

5485/2023

I-4685/23



पश्चिम बंगाल WEST BENGAL

70AB 902638

Certified that the Document is admitted to  
 Registration in the Register and the  
 engrossed copy is attached to this document  
 and the part is kept in the office.

21712342/23

*[Handwritten Signature]*



Additional Registrar  
 of Assurances II Kolkata

**REGISTERED DEVELOPMENT AGREEMENT along  
 with REGISTERED DEVELOPMENT POWER OF  
 ATTORNEY**

THIS INDENTURE AND POWER OF ATTORNEY made on this 10<sup>th</sup>  
 day of April, Two Thousand Twenty Three (2023).

BETWEEN

10 APR 2023

11-22  
 10/04/23

*[Vertical Stamp: Additional Registrar of Assurances Kolkata]*

*[Handwritten Signature: Babita Devi Ghosh]*

263816

**SWAPNADIP DAS**  
Advocate  
No. ME.6, Old Post Office Street,  
ADD..... Temple Chambers  
Rs..... Ground Floor, Room No. 56  
Kolkata-700001  
26 AUG 2022 30168651  
**S. CHATTERJEE**  
Licensed Stamp Vendor  
C. C. Court  
2 & K. S. Roy Road, Kolkata

26 AUG 2022

26 AUG 2022



1

REGISTRAR  
OF ASSURANCES  
10 APR 2023



Govt. of West Bengal  
Directorate of Registration & Stamp  
Revenue  
GRIPS eChallan



192023240003984978

GRN Details

GRN:	192023240003984978	Payment Mode:	SBI Epay
GRN Date:	04/04/2023 14:18:11	Bank/Gateway:	SBIePay Payment Gateway
BRN :	7725043614022	BRN Date:	04/04/2023 14:18:44
Gateway Ref ID:	4594023008	Method:	Indian Bank NB
GRIPS Payment ID:	040420232000398495	Payment Init. Date:	04/04/2023 14:18:11
Payment Status:	Successful	Payment Ref. No:	2000712342/1/2023

[Query No\*/Query Year]

Depositor Details

Depositor's Name:	Mr RINKU SHAW
Address:	BAGIATI
Mobile:	9331827328
Period From (dd/mm/yyyy):	04/04/2023
Period To (dd/mm/yyyy):	04/04/2023
Payment Ref ID:	2000712342/1/2023
Dept Ref ID/DRN:	2000712342/1/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000712342/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	20061
2	2000712342/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	20028
<b>Total</b>				<b>40089</b>

IN WORDS: FORTY THOUSAND EIGHTY NINE ONLY.

PAID

**BHABATARAN GHOSH, (PAN no. ADYPG3814B) & (AADHAAR no. 299475767138) & (Mobile no. 9851243807),** son of Tarak Chandra, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at 1/51, Dr. M.N. Saha Road, Chhatakal, South Dum Dum (M) P.O. Motizheel, P.S. Nager Bazar, District North 24 Parganas, Pin - 700074, West Bengal, hereinafter called the **"OWNER"** (which expression shall unless excluded by or repugnant to the subject or context here of be deemed to mean and include his heirs, executors, administrators, representatives, assigns, nominee or nominees and also Successors and Legal heirs) of the **FIRST PART.**

**AND**

**VENI REALTORS LLP, (PAN no. AARFV6307N) & (LLP ID no. AAO-5235),** a limited Liability Partnership, incorporated under Section - (58) of the Limited Liability Partnership Act (LLP Act), 2008, having its registered office at Lokenath Tower, Flat no. 17, 5th Floor, at premises no. 73, Nishi Kanan, Teghoria, P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District - 24 Parganas (North) and being duly represented by its partners namely (1). **SRI. BINAY KUMAR SINGH, (PAN no. BFVPS9269A) & (AADHAAR no. 713153086357) & (Mobile no. 9339898663),** son of Late Manager Prasad Singh, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at Lokenath Tower, Flat no. 17, 5<sup>th</sup> Floor, premises no. 73, Nishi Kanan Teghoria, P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District - 24 Parganas (North) and (2). **SRI. RINKU SHAW, (PAN no. BFOPS3130R) & (AADHAAR no. 312585708671) & (Mobile no. 7003104118),** son of Sri Jimdari Shaw, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at premises no. E I / 1, Jyangra South Math, Near Maha Maya Club, P.O. Hatiara, P.S. Baguiati, Kolkata - 700059, District - 24 Parganas (North), hereinafter called and referred to as the **"PROMOTER"** (which expression shall, wherever the context permits, include its successors in interests and assigns including those of the respective partners) of the **SECOND PART.**

