall be **as per SIXTH SCHEDULE** or as decided by the developer.





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- 6.7 All sanctions, constructions, completion and delivery of the new building complex/project shall be done by the Developer upon due compliance of all laws and with good workmanship and good quality materials and at the sole risk and responsibility of the developers.
- 6.8 The Developer will construct the Building Complex in phases but in continuity.
- 6.9 The Developer shall, subject to force majeure, submit the building plan on the said land for sanction within 180 (ONE HUNDRED EIGHTY) days with a grace period of 60 (Sixty) days thereof and obtain the sanction within 12 (Twelve) months from the date of such submission and shall construct and complete the Building Complex within 60 (Sixty) months from the date of sanction of the Building Plans with a grace period of 6 (Six) months thereof.
- 6.10 All fees, costs, charges and expenses including professional fees and supervision charges in respect of the above obligations of the Developer shall be borne and paid by the Developer. Except obligation to contribute marketing costs in terms hereof, the owners shall not be liable for any costs and expenses in respect of the Project.

7. **EXCLUSIVE ENTRY FOR DEVELOPMENT:**

- 7.1 Simultaneously with the execution of this agreement, the Owners have granted development rights (de hors any exclusive right or interest in the said premises and further de hors any exclusive possession thereof), and in part performance hereof allowed the Developer exclusive and irrevocable right to enter the said land,





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to develop the same by constructing or causing to be constructed new buildings and to take all steps in terms of this agreement.

8. **STEPS FOR DEVELOPMENT OF THE SAID LAND:**

- 8.1 The Parties have mutually decided the scope of the Project, that is, the development of the said land by construction of the New Buildings thereon, and commercial exploitation of the New Buildings and/or the complex. The Developer has conceptualised the project to be majorly residential
- 8.2 In consideration of the Developer agreeing to construct and market the entire Housing Project and/or the complex, the Owners do hereby grant the Developer entry upon the said land with right of possession for the purpose of development. In case at any stage of development the parties decide to shift from the revenue sharing paradigm and adopt allocation of separately identified saleable areas in such case in consideration of the Developer agreeing to construct and complete the New Buildings and/or the Complex and deliver as per agreed specification any unsold and separately identified Owners' Allocations in terms hereof, the Owners agree to transfer their proportionate undivided share in the Owners' land attributable to the Developer's Allocation to the Developer or its nominee or nominees in such part or parts as the Developer may desire and hereby further grant the exclusive and absolute right to develop the said land.
- 8.3 By virtue of the rights hereby granted the Developer is authorised to build upon and exploit commercially the said land by : (1) constructing the New Buildings, (2) dealing with the





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spaces in the New Buildings with corresponding undivided proportionate share in the said land to the extent and on the terms and conditions hereinafter contained.

- 8.4 At the time of the execution of this agreement the Owners shall make over all the documents of title in respect of the Owners' land with the Developer-who will keep them under 'Escrow' till completion of Project. Inspections and productions shall be made available as per requirement of the Owner. Upon formation of Association/Society/Company of transferees and sale of all areas in the Building Complex, the title deeds shall be handed over to the Association/Society/Company against covenant of production.
- 8.5 All costs, charges and expenses required to be incurred or paid to the Panchayat/Municipal Corporation and/or any other Government authority for getting access to the said land from road and for connecting sewerage, drainage, water supply and other services to the said land with the Panchayat/Municipal Corporation or any other government authority, for making the said land suitable for development and for making any provision of any infrastructure in connection thereto, shall be paid by the Developer on demand being made by the Panchayat/Municipal Corporation or the concerned authorities. Further, it is made clear that any charges required to be paid for any drainage connection and water connection to the complex on completion of the project shall also be paid by the Developer.
- 8.6 The Owners shall apply for conversion of the said land and or any part or portion thereof and obtain conversion to homestead





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or 'Bahutal Abasan' land at the costs and expenses of the Developer.

- 8.7 The Developer shall at its own costs and expenses prepare the plans for the new buildings in the said project and shall have the same sanctioned by the Rajarhat Bishnupur-I Gram Panchayet and/ or North 24 Parganas Zilla Parishad or the concerned Municipal Engineering Directorate as the case may be or from the sanctioning authority for the time being at the cost and expenses of the Developer.
- 8.8 All other permissions, approvals, sanctions, no-objections and other statutory formalities for sanction of plan would be obtained by the Developer at its cost and expenses.
- 8.9 The Owners shall, however, sign and execute all papers, documents, plans, declarations, affidavits and other documentations required for such sanction and construction as and when required by the Developer without any objection of whatsoever nature and within 7 days of the request being made and the documents being made available to the Owners. In addition to the aforesaid, the Owners shall sign, execute and register a General Power of Attorney authorising the Developer or its officers to act, do and perform all or any of the obligations of the Owners mentioned above.
9. **CONSTRUCTION AND COMMERCIAL EXPLOITATION OF NEW BUILDINGS:**
- 9.1 The Owners hereby authorise the Developer to appoint the named Architect and other consultants to complete the Project. All costs charges and expenses in this regard including professional fees

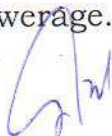


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and supervision charges shall be discharged and paid by the Developer and in this regard the Owners shall have no liability or responsibility.

- 9.2 The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owners construct, erect and complete the New Buildings in pursuant to the final plans to be sanctioned by sanctioning authorities and as per the specifications mentioned in the **Sixth Schedule** hereunder. The decision of the Architects regarding measurement of area constructed and all aspects of construction including the quality of materials shall be final and binding on the Parties.
- 9.3 The Developer shall at its own costs install and erect in the New Buildings, the Common Areas, Installations and Facilities including pump, water storage tanks, overhead reservoirs, water and sewage connection and all other necessary amenities as per Schedule II and Schedule VI of this Agreement.
- 9.4 The Developer is hereby authorised in the names of the Owners to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Buildings but in no circumstances the Owners shall be responsible for the price/value, storage and quality or use of the building materials.
- 9.5 The Developer shall be authorized in the names of the Owners to apply for and obtain connections of water, electricity, drainage and sewerage.





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10. **POWERS AND AUTHORITIES:**

10.1 To enable the Developer to specifically perform its obligations arising out of this Agreement and subject to the other terms and conditions of this agreement, the Owners hereby nominate, constitute and irrevocably appoint the Developer and persons nominated by the Developer namely Shri Ram Naresh Agarwal, son of late N.K.Agarwal, Shri Sunil Agarwal, son of Late Mahabir Prasad Agarwal to be the true and lawful attorneys of the Owners, to do, execute and perform all or any of the following acts, deeds, matters and things jointly or severally with respect to the said land.

- a) To obtain permission or approval from the Planning Authorities and other authorities as may be required for the development and construction of the New Buildings in accordance with this Agreement and for that purpose to sign such applications, papers, writings, undertakings, appeals, etc., as may be required.
- b) To enter upon the said land with men and material as may be required for the purpose of development work and erect the New Buildings as per the Building Plans to be sanctioned.
- c) To appoint the named architect, contractors, sub-contractors consultants, and surveyors as may be required and to supervise the development and construction work of the New Buildings on the said land.
- d) To apply for modifications of the Building Plans from time to time as may be required.





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