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G-2443/2020



16/10/20

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

3-12-2016/20

AC 927047

Registration. The signature sheet / sheets & the endorsement - one sheet/s attached with this document/s are the part of this document.

[Signature]

Additional District Sub-Registrar
Rajshahi New Town, North 24-Pgs.

**DEVELOPMENT AGREEMENT
AND POWER OF ATTORNEY**

THIS DEVELOPMENT AGREEMENT AND POWER OF ATTORNEY
is made on this 16TH day of October, Two Thousand and
Twenty

BETWEEN.

(1) SRI ABHISHEK BANKA (PAN NO. AISPB7914J), (AADHAAR NO.656206167783), (2) MR. ADITYA BANKA(PAN No.AJTPB0698M), (AADHAAR NO.385859519567) both sons of Sanjay Kumar Banka,(3) SRISWATIE GUPTA (PAN No. AISPB7912Q), (AADHAAR NO. 896185675520) wife of Sandeep Kumar Gupta, all residing at CB-74, Salt Lake City, Sector - I, P.O. - CC Block, Police Station. - Bidhannagar (North), Kolkata - 700064, District - North 24-Parganas, West Bengal, and(4) SRI DEBASHIS ROY(PAN No. AOPPR3859H) (AADHAAR No.794819964292) son of Late Sunil Kumar Roy, residing at Vill. Panapukur, P.O. - Bhangar, P.S. - Kashipur, Pin. 743502, District - South 24-Parganas, all by religion Hindu, Nationality Indian, all by Occupation Business, hereinafter referred to as the **OWNERS** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, executors, administrators, legal representatives and assigns) of the **FIRST PART.**

ক্রমিক নং 427 তারিখ 01.11.2019

প্রাপ্তার নাম

ক্রিয়াকার

পূর্ণা

স্বাক্ষর

NAOLIN REALCON PVT. LTD.
NEELIN MATRIX, 2ND FLOOR,
ROOM - 204, SEC - V, KOLKATA - 700091

মণিকা মন্ডল ট্রাস্ট তেতার
ডায়ড এ. ডি. এস. বার অফিস
মন্ডল ২৪ লকসলা

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NAOLIN REALCON PRIVATE LIMITED

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Director



Additional District Sub-Registrar
Rajarhat New Town, North 24-Ps.

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NAOLIN REALCON PVT LTD

16 OCT 2020

Debi M
ATTORNEY

AND

NAOLIN REALCON PVT. LTD. (Pan AAFCN0116N) a Company having its Principal Place of business at Merlu Matrix, Unit No. 203, DN-10, Sector-V, 2nd Floor, P.O. - Sech Bhavan, P.S. - Electronic Complex, Kolkata - 700091, West Bengal, represented through its Director SRI DEBASHIS ROY (PAN No. AOPPR3859H) (Aadhaar No. 794819964292), son of Sri Sunil Kumar Roy, residing at Village Panapukur, P.O. - Bhangar, P.S. - Kashipur, District - South 24-Parganas, Pin: 743502, West Bengal, hereinafter referred to as the "**DEVELOPER/ATTORNEY**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, successors, executors, legal representatives and assigns) of the **OTHER PART**

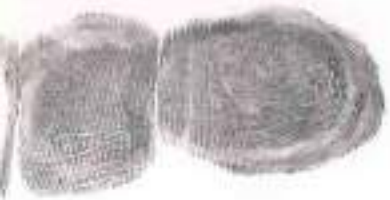
WHEREAS

- A. By Government of West Bengal Housing Department (N.T.P), Branch, Notification No. 580-H1/11G/NTP-21-9/99 (Pt) dated Kolkata, 27.10.2006, the State of West Bengal has under Section 29(1) of the West Bengal Housing Board Act, 1972 (West Bengal Act XXXII of 1972), transferred a land measuring more or less 54.24 Acres in Mouza Mahishbathan, J.L. No. 18 and Thakdari J.L. No. 19, both under Police Station Rajarhat, District North 24 Parganas and by direct purchase which is confirmed by West Bengal Housing Infrastructure Development Corporation Ltd. A Government Company incorporated under the Companies Act, 1956, (hereinafter referred to as WBHIDCO) vide their Memo No. 2176/HIDCO/Admn-608/2004 DATED 18.05.2006 AND 4602/HIDCO/Admn/608/2004 DATED 11.08.2006, measuring more or less 10.26 Acre land in the same area, totalling an area of 64.60 Acres of land at Action Area - 1C, NOW CE-1, within CE Block at Rajarhat New Town, Kolkata AND THE Board is in the peaceful possession of the same. The Entire Land is described in the First Schedule
- B. The Board with a view to provide developed lands for residential accommodation to the Individuals as well as Housing Cooperative Societies as a part of development of a planned town (hereinafter called the New Town, Kolkata) has, inter-alia, carved out plots of varying measurements at CE Block, Land - CE/1 of Eastern Green Project in New Town, Kolkata.
- C. In pursuant to the application made by (1) Ms. Neera Garodia (2) Brijmohan Garodia for purchase a piece and parcel of land in the said project to erect a building thereon for residential purpose and agreeing to comply with the terms and conditions prescribed by the BOARD for the purchase of plots in the said project.
- D. The said Board has accepted her aforesaid proposal and sold, conveyed and transferred a plot of land measuring about 4.49 Cottahs be the same a little more or less, at Eastern Green being Plot No.



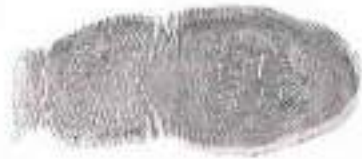
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✓ Arzuka



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✓ Aditya Banerjee



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✓ Smatic Gupta



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✓ Harahrudayananda Mohanty



Additional District Sub-Registrar
Rajarhat New Town, North 24 Pgs.

HARAHRUDAYANANDA MOHANTY
DN-10, SECTOR-V, KOLKATA-91

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CE/1/B/40, in Block No. CE, Land -CE/1, Action Area - 1C, situated in the New Town Police Station, in the district of North 24-Parganas in favour of (1) Ms. Neera Garodia (2) Brijmohan Garodia by virtue of One Deed of Conveyance duly registered before the Additional Registrar of Assurances - II, Kolkata execution dated 25TH July, 2008 and registered dated 25TH July, 2008 recorded in Book No. 1, Volume No. 82, Pages from 5244 to 5253, Being No. 06839 for the year 2008 and subsequently the said Board also handed over the said property in her favour by issuing one letter of Possession Being No- 2861/HH dated 25.07.2008, dated 17.07.2012.

- E. The said (1) Ms. Neera Garodia (2) Brijmohan Garodia became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the property by virtue of purchase an absolute estate in fee simple possession to the said piece and parcel of land measuring about 4.49 Cottaha be the same a little more or less, at Eastern Green being Plot No. CE/1/B/40, in Block No. CE, Land - CE/1, Action Area - 1C, situated in the New Town Police Station, in the district of North 24-Parganas And thereafter mutated their names in record of NKDA being certificate no 1511/2012, under FORM-G, being Assessee no- 01-24-140000222-01-000000
- F. The said(1) Ms. Neera Garodia (2) Brijmohan Garodia applied for sanction of building plan before New Town Kolkata Development Authority, hereinafter referred to as **NKDA**, Kolkata and the said **NKDA** sanctioned a building plan of G Plus IV storied Residential Building vide Building Plan No. 0140022220181212, dated 28th January, 2019.
- G. By a registered Indenture of Conveyance dated 6TH February, 2020, made between (1) Ms. Neera Garodia (2) Brijmohan Garodia both jointly therein called the Vendors of the One Part and **1) SRI ABHISHEK BANKA** (PAN No.AISPB7914J) (Aadhaar No.656206167783) **(2) MR. ADITYA BANKA** (PAN No.AJTPB0698M) (Aadhaar No.385859519567) both sons of Sanjay Kumar Banka and **(3) SRISWATIE GUPTA** (PAN No. AISPB7912Q) (Aadhaar No.896185675520) wife of Sandeep Kumar Gupta, all residing at CB-74, Salt Lake City, Sector - 1, P.O. - CC Block, P.S. - Bidhannagar (North), Kolkata - 700064, District - North 24-Parganas, West Bengal and **(4) SRI DEBASHIS ROY**(PAN No. AOPPR3859H) (Aadhaar No.794819964292) son of Late Sunil Kumar Roy, residing at Vill. Panapukur, P.O. - Bhangar, P.S. - Kashipur, Pin: 743502, District - South 24-Parganas, therein called the Purchasers of the Other Part in the office of the Additional District Sub-Registrar Rajarhat, New Town, recorded in Book No. 1, Volume No. 1523-2020, pages from 71191 to 71229, Being No. 152301436, for the year 2020 the said (1) Ms. Neera Garodia (2) Brijmohan Garodia for the consideration therein mentioned granted sold transferred and conveyed unto and in favour of **1) SRI ABHISHEK BANKA (2) MR. ADITYA BANKA(3) SRISWATIE GUPTA** and **(4) SRI DEBASHIS ROY,ALL THAT** piece



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Rajahmundry (New), North 24-Pgs.

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and parcel of land measuring about 4.49 Cottahs be the same a little more or less, at Eastern Green being Plot No. CE/1/B/40, in Block No. CE, Land -CE/1, Action Area - 1C, situated in the New Town Police Station, in the district of North 24-Parganas fully described in the **Schedule** there under as well as hereunder written absolutely and forever. In the said Sale Deed the Owner No. 4, herein was referred as Purchaser No. 1.

- H. The said 1) **SRI ABHISHEK BANKA**, (2) **MR. ADITYA BANKA**, (3) **SRISWATIE GUPTA** and (4) **SRI DEBASHIS ROY**, became absolute Owners, well seized and possessed of and/or otherwise well and sufficiently entitled to the property by virtue of purchase an absolute estate in fee simple possession to the said piece and parcel of land measuring about 4.49 Cottahs be the same a little more or less, at Eastern Green being Plot No. CE/1/B/40, in Block No. CE, Land CE/1, Action Area - 1C, situated in the New Town Police Station, in the district of North 24-Parganas fully described in the **First Schedule** written hereunder, hereinafter referred to as the **SAID PROPERTY**, absolutely and forever.
- I. Since then the Owners herein have become the absolute owners of the said property and is now seized and possessed of and/or otherwise well and sufficiently entitled to the said property and enjoyed the same peacefully, freely, absolutely and without any interruptions from any corners together with rights to sell, convey and/or transfer the same to any intending buyer or buyers at any consideration or under any terms and conditions as the Vendors shall think fit and proper submitted the same before the concerned Authority for necessary approval apply for mutated his name in the records of NKDA and obtained FORM G vide Certificate No. 0101522011000730 dated 23rd April, 2020, and thereafter mutated their names in record of NKDA being Assessee no.-014-022-e-00-00001-12.
- J. Subsequently the Developer herein on being approached and requested by the Owners has agreed to undertake and carry out development of the Said Property, morefully described in the **First Schedule** written hereunder, and it has been decided and agreed by the Parties that, the Developer shall develop the Said Property by constructing the G + IV storied Building in accordance to the New Sanctioned Plan, after revocation of previous Sanctioned Plan comprising of various units, etc. capable of being held and enjoyed independently, on the agreed terms and conditions.
- K. The Parties hereto have agreed to record in writing the various terms and conditions for Joint Development of the "Said Property" and construction of the proposed Project at or upon the land comprised therein as hereinafter contained.



Additional District Registrar
Rajahmundry (New Town), Nalluri 24-Pgs.