**OWNERSHIP OF BHABATARAN GHOSH IN RESPECT OF L.R. DAG NOS. 414 AND 415**

**Deed of Conveyance being Deed No. 08410 for the year 2011**

**AND WHEREAS BHABATARAN GHOSH** is the absolute owner of **All that** piece and parcel of **Sali land** measuring about **7.07 Decimal** more or less lying and situated at **Mouza - Chakpanchuria, J.L. No. 33, R. S. No. 205 1/2, Touzi No. 145,** comprised in **R. S. & L. R. Dag Nos. 414 & 415 measuring 2.81 Decimal & 4.26 Decimal i.e. total 7.07 Decimal more or less** which is comprised in R.S. / L.R. Khatian No. 2425, 2430, 2426, 2431, **present L.R. Khatian no. 2765** in the name of **BHABATARAN GHOSH,** lying and situate at **Mouza - Chakpanchuria,** within the local limit of **Patharghata Gram Panchayat, Police Station - Techno city (previously Rajarhat),** under A.D.S.R. Rajarhat, District North 24 Parganas, **Pin Code - 700156,** West Bengal, which is more fully and particularly described in the **Schedule 'A-1'** written below and the **Owner** herein purchased this property by virtue of a **Deed of Conveyance being Deed No. 08410 for the year 2011 dated 04.07.2011,** registered at the office of A.R.A. II, recorded in Book no I, CD Volume no. 31, page from 4961 to 4977, from **Lakshmi Bala Sardar, Genibala Sardar, Rani Bala Sardar and Sandhya Sardar.**

**Deed of Conveyance being Deed No. 03356 for the year 2014**

**AND WHEREAS BHABATARAN GHOSH** is the absolute owner of **All that** piece and parcel of **Sali land** measuring about **2.24 decimal** more or less out of 12 decimals in **R.S. & L.R. Dag no. 415** and land measuring **.76 decimal** more or less out of ~~12~~ decimal out of 09 decimals in **R.S. & L.R. Dag no. 414, total area of land 3 decimal** more or less which is which is comprised in L.R. Khatian no. 526 (in the name of Gopal Sardar), **present L.R. Khatian no. 2765** in the name of **BHABATARAN GHOSH,** lying and situate at **Mouza - Chakpanchuria,** within the local limit of **Patharghata Gram Panchayat, Police Station - Techno city (previously Rajarhat),** under A.D.S.R. Rajarhat, District North 24 Parganas, **Pin Code - 700156,** West Bengal, which is more fully and particularly described in the **Schedule 'A-2'** written below and the **Owner** herein purchased this property by virtue of a **Deed of Conveyance being Deed No. 03356 for the year 2014 dated 14.03.2014,** registered at the office of A.D.S.R. Rajarhat, recorded in Book no I, CD Volume no. 5, page from 11642 to 11662, from

Bhabataran Ghosh

Bhabataran Ghosh

1



ADDITIONAL REGISTRAR  
OF ASSURANCE-II, KOLKATA  
10 APR 2023

Rampada Sardar, Malati Sardar, Sonai Sardar, Rabin Sardar, Shyam Sardar, Sundar Sardar, Kalomoti Sardar, Shyamali Sardar and Jhari @ Mamani Sardar.

**Deed of Conveyance being Deed No. 09404 for the year 2016**

**AND WHEREAS BHABATARAN GHOSH** is the absolute owner of **All that** piece and parcel of **Sali land** measuring about **0.47 decimal** out of 09 decimals in **R.S. & L.R. Dag no. 414** and land measuring **0.75 decimal** out of 12 decimal in **R.S. & L.R. Dag no. 415**, total area of land **1.22 decimal** more or less which is which is comprised in L.R. Khatian no. 526, 1231, 1496, 3028 and 2425, present **L.R. Khatian no. 2765** in the name of **BHABATARAN GHOSH**, lying and situate at **Mouza - Chakpanchuria**, within the local limit of **Patharghata Gram Panchayat, Police Station - Techno city (previously Rajarhat)**, under A.D.S.R. Rajarhat, District North 24 Parganas, **Pin Code - 700156**, West Bengal, which is more fully and particularly described in the **Schedule 'A-3'** written below and the **Owner** herein purchased this property by virtue of a **Deed of Conveyance being Deed No. 09404 for the year 2016 dated 31.08.2016**, registered at the office of A.D.S.R. Rajarhat, recorded in Book no I, Volume no. 1523-2016, page from 286913 to 286948, from **Sri Khokan Mondal, Sri Dilip Mondal, Sri Chotan Mondal, Smt. Lakshmi Mondal, Smt. Sandhya Mondal, Smt. Maya Mondal**.

**Deed of Conveyance being Deed No. 10415 for the year 2016**

**AND WHEREAS BHABATARAN GHOSH** is the absolute owner of **All that** piece and parcel of **Sali land** measuring about **R.S. & L.R. Dag no. 414** measuring **0.71 Satak** out of 9 Satak, **R.S. & L.R. Dag no. 415** measuring **1.11 Satak** out of 12 Satak, **Total land in two Dag nos. 1.82 Satak** which is which is comprised in L.R. Khatian no. 2427, 2428, 2429, present **L.R. Khatian no. 2765** in the name of **BHABATARAN GHOSH**, lying and situate at **Mouza - Chakpanchuria**, within the local limit of **Patharghata Gram Panchayat, Police Station - Techno city (previously Rajarhat)**, under A.D.S.R. Rajarhat, District North 24 Parganas, **Pin Code - 700156**, West Bengal, which is more fully and particularly described in the **Schedule 'A-4'** written below and the **Owner** herein purchased this property by virtue of a **Deed of Conveyance being Deed No. 10415 for the year 2016 dated 25.07.2016**, registered at the office of A.D.S.R. Rajarhat, recorded in Book no I, Volume no. 1523-2016, page from 311062 to 311081, from **Gita Biswas**.

**Deed of Conveyance being Deed No. 04639 for the year 2022**

**AND WHEREAS BHABATARAN GHOSH** is the absolute owner of **All that** piece and parcel of **Sali land** measuring about **0.04 decimal** more or less out of ~~0.87~~ decimals out of **0.70 decimal** comprised and contained in **R.S. & L.R. Dag no. 414** and land measuring **0.7 decimal** more or less out of 0.14 decimals out of 1.12 decimals comprised and contained in **R.S. & L.R. Dag no. 415** total area of land **0.11 decimal** more or less which is which is comprised in L.R. Khatian no. 526, present **L.R. Khatian no. 2765** in the name of **BHABATARAN GHOSH**, lying and situate at **Mouza - Chakpanchuria**, within the local limit of **Patharghata Gram Panchayat, Police Station - Techno city (previously Rajarhat)**, under A.D.S.R. Rajarhat, District North 24 Parganas, **Pin Code - 700156**, West Bengal, which is more fully and particularly described in the **Schedule 'A-5'** written below and the **Owner** herein purchased this property by virtue of a **Deed of Conveyance being Deed No. 04639 for the year 2022 dated 25.02.2022**, registered at the office of A.D.S.R. Rajarhat, recorded in Book no I, Volume no. 1523-2022, page from 200266 to 200287, from **Mousumi Sardar (Legal heir of Late Kanai Sardar)**.