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NOW THIS AGREEMENT WITNESSETH and it is hereby mutually agreed and declared by and between the Parties hereto as follows:-

1. **DEFINITIONS:** In these presents, unless it be contrary or repugnant to the subject or context, the under mentioned terms or expressions shall have meanings as follows: -
 - 1.1 **"Applicable Law"** shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;
 - 1.2 **"Approvals"** shall mean and include any approvals, authorizations, permissions, no objection certificates, clearances, permits, sanctions, licenses, etc., in any form, whatsoever, including all renewals, revalidations, rectifications, revisions thereof and irrespective of its nomenclature which may be required under any applicable law from any Government authority for sanction of Plans, construction, development, ownership, management, operation, implementation and completion of the Project, including any Completion Certificate and any Occupancy Certificate;
 - 1.3 **"Association"** shall mean any association, syndicate, committee, body, society or company which would comprise one representative from each Units of the Complex as its members and which shall be formed or incorporated at the instance of the Developer for the Common Purposes with such rules and regulations as shall be framed by the Developer for the purpose of common use and enjoyment of the Common Areas, Installations and Facilities and otherwise;
 - 1.4 **"Owners"** shall mean and include (1) **SRI ABHISHEK BANKA** (PAN No. AISPB7914J) (Aadhaar No. 656206167783) (2) **MR. ADITYA BANKA** (PAN No. AJTPB0698M) (Aadhaar No. 385859519567) both sons of Sanjay Kumar Banka, (3) **SRISWATIE GUPTA** (PAN No. AISPB7912Q) (Aadhaar No. 896185675520) wife of Sandeep Kumar Gupta, all residing at CB-74, Salt Lake City, Sector - 1, P.O. - CC Block, P.S. - Bidhannagar (North), Kolkata - 700064, District - North 24-Parganas, West Bengal and (4) **SRI DEBASHIS ROY** (PAN No. AOPPR3859H) (Aadhaar No. 794819964292) son of Late Sunil Kumar Roy, residing at Vill. Panapukur, P.O. - Bhangar, P.S. - Kashipur, Pin: 743502, District - South 24-Parganas, all by religion Hindu, Nationality Indian, all by Occupation Business, (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, legal representatives and assigns);



Additional District Sub-Registrar of
Rajahmundry North 2A Pgs.

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- 1.5 **"Developer"** shall mean and NADOLIN REALCON PVT. LTD. (Pan AAFCN0116N) a Company having its Principal Place of business 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 through its Director SRI DEBASHIS ROY (PAN No. AOPPR3059H) (Aadhaar No. 794819964292), son of Sri Sunil Kumar Roy, residing at Village Panapukur, P.O. - Bhangar, P.S. - Kashipur, District - South 24-Parganas, Pin: 743502, West Bengal, (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, legal representatives and assigns);
- 1.6 **"Said Property"** shall mean and include **ALL THAT** piece and parcel of land measuring about 4.49 Cottahs (Approx) be the same a little more or less, at Eastern Green being Plot No. CE/1/B/40, in Block No. CE, Land CE/1, Action Area 1C, situated in the New Town, Police Station, Rajarhat, at present New Town, Kolkata 700 156, in the district of North 24-Parganas, more fully described in the **First Schedule** hereunder written.
- 1.7 **"Building"** shall mean G + IV storied Building consisting of Residential Units, Commercial Unit and parking spaces to be constructed at or upon land comprised in the "Said Property" in accordance to the Sanctioned Plan.
- 1.8 **"Units"** shall mean and include Commercial Units and Car parking Spaces, which would be available for independent use and occupation at the said Project.
- 1.9 **"Carpet Area"** of the Units mean and include the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment and the same subject to amendment as per the local municipal body and the prevailing state government statutes.
- 1.10 **"Commercial Units"** shall mean and include shops, show rooms, offices and other spaces meant for commercial use.
- 1.11 **"Car Parking Spaces"** shall mean and include car parking spaces both covered and open of the Project.
- 1.12 **"Development Work"** shall mean and include development of the "Said Property" comprised therein and construction of the proposed Project thereat by the Developer-per the Sanctioned Plan and also as per the Municipal laws and the Building Rules.
- 1.13 **"Sanctioned Plan"** shall mean and include the building's New Sanctioned Plan which shall be sanctioned and/or approved by the

NKDA, as also all other concerned government authorities for construction in one or more phases in respect of the proposed Project, upon cancellation of Previous Plan and also include the renewed, revised and/or modified and/or other Plans, elevations, designs, maps, drawings and other specifications.

1.14 **"Common Parts"** shall mean and include the common parts and areas of the Project including entrances, corridors, lobbies, landings, stairs, paths, passages, ways, underground and overhead water reservoirs, water pipes, water pump and motor, lifts, lift well, lift machine rooms and the sewerage and drainage connection pipes and other common areas, and spaces as may be meant for the common use and the same for the beneficial use and enjoyment of the units at the Project but shall not include the roof and the open spaces on the ground floor level of the Project which are not identified as Common Areas by the Developer.

1.15 **"Owner's Allocation :** "The Owners No. 4 is the Owner of undivided 1/4th share over and in respect of the **SAID PROPERTY**, and in these Presents the Owner No. 4 is here appointed as Developer. The Owners No. 1, 2, 3 & 4 shall be collectively allotted Entire Top Floor i.e 4th Floor after Construction of G+IV storied Building Together with one BHK Unit on Ground Floor at Back Side, Together With undivided proportionate share of land and Together With undivided share, right on Common Areas and Facilities as shall be attached with the said Building.**(Hereinafter referred to as OWNERS' ALLOCATION)**.

1.16 **Developer's Allocation :** Save and Except Entire Top Floor i.e 4th Floor after Construction of G+IV storied Building, Together With one BHK Unit on Ground Floor at Back Side, Together With undivided proportionate share of land and Together with undivided proportionate share, right on Common Areas and Facilities as shall be allotted to Owners No. 1, 2, 3 & 4 as Owners' Allocation, the balance Entire Constructed Areas/Entire Other Floor (1st, 2nd & 3rd) and the balance constructed areas on the Ground Floor save and except one BHK Unit at Back Side at mentioned above, comprising all other Residential Units, Car Parking Spaces (Open and Covered), all Commercial Units of the Said Building , Together With undivided proportionate share of land and Together with undivided proportionate share, right on Common Areas and Facilities as shall be attached with the Said Building. **(Hereinafter referred to as DEVELOPER'S ALLOCATION)**.

1.17. **Power to Developer :** The Owners No. 1, 2, 3 & 4 do and each of them doth hereby jointly and/or severally nominate constitute and appoint the Developer as their true and lawful constituted attorney for all purpose connected to sale, transfer, lease and/or disposal of the Saleable Spaces

and other spaces areas rights and benefits of the **Developer's Allocation** at the said property. The Owners shall without demur grant such further powers and authorities as the Developer may from time to time require.

1.18. Owners to Execute Further Powers, Papers etc.: Notwithstanding grant of Powers of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans, additional powers of attorney etc. for enabling the Developer to implement this Agreement.

1.21. Marketing & Selling: The saleable spaces shall be sold by a Marketing and Selling Agency to be appointed by the Developer, **in respect of Developer's Allocation.**

1.22 Developer to Receive Additional Charges/Extras etc.: The Developer alone shall be entitled to receive all extras including additional charges, expenses and/or deposits including for corpus deposit, formation of the Maintenance Company, Common Expenses, Taxes, supply of electricity, purchase and installation of generator, electric and water supply connections, additional work and amenities that may be provided, charges, out-pocket expenses and fees payable for changes/ regularization/ completion under the Building Rules, **in respect of Developer's Allocation.**

1.23 Dealing with Saleable Spaces:

Disposal of Saleable Spaces: The Developer alone shall be entitled to deal with and dispose of all Saleable Spaces, **in respect of Developer's Allocation** in such manner at such consideration and on such terms and conditions as the Developer may deem fit and proper and to receive the consideration money and other amounts received therefrom in the manner herein agreed and the Owners shall not raise any dispute or objection to the same and shall have no concern therewith.

1.24. Transfer in favour of Transferee:

The Saleable Spaces shall be sold and transferred in favour of the prospective and/or intending transferees / buyers thereof by initially entering into Agreements for Sale / Transfer registered or unregistered followed by handing over of possession to them by the Developer and ultimately transferring title by registered Deeds of Conveyance / Transfer. In case so required by the Developer, the Owners shall be obliged to join in as parties to all such Agreements and Deeds and to register the same, and for such purposes the Owners do and each of them doth hereby appoint the Developer as their constituted attorney, i.e. to sign execute and deliver all Agreements and Deeds of Conveyance / Transfer and all related papers documents instruments writings etc. and to acknowledge all payments and to register the same or any one or more of them on behalf of and as the constituted attorney of the Owners and each of

them.

Developer to Deal With Intending Buyers: The Developer shall be solely entitled to deal with the prospective / intending buyers / transferees of the Saleable Spaces and other spaces areas rights and benefits, in respect of **Developer's Allocation** at the said property regarding the sale, transfer, lease and/or disposal of the same and shall take all necessary steps for the same including getting the transfer documents prepared and signed, collecting payments, handing over possession, etc. and the Owners shall have no concern therewith.

Covenant by Owners: The Owners hereby agree and covenant with the Developer not to do any act deed or thing whereby the Developer is prevented from enjoying, selling, assigning leasing and/or disposing of the Saleable Spaces and other spaces areas rights and benefits at the said property.

Rates and Taxes and utilities: All corporation rates, taxes, khaznas and outgoings if any in respect of the premises shall be borne and paid in the manner following:

By the Owners upto the date of sanction of Plan of the Project.

During the execution of the Project, by Developer

After completion of project, by the Owners in proportion to their respective allocation and/or the Purchasers of the Owners' Allocation and balance by the Developer and/or by the Purchasers of the Developer's Allocation.

2. **Architect** shall mean the Architect/s who may be retained and/or appointed by the Developer for designing and planning of the said development work as also for supervising the carrying out of the said development work and construction of the proposed Project as per the Sanctioned Plan and also the Municipal laws and the Building Rules.
3. **"Buyers"** shall mean and include the intending Buyers/Transferees of commercial units and other saleable spaces, at the Project.
4. **Competent Authority** shall mean and include the NKDA, Municipality/*Gram Panchayat* and also any other authorities empowered to approve and/or sanction the building plan by or under any law for the time being in force. And shall also include all other authorities as applicable for completion of the Project.
5. **Development Rights** shall mean the right, power, entitlement, authority, sanction and permission of or-being hereby granted to the Developer to:

- (i) enter upon and take permissive possession of the Said Property from the Owner for the purpose of development and construction of the Building thereon in accordance with the terms of this Agreement;
- (ii) appoint, employ or engage Architects, surveyors, engineers, contractors, sub contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development and construction of the Building in accordance with the Approvals;
- (iii) to carry out all the infrastructure and related works/ constructions for the Complex, including water storage facilities, water mains, sewage lines, septic tank, storm water drains, recreation garden, electrical sub-stations and all other common areas and facilities for the total built-up area to be constructed on the Said Property as may be required by the Architects of the Project in view of any Approvals, layout plan, or order of any Governmental Authority;
- (iv) to launch the Project for booking and receive advances and all other receivables including deposits for sale and transfer or otherwise of all Units and/or saleable areas within the ~~in~~ the Building and the Said Property from the intending purchasers and transferees and to exercise full, exclusive and irrevocable marketing, leasing, licensing and sale rights in respect of all Units and/or saleable areas within the proposed building and related undivided interests in the Said Property and for that purpose to issue application kits, brochures, allotment letters, provisional allotment letters and other communications and also to enter into agreements of transfer with all intending purchasers in respect of all Units and/or saleable areas in the Building and the Said Property, to receive all receivables and proceeds as per the terms therein, give receipts and discharges therefore and transfer ownership, possession, use or occupation of all Units and/or sealable areas comprised in the Project to the respective intending purchasers / transferees;
- (v) Execute all necessary, legal and statutory writings, agreements and documentations including the declarations, affidavits and/or gift deeds for sanction of Plans, amalgamation, licensing or sale of all Units and/or saleable areas within ~~the~~ as envisaged herein and appear, admit execution of and present for registration before the jurisdictional Registrar or Sub-Registrar the documents for the same;
- (vi) manage the Project and the Common Areas, Installations and Facilities constructed upon the Said Property and also to

form the Association and thereafter, to transfer / assign such right of maintenance to the Association and to retain all benefits, consideration etc. accruing from such maintenance of the Project in trust for the Association and handover the same to the Association;

- (vii) apply for and obtain any Approvals in his name or in the name of the Owner, as the case may be, including any temporary connections of water, electricity, drainage, sewerage and any other connection in the name of the Owner for the purpose of development and construction of the Project;
- (viii) generally any and all other acts, deeds and things incidental or ancillary for the development of the Project as more elaborately stated in this Agreement;

6. **Force Majeure** shall mean any event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise from and is not attributable to any acts, omission, breach or violation by such Party or any of its obligations under this Agreement but which arises from, or is attributable to acts of God, natural calamities, accidents, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightning, cyclone, typhoon, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder or other industrial action, strike, terrorist action, civil commotion, delays due to political unrest, municipal, general or other elections, any legislation, regulation, ruling or omissions (including delay or failure to grant any necessary permission or sanctions for reasons outside the control of either Party) or any Government or Court Order;

7. INTERPRETATIONS:

- b. Any reference to statute shall include any statutory extension or modification and the re-enactment of such statute and the rules, regulations or orders made there under.
- c. Any covenant by the Developer and/or the Owner not to do or commit any acts deed or thing shall mean and include their respective obligations not to permit such act or thing to be done or committed.
- d. Reference to recitals, articles, clauses and the schedules shall be deemed to be reference for those in this Agreement.

- e. The paragraph headings used in this Agreement are for convenience only and shall form part of this Agreement but not control the construction or interpretation of the clauses under the headings.
- f. The recitals and the schedule and any other document referred to in this Agreement by reference shall form integral part of the Agreement.
- g. In this Agreement, unless the context otherwise requires, any reference to words importing singular shall include the plural and vice versa and the words importing a gender shall include every gender and the references to persons shall include bodies corporate and unincorporated.

8. PURPOSE, APPOINTMENT AND DATE OF COMMENCEMENT

a. Purpose:

- i. This Agreement is to set forth the terms and conditions with respect to and pertaining to the grant of the Development Rights by the Owner with respect to the Said Property in favour of the Developer, the nature of the Project to be developed and completed by the Developer and the respective rights and obligations of the Parties.
- ii. The Parties shall extend all cooperation to each other and do all such acts and deeds that may be required to give effect to and accomplish the purposes of this Agreement.
- iii. If, for any reason whatsoever, any term contained in this Agreement cannot be performed or fulfilled, then save and except any other rights the Parties respectively may have against the other under this Agreement or in law, the Parties shall meet explore and agree to any alternative solutions depending upon the changed circumstances, but keeping in view the spirit and objectives of this Agreement.

- b. **Appointment:** The Parties hereby accept all other terms and conditions concomitant thereto including those mentioned in this Agreement. Pursuant to and in furtherance of the aforesaid confirmations, the Owner hereby appoints the Developer as the Developer of the Said Property with right to execute the Project and the Developer hereby accepts the said appointment by the Owner.

- c. **Commencement:** This Agreement shall be deemed to have commenced on and with effect from the date of execution hereof

and shall remain valid and binding till the completion of the Project (which shall mean and include development of the Said Property by constructing ready to use commercial building, complex comprising of various independent commercial units and dependent/independent car parking spaces, in habitable and useable condition) and also till the commercial exploitation of the Project either in full or as to be decided by and between the Parties, and as stated hereinafter.

9. MUTUAL COVENANTS:

- a. The Owner and the Developer jointly and severally represent and covenant with each other as follows:
 - (a) The Parties are competent and have undisputed authority to enter into this Agreement and both the Owner and Developer are competent to perform their respective obligations hereunder.
 - (b) This Agreement constitutes valid, legally binding and enforceable obligations;
 - (c) Both the Owner and the Developer shall take such further steps and do or commit such further acts, and also execute and deliver such further instruments and documents, and generally to do all such other things as may be reasonably necessary to accomplish the Development of the Said Property in such manner as contemplated in this Agreement; and
 - (d) The execution and/or performance of this Agreement will not conflict with or cause a breach of or constitute a default under any judgment, injunction, order, decree or any agreement or other instrument binding upon the Owner and/or the Developer. In other words the mutual obligations and covenants as envisaged in this Agreement shall remain valid, undisturbed, binding on both the Parties, unless either of the Party is barred by any Order, Decree, Judgment of any court of competent jurisdiction which directly or indirectly affect the Said Property and/or this Agreement.

10. OWNERS' REPRESENTATIONS: The Owner declares and confirms to have made the under-mentioned various representations and assurances to the Developer.

- a. The Owners No. 1, 2, 3 & 4 are the absolute Owners, Well seized and possessed of and sufficiently entitled to **ALL THAT** piece and parcel of land measuring about 4.49 Cottals be the same a little more or less, at Eastern Green being Plot No. CE/1/B/40, in Block No. CE, Land -CE/1, Action Area - 1C, situated in the New Town Police Station, Rajarhat, at present New Town, Kolkata 700 156, in the district of North 24-Parganas, more fully

described in the **First Schedule** hereunder written, each having undivided 1/4th share in respect of the "Said Property", more fully described in the **First Schedule** hereunder written.

- b. The "Said Property" is free from all encumbrances, mortgages, charges, liens, *lispendens*, claims, demands, liabilities, attachments, leases, tenancies, *debutter*, wakf and trusts whatsoever created made done or suffered by the Owner or Owner's predecessors in title.
- c. The Owners have not entered into any other Agreement and/or Arrangement and/or Understanding with any other person or party for sale and/or development or otherwise disposal of the "Said Property" which is subsisting on the date of execution hereof.
- d. The Land Revenue, NKDA taxes/ municipal taxes/ Panchayct taxes and all other rates, taxes and outgoings whatsoever on account and in respect of the "Said Property" and the land comprised therein, have been paid up to date by the Owners and that in case of any amount being found to be lawfully due and payable on account of such rates and taxes for the period up to the date of this Agreement the Owners herein shall pay the same and in this regard. The Developer herein shall also be at liberty to pay the same in the name and on behalf of the Owners No. 1, 2 & 3, subject to the term that the Owners No. 1, 2 & 3 shall pay and/or reimburse the same to the Developer for the period it is hable in terms of this Agreement.
- e. The "Said Property" is not affected by any acquisition or requisition proceeding nor is the same subject to any covenant, restriction, stipulation, easement or reservation or other such right, which may adversely affect the "Said Property" and/or the development thereof.
- f. The "Said Property" is not adversely affected by any notice or proceeding under the provisions of the West Bengal Estates Acquisition Act 1953 and/or the West Bengal Land Reforms Act 1955.
- g. There is no subsisting agreement or arrangement entered into by the Owner concerning sale, mortgage, lease, tenancy or otherwise transfer of the "Said Property" or any part thereof nor is there subsisting any dealing of the Owner with the same in any manner whatsoever;
- h. The "Said Property" and/or the land comprised therein is not adversely affected by any provision of the West Bengal Estates Acquisition Act, 1953.

11. DEVELOPER'S REPRESENTATIONS:

- a. The Developer has sufficient knowledge and expertise in the matter of development of immovable properties and construction of the new building.
- b. The Developer has sufficient means of necessary finance for carrying out the development of the "Said Property" and/or construction of the said Project thereat.
- c. The Developer shall carry out and complete the development in respect of the "Said Property" and/or construction of the said Project strictly in accordance with the Sanctioned Plan per the relevant NKDA Laws/ Municipal Laws/ Panchayat Laws as may be applicable and building Rules relating to the development of immovable properties and/or construction of new Project and further strictly as per the provisions contained in these presents.

12. DEVELOPMENT WORK:

- a. The Owners being desirous of development of the Said Property have duly appointed and/or hereby appoints the Developer who is also the Owner No. 4 as the Developer/Promoter and/or Builder and further entrusted to the Developer herein the exclusive right to undertake and carry out development of the "Said Property" and construction of the said Project thereat as per the Sanctioned Plan and on the terms and conditions herein recorded
- b. The Developer who is also the Owner No. 4 hereby accepts its appointment as the Builder and/or Developer in respect of the "Said Property" and further agree to undertake and carryout the said project of development of the "Said Property" and construction of the proposed Project as per the Sanctioned Plan thereat in the manner and within the time and on the terms and conditions herein recorded.
- c. The Owners hereby agree to allow the Developer to undertake development of the "Said Property" in accordance with the 'Sanctioned Plan'.
- d. The Development contemplated in this Agreement is not in the nature of a Partnership or an Association of Persons as contemplated either under the Indian Partnership Act, 1932 or under the Income Tax Act, 1961 or an agency or a joint ownership or any other legal relationship between the party hereto except as specifically provided herein.

- e. The Parties hereby declare and confirm that by virtue of the Developer entering upon the "Said Property" for carrying out the works of development and construction, the same will not amount to taking over of possession of the "Said Property" for development. It is expressly agreed and declared that juridical possession of the "Said Property" for development shall vest in the Owner until such time the development is completed in all regards.

13. DEVELOPER'S OBLIGATIONS/COVENANTS:

- 13.1 In consideration of the aforesaid and subject to the provisions contained in these presents, the Developer hereby agrees and undertakes to carry out the Development Work of the "Said Property" and/or construction of the said Project in one or more phases and the same in accordance with the Sanctioned Plan, to be issued by NKDA.
- 13.2 The Developer shall duly apply for and obtain necessary plans duly sanctioned by the competent authority as also all necessary permissions, clearances, approvals and No objections from the competent authority and/or the concerned departments as may be required for carrying out and completing the development of the "Said Property" and/or construction of the said Project in one or more phases as per provision of NKDA/Municipal Laws. The Developer may cause to be prepared the plans for construction of the said Project by causing and ensuring the consumption of maximum permissible Floor Area Ratio (FAR).
- 13.3 The Developer shall also be responsible for soil testing, ground leveling, construction of boundary walls and construction of approach road to the project at its own costs.
- 13.4 The Developer herein, shall be responsible to arrange all finances and/or funds and/or moneys as may from time to time be necessary or required for completing and/or carrying out development of the "Said Property" and/or construction of the said Project and in this respect, the Owner shall not in any manner be liable or responsible.
- 13.5 The Developer shall not require the Owners to provide finance for the project and/or to pay the costs of carrying out and/or completing the development of the "Said Property" and/or construction of the proposed Project.
- 13.6 The development of the "Said Property" and/or construction of the said Project shall be made in one or more phases and the same complete in all respect including installation of lifts, electrical connection and fittings, water pumps, municipal water, sewerage and drainage connections, plumbing and sanitary fittings as also overhead and under-ground water reservoirs and all other common

parts. All the Commercial Units in the said Project shall be made habitable in accordance with the agreed Specifications mentioned in the *Second Schedule* hereunder written.