**Deed of Conveyance being Deed No. 12563 for the year 2022**

**AND WHEREAS BHABATARAN GHOSH** is the absolute owner of **All that** piece and parcel of **Sali land** measuring about **0.01 decimal** more or less in **R.S. & L.R. Dag no. 414** and **0.06 decimal** more or less in **R.S. & L.R. Dag no. 415** totaling to **0.07 decimal** under L.R. Khatian No. 2426, present **L.R. Khatian no. 4346** (in the name of **BHABATARAN GHOSH**), lying and situate at **Mouza - Chakpanchuria**, within the local limit of **Patharghata Gram Panchayat, Police Station - Techno city (previously Rajarhat)**, under A.D.S.R. Rajarhat, District North 24 Parganas, **Pin Code - 700156**, West Bengal, which is more fully and particularly described in the **Schedule 'A-6'** written below and the **Owner** herein purchased this property by virtue of a **Deed of Conveyance being Deed No. 12563 for the year 2022 dated 03.08.2022**, registered

Bhabataran Ghosh

Mousumi Sardar

at the office of A.D.S.R. Rajarhat, recorded in Book no I, Volume no. 1523-2022, page from 506890 to 506911, from Rani Bala Sardar.

**OWNERSHIP OF BHABATARAN GHOSH IN RESPECT OF L.R. DAG NO. 416**

**Deed of Conveyance being Deed No. 15222 for the year 2011**

**AND WHEREAS BHABATARAN GHOSH** is the absolute owner of **All that** piece and parcel of **Sali land** measuring about **4 Decimal** more or less lying and situated at **Mouza - Chakpanchuria**, J.L. No. 33, R.S. No. 205 1/2, Touzi No. 145, comprised in **R. S. & L. R. Dag No. 416** which is comprised in R.S. Khatian No. 597, L.R. Khatian No. 1886 & 1953, 2431, **present L.R. Khatian no. 2765** in the name of **BHABATARAN GHOSH**, lying and situate at **Mouza - Chakpanchuria**, within the local limit of **Patharghata Gram Panchayat, Police Station - Techno city (previously Rajarhat)**, under A.D.S.R. Rajarhat, District North 24 Parganas, **Pin Code - 700156**, West Bengal, which is more fully and particularly described in the **Schedule 'A-7'** written below and the **Owner** herein purchased this property by virtue of a **Deed of Conveyance being Deed No. 15222 for the year 2011 dated 09.12.2011**, registered at the office of A.R.A. II, recorded in Book no. I, CD Volume no. 60, page from 5304 to 5320, from **Harendra Nath Sardar (in respect of its 2 decimal land) and Smt. Rekhabela Sardar, Sri Debdas Sardar, Sri Madhusudan Sardar, Smt. Pachi Baidya (Sardar) & Smt. Monorama Mondal (in respect of its 2 decimal land.**

**Deed of Conveyance being Deed No. 13079 for the year 2022**

**AND WHEREAS BHABATARAN GHOSH** is the absolute owner of **All that** piece and parcel of **Sali land** measuring about **0.29 Decimal** more or less lying and situated at **Mouza - Chakpanchuria**, J.L. No. 33, R.S. No. 205 1/2, Touzi No. 145, HAL Touzi no. 10, comprised in **R. S. & L. R. Dag No. 416** which is comprised in R.S. Khatian No. 597, L.R. Khatian No. 1886, **present L.R. Khatian no. 4346** in the name of **BHABATARAN GHOSH**, lying and situate at **Mouza - Chakpanchuria**, P.S. Rajarhat, **presently New Town**, J.L. No.33, Re.Sa. No. 205 1/2, Touzi No. 145, Pargana-Kalikata, within the local limit of **Patharghata Gram Panchayat, Police Station - Techno city (previously Rajarhat)**, under A.D.S.R. Rajarhat, District North 24 Parganas, **Pin Code - 700156**, West Bengal, which is more fully and particularly described in the **Schedule 'A-8'** written below and the party of the **Owner** herein purchased this property by virtue of a **Deed of Conveyance being Deed No. 13079 for the year 2022 dated 12.08.2022**, registered at the office of A.D.S.R. Rajarhat, recorded in Book no. I, Volume no. 1523-2022, page from 524950 to 524967, from **Haren Sardar @ Harendranath Sardar.**

**1.1. Record of Rights:** Bhabataran Ghosh recorded his name before the Block Land and Land Reforms Office in respect of 4.29 decimal land more or less under **L.R. Khatian nos. 2765 and 4346 (L.R. Dag Nos. 414 , 415 and 416)** and has been paying taxes from time to time.