- 13.7 The development work and/or construction of the said Project shall be carried out and/or completed by use of standard building materials, sanitary and electrical fittings and the same as per the specifications mentioned in the *Second Schedule* hereunder written and also as may be approved and recommended by the Architect. In carrying out the construction of the said Project, the Developer shall use the steel and cement strictly as per the agreed Specifications and otherwise as per sizes and quality as may be recommended by the Architect. It is made clear that no sub-standard material shall be used for carrying out or completing the construction of the said Project.
- 13.8 The Developer herein shall solely be responsible for the structural stability of the building and for the soundness of the construction and be liable for all claims and actions, which may arise due to deviation from the Sanctioned Plan and/or infringement or violation of the NKDA/municipal/Panchayet laws or other state laws and/or in respect of workmanship or quality of materials used and/or for any delay or default in respect of the construction and completion of the Project and/or for any delay or default pertaining to the Occupation Certificate and other clearances and permissions in respect of the Project.
- 13.9 The Developer shall duly apply for and obtain electricity, water, sewerage, drainage and other connections at the Project and the cost thereof shall be borne by the Developer—and shall also obtain necessary occupation certificate from the NKDA/Municipality/Gram Panchayet as be required under the statutes. However, applying for and obtaining electrical connection within each Unit shall not be the responsibility of the Developer.
- 13.10 The Developer herein shall, unless prevented by Force Majeure reasons, (a) carry out and complete the development of the "Said Property" and construction of the Project and (b) obtain completion certificate from the Architect of the Project and also (c) apply for occupancy certificate in respect of the Project from NKDA/Municipality/ Gram Panchayet and/or the competent authority, all positively within Fourteen months from the date of handing over of the possession of the Said Property by the Owner in favour of the Developer or the date of sanction of the revised Building Plan, if required or starting of construction, whichever is later with a grace period of 6 (six) months (hereinafter referred to as the "Project Completion Date").
- 13.11 The Developer shall complete the construction work of the said Project within the period as contemplated hereinabove. In case the

construction work is stopped owing to Force Majeure, the time so wasted will be excluded from the time limit of construction period.

- 13.12 The Developer herein shall not be considered to be liable for any default or breach of its obligations hereunder to the extent that the performance of such obligations are prevented by the existence of the force majeure causes. The obligations of the Developer shall remain suspended during the duration of the force majeure.
- 13.13 The Developer herein shall, notwithstanding anything to the contrary contained in this Agreement, solely be responsible for planning the project, development of the "Said Property" and construction of the proposed Project, making publicity and marketing the Project and also selling or otherwise disposing of the "Units", "Parking Spaces" and also "other saleable spaces" of the Project and for management, maintenance and administration of the Project and its Common Parts until handing over to the Association and to observe, fulfill and perform all the terms and conditions hereof in connection therewith.

14. OWNERS' OBLIGATIONS/COVENANTS

- 14.1. The Owners herein shall bear and pay the land revenue, municipal taxes and all other rates, taxes and outgoings on account and in respect of the "Said Property" till the date of execution of this Agreement.
- 14.2. The Owners shall maintain good and marketable title in respect of the "Said Property" till the sale of the proportionate share in the "Said Property" in favor of the intending buyers and further duly reply and comply with the reasonable requisitions as may from time to time be made by or on behalf of the intending buyers and/or bankers.
- 14.3. The Owners shall as per its obligation, render its best co-operation and assistance to the Developer in the matter of the Developer commencing, carrying out and completing the development of the "Said Property" and/or construction of the said Project, as may from time to time be necessary or required.
- 14.4. The Owner No. 1, 2, 3 & 4 shall not do or permit anyone to do or commit any act deed matter or thing, which may in any manner cause obstruction and/or interference in the Developer carrying out and completing the development of the "Said Property" and/or construction of the said Project by the Developer.
- 14.5. The Owners shall be bound to produce all original documents before the bank and/or non-banking financial companies in

order to facilitate financial accommodation in terms of clause 16.1.

- 14.6. The Owners No. 1, 2, 3, & 4 shall sign, execute and deliver all necessary papers, applications, plans, sketches, maps, designs and other documents as may from time to time be prepared by the Developer at the costs and expenses of the Developer in conformity of the terms and conditions hereof and required by the Developer for obtaining Sanctioned Plan from the Competent Authority in the name of the Owner. The Owner shall render all sorts of reasonable co-operation to the Developer, as may be required by the Developer to complete the intending development work of the "Said Property".
- 14.7. The Owners shall from time to time sign execute and deliver all applications, papers, documents and declarations as may be required to enable the Developer to apply for and obtain telephone, gas, electricity, internet, telex, sewerage, water, drainage connections and other public utility and essential services in or upon the said Project and/or as may be required for carrying out and/or completing the said development work and/or construction of the Project at the costs and expenses of the Developer.
- 14.8. The Owners shall sign, execute and deliver all necessary papers, applications and other documents as may from time to time be prepared by the Developer at the costs and expenses of the Developer in conformity of the terms and conditions hereof and required by the Developer for obtaining conversion of the Said Property from the Competent Authority as may be required by the Developer in the name of the Owner. The Owners shall render all sorts of reasonable co-operation to the Developer, as may be required by the Developer for conversion of the Said Property.
- 14.9. The Owners shall sign, execute and deliver all necessary papers, applications and other documents as may from time to time be prepared by the Developer at the costs and expenses of the Developer in conformity of the terms and conditions hereof and required by the Developer for obtaining all requisite statutory clearances/permissions/approvals under various Acts, including but not limited to clearances under (1) West Bengal Land Reforms Act, 1955 and from the Competent Authority as may be required by the Developer in the name of the Owner. The Owner shall render all sorts of reasonable co-operation to the Developer, as may be required by the Developer in this regard.
- 14.10. It is further clarified that if any other clearances, certificates, no objection certificates, conversions, mutations etc., in respect of the "Said Property" is required whether for

the purpose of sanction or construction or anything relating thereto, the Developer shall obtain the same in the name of the Owner at the costs and expenses of the Developer.

- 14.11. The Owners shall not be considered to be liable for any default or breach of its obligations hereunder to the extent that the performance of such obligations are prevented by the existence of the Force Majeure causes. The obligations of the Owners shall remain suspended during the duration of such Force Majeure.

15. Powers and Authorities

- 15.1. **Power of Attorney for Building Plans Sanction:** The Owner No. hereby grant to the Developer Power of Attorney for the purpose of getting the Building Plan/s sanctioned / revalidated / modified / altered by the Planning Authorities and obtaining all necessary permissions from different authorities in connection with construction of the New Building/s.
- 15.2. **Power of Attorney for Construction and Sale of Units:** The Owners hereby grant to the Developer and/or its nominees Power of Attorney for construction of the Building/s Complex/ Project and booking and sale of all Units in respect of Developer's Allocation within the Project.
- 15.3. **Further Acts:** The Owners shall also from time to time grant further Power of Attorney in favour of the Developer and/or its nominee/s authorizing and/or empowering it/him/them to do all acts, deeds, matters and things, to carry out development of the "Said Property" and construction of the Project in conformity with the terms and conditions of this Agreement. Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to perform all obligations under this Agreement including but not limited to the documents as required for obtaining financial accommodation from any bank and/or financial institution.
- 15.4. The Owners herein shall not in any manner encumber, sell or otherwise deal with the "Said Property" nor part with possession of the "Said Property", in any manner whatsoever. This will not however prevent the Owner to deal with the "Owner's Allocation" in terms hereof.
- 15.5. **The detailed powers granted by this presents are given in the Fourth Schedule hereunder.**

16. CONSTRUCTION WORK:

- 16.1. The construction of the said Project shall be strictly as per the NKDA/Municipal Laws and/or the Building rules, regulations and byelaws framed there under and the same strictly in accordance with the Sanctioned Plan. In this respect, the Developer shall keep the Owner absolutely indemnified and harmless against all actions claims and demands whatsoever as may be made due to construction of the said Project and/or any accident or untoward incident arising at the site due to construction and/or the said development work being in deviation from the Sanctioned Plan and/or in violation of the NKDA/Municipal/ Panchayet Laws and/or the Rules, regulations and bye-laws there under.
- 16.2. The Developer herein shall appoint and employ such masons, mistries, managers, supervisors and other employees for carrying out the said development work and/or construction of the said Project as the Developer shall think proper. In this respect, it is made clear that the Developer herein shall solely be responsible and/or liable for payment of salaries, wages, and/or remuneration of the masons, mistries, supervisors, chowkidars and durwans as also other staff and employees, who may be appointed and/or employed by the Developer for carrying out the said development work and/or construction of the Project and to comply with all applicable laws connected therewith and in this respect, the Owner shall not in any manner be responsible.
- 16.3. The Developer herein shall appoint the Architect at his discretion, as also retain and appoint Engineer and Contractor for carrying out of the said development work and/or construction of the Project, as the Developer shall think proper. The payment of all remunerations and/or fees of the Architects, Engineers and Contractors as may be so appointed shall be incurred and paid by the Developer and in this respect the Owner shall not in any manner be liable.
- 16.4. The works of development of the "Said Property" and/or construction of the proposed Project by the Developer shall be by use of standard quality building materials and the same as per the recommendations of the Architects and also as per the Specifications mentioned in the **Second Schedule** hereunder written.

- 16.5. Both the Parties shall exclusively be liable towards their part for registering itself and complying with all provisions of Real Estates Regulation Act or West Bengal Housing Industry Regulation Act.
- 16.6. The Developer hereby assures that the Owner would not suffer due to any lapses and/or negligence on the part of the Developer in carrying out the development or construction. The Developer shall obtain all necessary insurances in respect of the Project.

17. COSTS OF CONSTRUCTION:

- 17.1. The Developer herein shall solely be responsible for carrying out the development of the "Said Property" and construction of the proposed Project.
- 17.2. The Developer herein shall solely and exclusively bear and pay all costs, charges and expenses as may be required to be incurred or paid for and on account of carrying out and completing development of the "Said Property" and the construction of the proposed Project in one or more phases and the same as per the Sanctioned Plan approved and/or to be revised/modified by the competent authority.
- 17.3. The parties have agreed that the Developer herein shall bear and pay the costs and fees as are required to be incurred and paid for and on account of obtaining the required approvals, permissions, clearances, no-objections and sanction of plan from the NKDA/ Panchayet/ Municipality and/or the competent authority and other concerned Government authorities and/or departments and the Developer herein shall bear the fees, remuneration and costs required to be paid to the Architects and Engineers.
- 17.4. The Parties have further agreed that so far as the costs of construction to be incurred and paid by the Developer as mentioned hereinabove the Developer hereto shall keep and maintain separate books of accounts in respect of the respective amounts respectively incurred or paid in respect of development or construction of the said Project.

18. PUBLICITY & MARKETING

- 18.1 The Developer shall have the exclusive right and entitlement to market / advertise / promote the entire Project including the right to sell, transfer and otherwise dispose-off any Units and/or other constructed areas or

spaces and Parking Spaces and other facilities within the Developer's Allocation comprised in the Project on such terms and conditions and at such prices as may be decided from time to time by the Developer.

- 18.2. The Developer may retain and appoint qualified agents for marketing and sales of the Project on such terms and conditions as the Developer would think proper. The terms of appointment shall be such that no preference on any account shall be given to any of the parties hereto and the marketing agent will be required to treat the parties hereto at par in all matters.
- 18.3. The Developer shall be entitled to receive consideration / allotment money / advance consideration, etc. in its own name in respect of sale of the Units and other areas within the Developer's Allocation comprised in the Project and give receipts thereof and transfer ownership, possession, use or occupation of any such Units and/or spaces structures and other facilities to the persons intending to purchase the same.
- 18.4. The Owner and the Developer hereby agree, undertake and acknowledge that the Developer shall be entitled to enter into any arrangement or agreement for transfer / allotment, booking of any Unit or any other saleable spaces/ area within the Developer's Allocation in the Project to be developed or constructed over the "Said Property" and to accept or receive any request for booking or allotment of any Unit or any other saleable spaces/areas within the Developer's Allocation in the Project to be developed or constructed over the "Said Property".
- 18.5. The Parties hereby agree that all booking amounts, advances and sale proceeds received by the Developer for the sale and/or otherwise transfer of the Units within the Developer's Allocation comprised in the Project shall be appropriated solely by the Developer.
19. The publicity and marketing of the project of development of the building complex would be made and the costs on account thereof would be incurred in the manner and to the extent as the Developer would from time to time decide.

20. SALE OF UNITS/PROJECT:

- a. The Developer would sell, transfer or otherwise dispose of the Units and/or Car Parking Spaces of the Project within the Developer's Allocation in favour of the intending transferees, on freehold basis and the same on such terms and conditions as the Developer may decide subject to the following terms and conditions:
- b. All Sale Deed with regard to the Developer's Allocation may be signed and registered by the Developer the constituted attorney appointed by the Owner as per this Agreement and the Development Power of Attorney agreed to be granted by the Owner in favour of the Developer. However, the power and authorities as to be given by the Owner to the Developer and/or

its representative shall always be subject to fulfilment of all obligations of the Developer towards the Owner.

- c. It has been agreed that the payment of the allotment money by the intending transferees, the entirety of the Total Sale Proceeds including the earnest monies, part payments and consideration amounts, which the Developer would from time to time receive and/or realize on account and in respect of transfer of the several commercial units and car parking spaces of the Project within the Developer's Allocation would be taken in the name of the Developer and all buyers/transferees shall be notified in respect thereof and deposited in the Account of the Developer.
- d. For the transfer of the commercial units and other saleable spaces of the Project within the Developer's Allocation as mentioned hereinabove, the Developer shall be entitled to enter into Agreements and/or contracts with the intending buyers and also to receive earnest moneys, part payments and consideration amounts, which the Owner hereby agree and confirm.
- e. The Parties hereto hereby agree that all agreements, contracts, deeds and documents for transfer of the Commercial Units and Car Parking Spaces of the Project shall be drawn up on terms, conditions and covenants as the Developer may decide with knowledge to the Owner and which the Project Advocate may approve. Further, Owner should also maintain the same format of document while disposing the Owner's Allocation being a part of the said Project to the future allottees.
- f. **The Parties hereto hereby further agree that the Developer herein shall at all times be entitled to install and/or affix hoardings, signage, billboards etc. at the Said Property of its said brand name. The name of the Building shall be DEBOMITA.**

21. ALLOCATION

21.1 Owner's Allocation : The Owners No. 4 is the Owner of undivided 1/4th share over and in respect of the **SAID PROPERTY**, and in these Presents the Owner No. 4 is here appointed as Developer. The Owners No. 1, 2, 3 & 4 shall be collectively allotted Entire Top Floor i.e 4th Floor after Construction of G+IV storied Building Together with one BHK Unit on Ground Floor at Back Side, Together With undivided proportionate share of land and Together With undivided share, right on Common Areas and Facilities as shall be attached with the said Building. **(Hereinafter referred to as OWNERS' ALLOCATION).**

21.2. Developer's Allocation : Save and Except Entire Top Floor i.e 4th Floor after Construction of G+IV storied Building, Together With one BHK Unit on Ground Floor at Back Side, Together With undivided proportionate share of land and Together with undivided proportionate share, right on Common Areas and Facilities as shall be allotted to Owners No. 1,2,3 & 4 as Owners' Allocation, the balance Entire Constructed Areas/Entire Other Floor (1st, 2nd & 3rd) and the balance constructed areas on the Ground Floor save and

except one BHK Unit at Back Side as mentioned above, comprising all other Residential Units, Car Parking Spaces (Open and Covered), all Commercial Units of the Said Building, Together With undivided proportionate share of land and Together with undivided proportionate share, right on Common Areas and Facilities as shall be attached with the Said Building. **.(Hereinafter referred to as DEVELOPER'S ALLOCATION).**

21.3. After the Plan of the said Project is Sanctioned, the Developer shall start the Construction of the Project and the Developer shall construct the Third Floor and Fourth Floor as Guest House as per demand of the owner and shall do all Tiles fittings, work of plumbing, Electricity, Wire Lines and Fittings, and sewerage.

21.4. The Parties agree that the Developer shall be responsible to keep the Owner's Allocation secured from entry of trespassers or any other person who has no legal right over possession on the Owner's Allocation.

21.5. The Parties agree that the Developer shall have the sole, exclusive and absolute right to recover their cost of construction and profits from sale of the Developer's Allocation.

21.6. The Developer hereby agrees and covenants with the Owner not to do any act, deed or thing whereby the Owner will be prevented from enjoying, selling assigning, disposing of the Owner's Allocation or any part of it.

21.7. The Developer shall complete the construction and make the said Project habitable and handover the Owner's Allocation within the Project Completion Date i.e. **24 moths from the date of Sanction Plan and start of Construction whichever is later and with a grace period of 6 months** as described hereinabove, unless prevented by the circumstances of Force Majeure described hereinabove. After the completion of the Owner's Allocation, the Developer will inform the Owner to take possession of the Owner's Allocation in favour of the Owner in writing via Speed Post/ Registered Post and the Owner shall be bound to take the possession of the Owner's Allocation within 7 (seven) days from the date of issuance of the said letter and if the Owner fail to take delivery of the Owner's Allocation within the stipulated time then it shall be deemed that satisfactory physical possession of the Owner's Allocation has been handed over to the Owner by the Developer on the seventh day of the date of issuance of the said letter and the Developer shall have no responsibility with regard to the Owner's Allocation thereafter.

21.8. Neither party shall use or permit to be used with the respective allocation in the building or any part or portion thereof for carrying on any obnoxious, illegal and immoral trade or activity and not be use the same for any purpose which may cause any nuisance or hazard to the occupiers of the said Project/ Complex.

21.9. Neither party shall demolish or permit demolishing or any wall or other structure in their respective allocation or any portion thereof and

make any structural alteration after completion of the said Project without the written permission of the Society.

21.10. The Developer shall take the responsibilities of Shifting of the Owners within nearby vicinity, at chosen place of Owner/Grantor.

22. MORTGAGE:

22.1. The Owners hereby agrees, undertakes and acknowledges that the Developer shall be entitled, to obtain loans and/or advances from any RBI recognized financial institution/Bank and/or Non-Banking Financial Companies (NBFCs) as may from time to time be required specifically and only for carrying out and completing the Project and not for any other purpose and the same by creating charge/mortgage by deposit of original title deeds or through a Deed of Simple Mortgage of and in respect of the Said Property and the same on such terms and conditions as the Developer shall think proper.

22.2. To enable the Developer to raise finance exclusively for development of the "Said Property", the Owner shall extend its co-operation and assistance as may be required for obtaining such loans and advances from any RBI recognized financial institution/Bank and/or Non-Banking Financial Companies (NBFCs) as also for creating charge in the "Said Property" and/or the Project. The Owner for such purpose shall grant Power of Attorney, wherein, the Developer—would be empowered to represent the Owner to create charge in favour of the Banks and/or Non-Banking Financial Companies (NBFCs)

22.3. The Developer shall solely and exclusively be responsible to repay the loans and advances, which the Developer may obtain as aforesaid as also to pay all interest thereon and charges related thereto and in this regard the Owner shall not be liable or responsible in any manner what so ever.

22.4. The Developer shall keep the Owner as also the "Said Property" and/or the said Project absolutely indemnified and harmless against repayment of such loans and advances including interest and all other connected obligations and liabilities and against any loss, damage, cost, claim, demand, action, prosecution or proceeding as may be suffered or incurred by the Owner or any buyer/transferee in the Project in this regard.

23. Title Deeds

23.1. The Title Deeds (all Original Documents) shall be verified by the Developer simultaneously with execution of these presents and all the Original Documents shall be kept under joint custody of the Developer and Owner Nos. 1,2 and 3.

- 23.2. The Owners shall not be entitled to mortgage the Said Property in respect of their undivided share, comprised therein, till the Said Building is completed.
- 23.3. It being further agreed that respective Transferees of Units shall be permitted to take finance from banks and financial institutions for acquiring the Units and/or Parking Spaces in the Building Complex without any obstruction from the Lessee/Owner or the Developer

24. RATES, TAXES AND MAINTENANCE:

- 24.1 The Owners No. 1, 2, 3 and 4 shall bear and pay the land revenue, NKDA/ Panchayet/ Municipal taxes and other rates, taxes and outgoings whatsoever concerning or relating to the "Said Property" for the period till the sanctioned plan is obtained in the name of the Developer and thereafter the Developer alone shall bear such expenses.
- 24.2. On and from the date of execution of this present, the Developer herein shall bear and pay the land revenue as also the NKDA/ Panchayet/ Municipal taxes and other rates taxes and outgoings whatsoever concerning or relating to the "Said Property" till the Developer complete construction of the Project and after handing over possession of the Owner's Allocation, the Developer and the Owner shall be liable to pay the rates and taxes and other levies in respect of their final allocation settled between the Owner and the Developer accordingly.
- 24.3. On and from the date of completion of the proposed Project as also making over of possession of the several Units and Car Parking spaces of the Project to the buyers and/or transferees, the Buyers/Transferees shall be responsible to bear and pay the land revenue, NKDA/ Panchayet/ Municipal taxes and all other rates, taxes and outgoings as also to pay the monthly maintenance and service charges on account of their respective Commercial units and Car Parking spaces.
- 24.4. On and from the date of completion of construction of the said Project, the Developer shall be responsible to look after, manage and administer the day to day maintenance of the Project as also maintenance of the common parts, areas, amenities and facilities at the Project, on the terms and conditions the Developer deems fit

and proper, and till the formation of an Association/Syndicate or incorporation of a Company for the purpose.

- 24.5. The Developer shall cause an Association or Limited company to be floated and/or incorporated for the purpose of managing and maintaining of the common facilities, common areas and amenities at the said Project. The Developer shall also be responsible to frame the rules, regulations and bylaws of such Management Association/ Syndicate / Company.

25. MISCELLANEOUS:

- a. The Owner and the Developer have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed or construed to be a partnership and/or joint venture between the Developer and the Owner nor shall the parties hereto constitute an Association of persons.
- b. Nothing in these presents shall be construed as a sale, transfer or assignment or conveyance in law by the Owner of the "Said Property" or any part thereof to the Developer, or as creating any right title or interest in respect thereof in favour of the Developer, save the right to undertake development as per this Agreement.
- c. The proposed Building to be erected by the Developer in or upon the land comprised in the "Said Property" shall be named with such name as decided by the Developer. Provided however that the name of the building shall bear the word "**DEBOMITA**".
- d. On completion of the development of the "Said Property" and construction of the said Project as also distribution of the Owner's Allocation and the Developer's Allocation after Sale Proceeds of entire Saleable Units of the Project between the Owner and the Developer respectively as mentioned hereinabove, this Agreement shall stand fulfilled.
- e. The Owner and the Developer hereby agree and undertake to sign and execute all other deeds and documents for smooth implementation of this Agreement, as and when so required.
- f. The Owner and/or their authorized representatives shall at all times be entitled to view, inspect the development work and/or construction of the Project at the "Said Property" after giving prior 24 hours notice to the Developer.

- g. Neither of the parties hereto shall be entitled to dispute the legality and/or enforceability and/or validity of this Agreement and/or any of the terms herein recorded.
- h. At all times hereafter the Developer hereto shall indemnify and agree to keep the Owner, saved, harmless and indemnified in respect of all losses, damages, costs, claims, demands, actions, proceedings, liabilities, fines, penalties or other consequences (whether criminal civil or revenue) suffered or incurred by the Owner and arising due to any delay or default of the Developer in complying with the terms and conditions hereof.
- i. Any Goods and Service Tax or other impositions and taxes relating to development and construction of the Project and in respect of implementation of this transaction shall be borne and paid by the Developer.

26. NOTICES:

- 26.1. **Mode of Service:** Any notice or other written communication given under or in connection with this Agreement may be delivered personally or sent by registered post with acknowledgement due to the proper address, described below and for the attention of the relevant Party (or such other address as is notified in the manner mentioned in this Clause by each Party from time to time). The Owner shall address all such notices and other written communications to **Mr. Debashis Roy**, Developer and the Developer shall address all such notices and other written communications to **Mr. Abhisekh Banka** the authorized representative of the Owners.

In case of notices to be sent to Developer

Merlin Matrix, Unit No. 203, DN- 10, Sector-V, 2nd Floor, Police Station Electronic Complex, Kolkata - 700091

In case of notices to be sent to Owner No. 1, 2, 3 & 4

- 26.2. **Time of Service:** Any such notice or other written communication shall be deemed to have been served (1) if delivered personally, at the time of delivery (2) if sent by registered post, on the 4th day of handing over the same to the postal authorities.
- 26.3 **Proof of Service:** In proving such service it shall be sufficient to prove that personal delivery was made or in the case of registered

post, that such notice or other written communication was properly addressed and delivered to the postal authorities.

27. Electronic Mail: Any notice sent by way of electronic mail (e-mail) shall be considered **not** to have been served.

28. No Assignment/Nomination: Under no circumstances, either of the Parties be entitled to assign/nominate or transfer any benefit of any nature whatsoever, as conferred in their favour by virtue of this Agreement and/or Said Property.

29. DOCUMENTATION:

29.1. All agreements, contracts, deeds, documents for the sale of the units at the Project shall be identical containing the similar terms and conditions as may be decided by the Developer in consultation with the Owner.

29.2. All deeds, documents, Agreements and papers as may from time to time be required to be prepared in pursuance of this Agreement including those for transfer of Units and other saleable spaces of the Building

30. ENTIRE AGREEMENT:

This Agreement records all the terms, conditions, understandings, representations, and declarations by and between the parties, oral or in writing with regard to the subject matter hereof.

This Agreement is a culmination of the discussions and negotiations between the parties and constitutes the final bargain between them and all rights and obligations with respect to the "Said Property" and/or development thereof as also construction of the proposed Project thereat shall be governed only by this Agreement. No offer, counter offer or communication made or exchanged between the parties, contrary to or inconsistent herewith, prior to this Agreement shall bind the parties.

31. AMENDMENTS:

No modification or amendment of this Agreement nor waiver of the terms or conditions herein recorded shall be binding, unless made specifically in writing by the parties.

32. SEVERABILITY:

If any of the provisions of this Agreement is or become invalid, unlawful or unenforceable, the parties agree that the validity, legality and/or enforceability of the remaining provisions shall not in any way be affected or impaired.

33. ARBITRATION AND CONCILIATION:

33.1. In case of there being any dispute or difference or misunderstanding by and between the parties hereto concerning or relating to or arising out of this agreement and/or interpretation of this Agreement or any of the clauses herein recorded and/or the completion of the transaction as per this Agreement, the parties would hold joint meetings and make all possible efforts to conciliate and/or settle such disputes and/or differences and/or misunderstandings mutually.

33.2. In the event the parties hereto being not able to amicably clarify the confusions and/or misunderstandings and/or to mutually resolve the disputes and/or differences as provided hereinabove, all disputes and differences by and between the parties hereto concerning or relating to or arising out of this Agreement or with regard to interpretation of this Agreement or any of the clauses herein recorded and/or the respective claims of the parties, the same shall be referred and adjudicated adjudication as per the provisions of the Arbitration and Conciliation Act, 2015.

34. JURISDICTION:

34.1. The Courts at Kolkata shall exclusively have the Jurisdiction to entertain, try and determine all matters concerning or relating to or arising out of this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO
ENTIRE LAND

ALL THAT piece and parcel of land measuring 64.60 Acres (more or less) situated in Mouza - Mahishbathan, J.L. No. 18 and Thakdari, J.L. No. 19, P.S. - Rajarhat at present New Town, within Action Area 1C now CE-1, within CE Block at Rajarhat New Town, Kolkata under Additional District Sub-Registration Office Rajarhat, New Town in the district of North 24-Parganas. Comprised in R.S. Plot No. involved 33(Part), 35(Part), 40(Part), of Mouza Mahishbathan, J.L. No. 18, P.S. Rajarhat (Old) at present New Town. And R.S. Plot No. 1(Part), 2(Part), 3(Part), 4(Full), 5(Full), 6(Full), 7(Full), 8(Full), 9(Full), 10(Full), 11(Full), 12(Part), 13(Part), 17(Part), 18(Part), 30(Part), 31(Part), 32(Full), 33(Full), 34(Full), 35(Part), 36(Part), 40(Part), 41(Part), 42(Full), 43(Full), 44(Full), 45(Full), 46(Full), 47(Full), 48(Part), 49(Part), 50(Part), 51(Part), 52(Full), 53(Full), 54(Full), 55(Full), 56(Full), 57(Full), 58(Part), 59(Full), 60(Full), 61(Part), 62(Full), 63(Part), 64(Part), 65(Full), 66(Full), 67(Part), 68(Part), 84(Part), 85(Part), 86(Part), 87(Full), 88(Full), 89(Part), 90(Full), 91(Full), 92(Part), 127(Part), 128(Part), 129(Part), 130(Part), 131(Full), 132(Full), 133(Part), 134(Part), 135(Part), 136(Full), 137(Part), 142(Part), 143(Part), 144(Part), 145(Part), 146(Full), 147(Part), 148(Full), 149(Full), 150(Full), 151(Full), 152(Full), 153(Full), 154(Full), 155(Full), 156(Full), 157(Full), 158(Part), 164(Part), 166(Part), 167(Part), 170(Part), 171(Part), 172(Part), 173(Part), 174(Part), 175(Full), 176(Part), 177(Part), 286(Part), 729(Part), at Mouza Thakdari, J.L. No. 19, P.S. Rajarhat at present New Town.

THE SECOND SCHEDULE ABOVE REFERRED TO
"Said Property"

ALL THAT piece and parcel of land measuring about 4.49 Cottahs (Approx) be the same a little more or less, at Eastern Green being Plot No. CE/1/B/40, in Block No. CE, Land -CE/1, Action Area - 1C, Premises No. 14-0222, Street No. 222, situated in the New Town, Police Station, Rajarhat, at present New Town, Kolkata 700 156, in the district of North 24-Parganas, The Said Property is butted and bounded as follows;

- ON THE NORTH : Plot No. CE/1/B/39**
ON THE SOUTH : Plot No. CE/1/B/41
ON THE WEST : Plot No. CE/1/B/35
ON THE EAST : 12 Meter Wide Road

THE THIRD SCHEDULE ABOVE REFERRED TO
Specifications

- **Structure**
RCC framed structure on Pile Foundation incorporating Earthquake Resistant Design as per relevant IS Code. Aerated Concrete Block for both external and internal walls.
- **Exteriors**
Cement plaster; Cement based painting over water repellent coating.

- **Flooring**
Vitrified/Rectified tiles in Bedrooms, Living/Dining, and lobbies on all floors.
- **Interiors**
Putty punning inside flats; OBD painting over Putty punning in common areas and lobbies
- **Kitchen**
Anti-skid ceramic Tiles on floor; Cuddapah Kitchen counter; Stainless Steel sink, Glazed Ceramic Tiles dado on the walls above Kitchen counter; CP fittings of reputed make.
- **Toilets**
Anti-skid ceramic Tiles on floor; Glazed Ceramic Tiles dado on the walls; Ceramic wash basins; European WC and CP fittings of reputed make.
- **Doors**
Wooden Door Frames; Solid core Flush Shutters for main entrance door with night latch and magic eye; Outside finish: Polished Teak Veneer, Inside: paint finish. Painted Wooden Door Frames; Solid Core Flush shutters for all internal doors with paint finish.
- **Windows**
Anodised Aluminium Frames with fully glazed shutters.
- **Stairs**
Indian Patent Stone Flooring; MS railing.
- **Roof**
Properly waterproofed.
- **Lift Facia**
Vitrified Tiles with Granite /marble in ground floor lobby.
- **Electrical**
Concealed insulated Aluminium wiring with switches of reputed make; AC points in master bedroom; Geyser points in master bathroom; Exhaust Fan points in all Bathrooms and Kitchens; Conducting for Cable TV.
- **Plumbing**
Internal concealed plumbing.
- **Power Back-up**
Emergency power backup for Common Area Lighting and lifts. 500w back up in each flat.

THE FOURTH SCHEDULE ABOVE REFERRED TO
POWER OF ATTORNEY

- i) **Sanction, Revalidation, Modification, Extension and Alteration of Building Plans and Other Statutory Compliances:** To cause sanction, revalidation, modification, extension and alteration of the Building Plans to be prepared and submitted by appointing an qualified person/ architect and structural engineer and then to have the same sanctioned and/or revalidated and/or modified and/or extended and/or altered and/or revised by the concerned NKDA Gram Panchayat and the Other Authorities and to pay fees, costs and charges for such sanction, modification, alteration, revision, extension and re-validation as the case may be and upon completion of work, to obtain drainage connection, water connection, occupancy certificate and other certificates from the concerned NKDA Authority/ Municipality/ Gram Panchayat and Other Authorities.
- ii) **Dealing with Authorities:** To deal with all authorities including but not limited to concerned NKDA Authority/ Municipality/ Gram Panchayat and Other Authorities for sanction, modification, alteration, extension, revision and re-validation of the Building Plans and obtaining drainage connection, water connection, occupancy certificate and other certificates and in this regard to prepare, sign and submit plans, papers, documents, statements, undertakings, declarations, applications, indemnities and other ancillary papers, as be required and cause gift of portion of the Said Property in favour of the concerned NKDA Authority/ Municipality/ Panchayat and Other Authorities for road widening or any other necessities, as be required by the Developer/Attorney.
- iii) **Connection of Utilities:** To apply for and obtain water connection, drainage connection, sewage connection, electricity connection and any other utilities for the Said Property.
- iv) **Regulatory Clearances:** To apply for and obtain all requisite statutory clearances/permissions/approvals under various Acts, including but not limited to clearances under (1)West Bengal Land Reforms Act, 1955and (2)Urban Land (Ceiling & Regulations) Act, 1976 and to appear before all or any authorities for such clearances and to sign and submit all papers, applications and documents in connection with the same.
- v) **Preparatory Work:** To cause survey, test soil, do excavation and other preparatory works for construction of the said Project on the Said Property.

- vii) **Construction:** To construct temporary sheds and go-downs for storage of building materials and running of site office and to construct the said Project and/or any other structure on the Said Property, in accordance with the Development Agreement.
- vii) **Contracts for Construction:** In relation to such construction, to sign, execute and register any kind of contracts for construction with any third party under the terms and conditions as be deemed fit by the Developer/Attorney in accordance with the Development Agreement and without creating any liability or obligation of the Owner.
- viii) **Signing and Execution:** To sign, execute, accept, modify, cancel, alter, draw, submit and present for registration and have registered before the concerned authorities all papers, documents, declarations, affidavits, applications, returns, Deed of Gift in favour of the NKDA Authority/ Municipality/ Panchayet, confirmations and consents for and in connection with the Said Property, sanction, modification, alteration, revision and re-validation of the Building Plans, Boundary Declaration and to have the same registered and obtain all permissions and clearances as may be required for the same.
- ix) **Mortgage:** To obtain construction loan from any Bank or financial institution as contemplated within the Development Agreement and/or any part thereof and can sign and execute all documents in this behalf from time to time and arrange for registration of the same from the appropriate authority.
- x) **Acceptance of Papers:** To accept notices and service of papers from the concerned NKDA Authority/ Municipality/ Gram Panchayet, Fire Brigade, Competent Authority under the Urban Land Ceiling and Regulation Act, 1996, Airport Authority, Police, both Civil Court and Criminal Courts, Land and Land Reforms Department and/or any other statutory authorities and/or other persons.
- xi) **Granting Receipts:** To receive and pay and/or deposit moneys including fees, rent, interest from any person or persons, body or bodies, authority or authorities and receive fund and to receive and grant valid receipts and discharges in respect thereof.
- xii) **Land Revenue:** To make payment of upto date land revenue/municipality/local authority taxes in respect of the Said Property by way of approaching the concerned authorities and

obtaining necessary orders for such payment and to collect receipts thereof.

- xiii) **Outgoings:** To pay all outgoings, including NKDA/ Municipal/ Panchayet Taxes etc. in respect of the Said Property/said Project and to collect receipts therefor.
- xiv) **Mutation:** To take all necessary steps and to sign and submit all papers, applications and documents to record the Owner's name as owner of the Said Property in the office of B.L.&L.R.O, the concerned NKDA Authority/ Municipality/ Panchayet, local authorities and/or any other concerned authorities and to pay fees, costs and charges for that purpose.
- xv) **Land Conversion:** To take all necessary steps and to sign and submit all papers, applications and documents in connection with change of the nature and character of land contained in the Said Property *inter alia* by way of approaching the concerned authorities and obtaining necessary orders for conversion of the Said Property as may be required or deemed fit by the Developer and thereafter paying fees and charges for the same.
- xvi) **Watch and Ward:** To employ and appoint watchmen, guards and other security personnel for the Said Property.
- xvii) **Appointment:** To appoint architects, structural engineers, civil engineers, overseers, contractors, solicitors, advocates, chartered accountants and/or such other agents as may be required for effectually discharging the powers and authorities granted herein.
- xviii) **Negotiation and Transfer:** To negotiate for transfer/ sublet/ assignment and transfer the Units and Parking Spaces in the said Project, (as defined in the Development Agreement including any future supplementation/s and as per the terms therein), to the intending buyers, fall within Developer's Allocation, on terms and conditions as be deemed fit by the Developer and to prepare, sign, execute and deliver agreements, conveyances and other instruments in this regard.
- xix) **Receive Payments:** To receive all payments with regard to the transfer of the Units and Parking Spaces in the said Project falls within the Developer's Allocation to the intending buyers and acknowledge receipt of the payments.

- xx) **Permissions and Clearances:** To apply for and obtain all kind Of permissions and clearances required for entering into such agreements, conveyances, sub-lease, assignment and instruments including but not limited to clearance under the Income Tax Act, 1961, for transfer of the Units in the said Project falls within the Developer's Allocation to the intending buyers.
- xxi) **Registration and Authentication:** To appear before Notary Public, Registrars, Magistrates and all other officers and authorities and to have notarized, registered and authenticated declarations, Gift Deed in favour of Municipality/ Panchayet and/or Other Authorities (if required), Boundary Declaration/s as may be required, and to appear before the Concerned Registrar for registration of Sale Deeds of, assignments, other instruments for transfer of the Units and Parking Spaces in the said Project falls within the Developer's Allocation and in particular to present for registration, admit execution, have registered and obtain original of said declarations, said Gift Deed in favour of the concerned Municipality/ Panchayet and/or Other Authorities, And Sale Deeds for transfer of the Units and Parking Spaces in the said Project falls within the Developer's Allocation.
- xxii) **Registration of Sale Deeds :** To appear before the concerned Registrar for Registration of Sale Deeds assignments, other instruments for transfer of the Units and Parking Spaces in the said Project falls within the Developer's Allocation and in particular to present for registration, admit execution, have registered and obtain original of Said Sale Deed, from concerned Registration Office
- xxiii) **Legal Action:** To take any legal action or to defend any legal proceeding including arbitration proceeding arising out of any matter in respect of the Said Property and to accept any notice and service of papers from any Court, Tribunal, Arbitral Tribunal, Postal and/or other authorities and to receive and pay all moneys, including Court Fees etc.

Ratification

Hereby Made: The Owners/Grantors hereby ratify and confirms and that all lawful actions of the Developer/Attorney is in pursuance of this Power of Attorney.

IN WITNESS WHEREOF the parties hereto herunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED by the **Owners/Grantors** above named at Kolkata in the presence of:

WITNESS:

1. *[Handwritten signature]*

2. *[Handwritten signature: Md Manir uz Jam]*

✓ *[Handwritten signature: Azaka]*

✓ *[Handwritten signature: Aditya Banika]*

✓ *[Handwritten signature: Smatie Gupta]*

✓ *[Handwritten signature: Debashi M]*

SIGNED SEALED AND DELIVERED by the **Developer/ Attorney** above named at Kolkata in the presence of:

NAOOLIN REALCON PRIVATE LIMITED

[Handwritten signature: Debashi M]

Director

Prepared & Drafted By:

[Handwritten signature: Md Manir uz Jam]

✓ NAOOLIN REALCON PVT LTD
[Handwritten signature: Debashi M]
ATTORNEY

MD. MANIR UZ-JAMAN
Licence No. DW-1-33.
Present Residence:
Sriprasad Apartment Complex
Sector-5, Salt Lake Area-II,
Kolkata-700061, West Bengal, India-700061












Witness:

SIGNATURE OF THE
PRESENTANT /
EXECUTANT / SELLER /
BUYER / CEMENT
WITH PHOTO

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

N.B. .












LH BOX - SMALL TO THUMB PRINTS
RH. BOX - THUMB TO SMALL PRINTS

	LH					
	RH.					
<p>Signature: <i>Debaraj M.</i></p>						

ATTESTED :- *Debaraj M.*

	LH					
	RH.					

ATTESTED :- *Banka*

	LH					
	RH.					

ATTESTED :- *Abhaya Banka*


SIGNATURE OF THE
PRESENTANT /
EXECUTANT / SALLER /
BUYER/CAJMENT
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

	LH					
	RH.					

ATTESTED :- *Smatic Gupta*

	LH					
	RH.					

ATTESTED :- *[Signature]*

PHOTO	LH					
	RH.					

ATTESTED :-


 ভারত সরকার
 Government of India



নাম: **জয় কুমার মুখার্জী**
 Name: **JOY KUMAR MUKHERJEE**
 জন্ম তারিখ: ০৫.০৫.১৯৬১
 পেশা: **Man**



3786 3827 6787

আধার - সাধারণ মানুষের অধিকার


 আধার
 Unique ID: 378638276787

<p> ঠিকানা: S/O নিজর কুমার মোহাংগি, ফ্লট নং: ১, ১ম তলা, প্রথম ফ্লাইং ক্লাব অবস্থান: ৫১ উদয়ান প্যাংক, মোহান শাহা, উদয়ন ক্লাব, ২১ বোম্বে বোয়াল, বেঙ্গাল, ভারত ৬৪ অরুণী, পশ্চিম বঙ্গ, ৭০০১৫৪ </p>	<p> Address: S/O. Joy Kumar Mohangy, Flat No 1 G, 1st Floor, Shree Akasor, 51 Udayan Park, Mohan Shahi, Udayan Park Club, Sikkim, Bonga Road, Bonga, South 24 Parganas, West Bengal, 700154 </p>
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3786 3827 6787


MCA 21


1800-120-9947


www.aadhaar.gov.in

H. H. H.



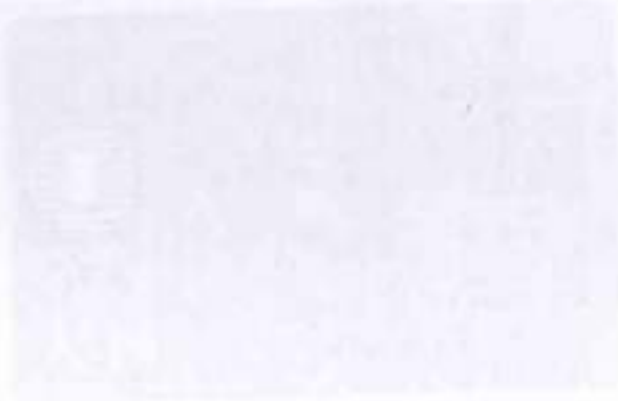
आयकर विभाग
 INCOME TAX DEPARTMENT
 भारत सरकार
 GOVT. OF INDIA
 Permanent Account Number Card
 AOPFR3650H
 DEBASIS ROY
 SUNIL KUMAR ROY
 10011979





Debit for

In case this card is lost / found, kindly inform / notify to
 Income Tax PAN Services Unit, UYITGL,
 Plot No. 2, Sector 31, CGO Complex,
 New Mangalochauri - 401 016.
 For more info, visit our website at
 www.incometax.gov.in
 Date: 11/08/2019, 10:11:30 AM



স্বাস্থ্য সুরক্ষা



নাম: Debashis Roy
 মোবাইল: 008 10010979
 লিঙ্গ: MALE



7048 1996 4292

স্বাস্থ্য সুরক্ষা, স্বাস্থ্য পরিচয়

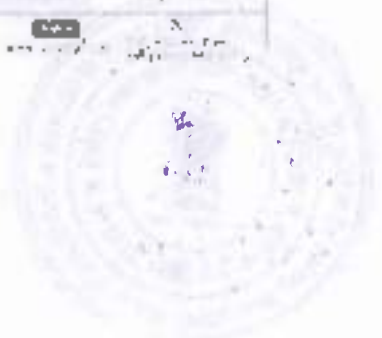
Debashis Roy

স্বাস্থ্য সুরক্ষা সনাক্তকরণ কার্ড

স্বাস্থ্য সুরক্ষা সনাক্তকরণ কার্ড

<p>নাম: ড. ডেবশিস রায় ড. ডেবশিস রায় ফোন: 7048 1996 4292</p>	<p>Address: 301, Sankarajoy Roy Chakrabarti Road, Manikganj, South 24 Parganas, West Bengal - 743502</p>
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QR Code



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आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

NACOLIN REALCON PRIVATE
LIMITED



1-0872015
Permanent Account Number

AAFCN0116N

Chart IV

यदि इस कार्ड को खोने/पाने पर नुसरा मिलता है/पैरा,
कृपया इसे जमा कराई, या इसकी प्रत
इसके अधिकारी, नसी स्टेशन,
प्लॉट नं. 341, सर्वे नं. 9978,
मिडल कालोनी, नैर दीप बंगलौर, कावे,
पिन - 411 016.

*If this card is lost / someone's lost card is found,
please inform / return to:*

Income Tax PAN Services Unit, NSDL,
5th Floor, Main Building,
Plot No. 341, Survey No. 9978,
Middle Colony, Near Deep Bangalore Chowk,
Pune - 411 016.

Tel: 91-22-2711 8000, Fax: 91-20-2711 8088
e-mail: gstn@eg.tdri.com





Smatit Gupta

Smatit Gupta



Smatit Gupta

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

ABHISHEK BANK &
SANJAY KUMAR DANKA
CG/01/1585

Electronic Access Number
AISPET014J

[Signature]
Signature



Abhishek Bank

Abhishek

For more details visit our website: www.abhishekbank.com
Income Tax PAN Services Unit (IITSI)
Plot No. 3, Sector 1, I.I.T. Kharagpur
New Alandi - 741 014

For all other queries please contact our helpline: 1800-121-1111
Toll free: 1800-121-1111
Fax: 033-2666-1111
E-mail: it@abhishekbank.com



भारत सरकार

GOVERNMENT OF INDIA



Abhishek Banka

Date of Birth/DOB: 05/01/1985

Male/ MALE



6562 0616 7783

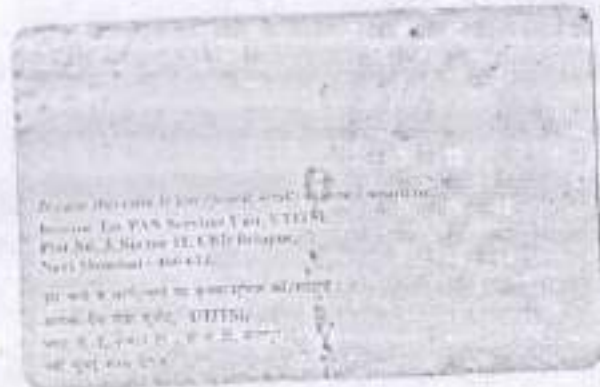
MERA AADHAAR, MERI PEHCHAN

Abhishek



Aditya Banka

Aditya Banka



Aditya Banka



Aditya Banka



Sanjay Banka



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA


Address :

S/O Sanjay Kumar Banka, CB-74, SALT
LAKE CITY, SECTOR-1,
Bidhannagar(M), North 24 Parganas,
West Bengal - 700064

Generation Date: 24/10/2017



 help@uidai.gov.in

 www.uidai.gov.in

P.O. Box No.1947,
Bengaluru-560 001



Swati Gupta



Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 192020210119002071

Payment Mode Online Payment

GRN Date: 16/10/2020 13:21:26

Bank: State Bank of India

BRN: IK0ATJBBU1

BRN Date: 16/10/2020 13:22:11

DEPOSITOR'S DETAILS

Id No. 3001239165/3/2020

(Crossed Carry Over)

Name: DEBASHIS ROY

Contact No.: Mobile No.: +91 9874019307

E-mail:

Address: SEC V BIDHANNAGAR PIN 700091

Applicant Name: Shri DEBASHIS ROY

Office Name

Office Address:

Status of Depositor: Buyer/Claimants

Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement
Payment No 3

PAYMENT DETAILS

Sl No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
	3001239165/3/2020	Property Registration - Stamp duty	003/2/10/10/10	39908
	3001239165/3/2020	Property Registration - Registration Fees	003/2/10/10/10	00

Total

39908

In Words: Rupees Thirty Nine Thousand Nine Hundred Ninety Eight only

Major Information of the Deed

Deed No :	I-1523-07443/2020	Date of Registration	04/11/2020
Query No / Year	1523-3001239165/2020	Office where deed is registered	
Query Date	30/09/2020 2:11:20 PM	1523-3001239165/2020	
Applicant Name, Address & Other Details	DEBASHIS ROY MERLIN MATRIX, UNIT NO 203, CN-10, SECTOR-V, 2ND FLOOR, Thana - East Bidhannagar, District : North 24-Parganas, WEST BENGAL, P N - 700091 Mobile No. : 9874019307, Status :Buyer/Claimant.		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs 0/-] [4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 2,28,98,999/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,070/- (Article:48(g))	Rs. 28/- (Article:E, E. E)		
Remarks	Received Rs. 50/- (FIFTY only) from the appl cant for issuing the assessment slip (Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Rajarhal, Mouza: Hidco (Block - C E), Pin Code : 700156

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-40		Bastu	Shali	4.49 Katha	1/-	2,28,98,999/-	Width of Approach Road: 40 Ft. ; Adjacent to Metal Road.
Grand Total :					7.4085Dec	1/-	228,98,999/-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	ABHISHEK BANKA Son of SANJAY KUMAR BANKA , CB - 74, SALT LAKE CITY, SEC - I, P.O - CC BLOCK, P.S.- North Bidhannagar, Kolkata. District:-North 24-Parganas, West Bengal, India, PIN - 700064 Sex :Male. By Caste: Hindu, Occupation: Bus ness. Citizen of: India. PAN No.: AXxxxxx4J, Aadhaar No: 65xxxxxxxx7783, Status :Individual, Executed by: Self, Date of Execution :16/10/2020 , Admitted by: Self, Date of Admission :16/10/2020 ,Place : Pvt Residence Executed by: Self, Date of Execution: 16/10/2020 , Admitted by: Self, Date of Admission :16/10/2020 ,Place : Pvt Residence
2	ADITYA BANKA Son of SANJAY KUMAR BANKA , CB - 74, SALT LAKE CITY, SEC - I, P.O:- CC BLOCK P.S:- North Bidhannagar, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700064 Sex :Male. By Caste: Hindu, Occupation :Business. Citizen of India, PAN No : AXxxxxx8M, Aadhaar No :38xxxxxxxx9567, Status :Individual, Executed by: Self, Date of Execution :16/10/2020 , Admitted by: Self, Date of Admission :16/10/2020 ,Place : Pvt. Residence. Executed by: Self, Date of Execution. 16/10/2020 , Admitted by: Self, Date of Admission: 16/10/2020 ,Place : Pvt. Residence

3	SWATIE GUPTA Wife of SANDEEP KUMAR GUPTA , CB - 74, SALT LAKE CITY, SEC - I, P.O. CC BLOCK, P.S - North Bidhannagar Kolkata, District -North 24-Parganas, West Bengal, India, PIN - 700064 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: Abxxxxx2Q, Aadhaar No: 89xxxxxxxx5520, Status :Individual, Executed by: Self, Date of Execution: 16/10/2020 , Admitted by: Self, Date of Admission: 16/10/2020 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: :16/10/2020 , Admitted by: Self, Date of Admission: 16/10/2020 ,Place : Pvt. Residence
4	DEBASHIS ROY (Presentant) Son of Late SUNIL KUMAR ROY , VILL - PANAPUKUR, P.O.- BHANGAR, P.S:- Kashipur, District:South 24-Parganas, West Bengal, India, PIN - 743502 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No. : AOxxxxxx9H, Aadhaar No: 79xxxxxxxx4292, Status :Individual, Executed by: Self, Date of Execution: 16/10/2020 , Admitted by: Self, Date of Admission: 16/10/2020 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 16/10/2020 , Admitted by: Self, Date of Admission: 16/10/2020 ,Place : Pvt. Residence


Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	NAOOLIN REALCON PRIVATE LIMITED MERLIN MATRIX, UNIT NO 203, DN-10, SECTOR-V, 2ND F, P.O.- SECH BHAVAN, P.S:- East Bidhannagar, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700091 . PAN No... AAxxxxxx6N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	DEBASHIS ROY Son of Late SUNIL KUMAR ROY VILLAGE - PANAPUKUR, P.O BHANGAR P.S.- Kashipur, District - South 24-Parganas, West Bengal, India, PIN - 743502. Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, . PAN No.: AOxxxxxx9H, Aadhaar No: 79xxxxxxxx4292 Status : Representative, Representative of : NAOOLIN REALCON PRIVATE LIMITED (as DIRECTOR)

Identifier Details :

Name	Photo	Finger Print	Signature
H MOHANTY Son of M MOHANTY DN - 10, SEC - V, 2ND FLOOR, P.O. SECH BHAVAN, P.S - East Bidhannagar, Kolkata, District -North 24-Parganas, West Bengal, India, PIN - 700091			
Identifier Of ABHISHEK BANKA, AUITYA BANKA, SWATIE GUPTA, DEBASHIS ROY, DEBASHIS ROY			

Transfer of property for L1

Sl.No	From	To, with area (Name-Area)
1	ABHISHEK BANKA	NAOOLIN REALCON PRIVATE LIMITED-1.85213 Dec
2	AUITYA BANKA	NAOOLIN REALCON PRIVATE LIMITED-1.85213 Dec
3	SWATIE GUPTA	NAOOLIN REALCON PRIVATE LIMITED-1.85213 Dec
4	DEBASHIS ROY	NAOOLIN REALCON PRIVATE LIMITED-1.85213 Dec



On 30-09-2020

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2 28 88.993/-

Sanjoy Basak
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
North 24-Parganas, West Bengal

On 16-10-2020

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 19:10 hrs on 16-10-2020, at the Private residence by DEBASHIS ROY, one of the Executors.

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 16/10/2020 by 1 ABHISHEK BANKA, Son of SANJAY KUMAR BANKA, , CB - 74, SALT LAKE CITY, SEC - I, P.O: CC BLOCK, Thana North Bidhannagar, , City/Town: KOLKATA, North 24-Parganas WEST BENGAL, India, PIN - 700064, by caste Hindu, by Profession Business, 2 ADITYA BANKA, Son of SANJAY KUMAR BANKA, , CB - 74, SALT LAKE CITY, SEC - I, P O: CC BLOCK, Thana: North Bidhannagar, , City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700064, by caste Hindu, by Profession Business, 3 SWATIE GUPTA, Wife of SANDEEP KUMAR GUPTA , CB - 74, SALT LAKE CITY, SEC - I, P.O: CC BLOCK, Thana North Bidhannagar, , City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700064, by caste Hindu by Profession Business, 4. DEBASHIS ROY, Son of Late SUNIL KUMAR ROY, , Vill - PANAPUKUR, P.O. BHANGAR Thana Kashipur, , South 24-Parganas, WEST BENGAL, India, PIN - 743502 by caste Hindu, by Profession Business Identified by H MOHANTY, , , Son of M MOHANTY, DN - 10, SEC - V, 2ND FLOOR, P.O. SECH BHAVAN, Thana: East Bidhannagar, , City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700091 by caste Hindu, by profession Business

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 16-10-2020 by DEBASHIS ROY, DIRECTOR, MAOLIN REALCON PRIVATE LIMITED, MERLIN MATRIX, UNIT NO 203, DN-10, SECTOR-V, 2ND F, P O- SECH BHAVAN, P.S:- East Bidhannagar, Kolkata, District:-North 24 Parganas, West Bengal, India, PIN - 700091

Identified by H MOHANTY, , , Son of M MOHANTY DN - 10, SEC - V, 2ND FLOOR, P.O. SECH BHAVAN, Thana: East Bidhannagar, , City/Town: KOLKATA, North 24-Parganas, WEST BENGAL India, PIN - 700091, by caste Hindu, by profession Business

Sanjoy Basak
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
North 24-Parganas, West Bengal

On 04-11-2020

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible Under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number . 48 (g) of Indian Stamp Act 1890.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 28/- (₹ - Rs 28/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 28/-

Description of Online Payment using Government Receipt Portal System (GRIPS); Finance Department, Govt. of WB Online on 16/10/2020 1:22PM with Govt. Ref No 192020210119002071 on 16-10-2020, Amount Rs: 28/-, Bank: State Bank of India (SBIN0000001), Ref No. IK0ATJBBU1 on 16-10-2020, Head of Account 0030-03-104-001-16

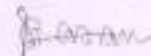
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs 40,070/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 39,970/-

Description of Stamp

1 Stamp: Type: Impressed Serial no 427, Amount: Rs.100/-, Date of Purchase: 01/11/2020, Vendor name: Manika Mondal

Description of Online Payment using Government Receipt Portal System (GRIPS); Finance Department, Govt. of WB Online on 16/10/2020 1:22PM with Govt. Ref No 192020210119002071 on 16-10-2020, Amount Rs: 39,970/-, Bank: State Bank of India (SBIN0000001), Ref No. IK0ATJBBU1 on 16-10-2020, Head of Account 0030-02-103-003-02



Sanjoy Basak

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. RAJARHAT

North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2020, Page from 301110 to 301170

being No 152307443 for the year 2020.



Digitally signed by SANJOY BASAK
Date: 2020.11.10 11:19:26 +05:30
Reason: Digital Signing of Deed

Sanjoy Basak

(Sanjoy Basak) 2020/11/10 11:19:26 AM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.

(This document is digitally signed.)