**1.2 Ownership :** **BHABATARAN GHOSH** : The **Owner** herein is thus well seized and possessed or of otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring an area of **4.8 decimal** more or less **R.S. & L.R. Dag no. 414** under **L.R. Khatian nos. 2765 and 4346** and land measuring **8.49 decimal** more or less **R.S. & L.R. Dag no. 415** under **L.R. Khatian nos. 2765 and 4346** and land measuring **4.29 decimal** more or less **R.S. & L.R. Dag no. 416** under **L.R. Khatian nos. 2765 and 4346 totaling 17.58 decimal** more or less but as per record of the B.L. & L.R.O. the measurement of the land is **16.10 decimal** more or less of **Mouza - Chakpanchuria**, within the local limits of **Patharghata Gram Panchayet, under Police Station - Rajarhat at present Techno City, District North 24 Parganas Pin - 700156**, morefully described in **Schedule A-9.**

**1.3. Project property:** **ALL THAT** piece and parcel of land measuring an area of **4.8 decimal** more or less **R.S. & L.R. Dag no. 414** under **L.R. Khatian nos. 2765 and 4346** and land measuring **8.49 decimal** more or less **R.S. & L.R. Dag no. 415** under **L.R. Khatian nos. 2765 and 4346** and land measuring **4.29 decimal** more or less **R.S. & L.R. Dag no. 416** under **L.R. Khatian nos. 2765 and 4346 totaling 17.58 decimal** more or less but as per record of the B.L. & L.R.O. the measurement of the land is **16.10 decimal** more or less of **Mouza - Chakpanchuria**, within the local limits of **Patharghata Gram Panchayet, under Police Station - Rajarhat at present Techno City, District North 24 Parganas Pin - 700156**, morefully described in **Schedule A-9.**

Bhabataran Ghosh

Bhabataran Ghosh

**1.4. Development Agreement by & between the parties herein :** The **Owner** herein expressed its desire to develop the said project land herein, by constructing a **Multistoried Building** consisting of flats, garages and shops etc. on the said land and hence the **Owner** has approached the **Promoter** herein to develop the said project land as per his expertise as morefully described in the **Schedule A-9** written hereunder at the cost and/or expense of the said **Promoter**, and, accordingly the said **Owner** has agreed to execute one **Registered DEVELOPMENT AGREEMENT** with **Registered Power of Attorney** in favour of the **Promoter**, the second part herein and to avoid future contradiction and confrontation, the **Owner** has agreed to execute this instant Development Agreement in favour of the **Promoter** as has been mutually agreed upon, as the **Owner** herein has agreed to develop the aforesaid project land on the following terms and conditions.

**1.5. Registered Power of Attorney:** For the smooth running of the said project, the **Owner** has agreed to execute a **Registered Power of Attorney** by which the **Owner** herein will appoint and nominate the **Promoter** herein as his attorney.

**2. NOW THIS AGREEMENT FOR DEVELOPMENT WITNESSETH** as follows :-

**ARTICLE - I - DEFINITION**

**2.1. LAWS/REGULATIONS** - For the purpose of this JOINT DEVELOPMENT AGREEMENT, unless the context otherwise requires: -

- i. **Act**" means the Real Estate (Regulations and Development) Act, 2016 (Act 16 of 2016, dated 26.03.2016) as amended by the Real Estate (Regulations and Development) Removal of Difficulties Order, 2016 dated 28.10.2016.
- ii. **"adjudicating officer"** means the adjudicating officer appointed under sub-section (1) of section 71;
- iii. **"advertisement"** means any document described or issued as advertisement through any medium and includes any notice, circular or other documents or publicity in any form, informing persons about a real estate project, or offering for sale of a plot, building or apartment or inviting persons to purchase in any manner such plot, building or apartment or to make advances or deposits for such purposes;
- iv. **"agreement for sale"** means an agreement entered into between the promoter and the allottee;
- v. **"allottee"** in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;
- vi. **"apartment"** whether called block, chamber, dwelling unit, flat, office, showroom, shop, godown, premises, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop, showroom or godown or for carrying on any business, occupation, profession or trade, or for any other type of use ancillary to the purpose specified;
- vii. **"Appellate Tribunal"** means the Real Estate Appellate Tribunal established under section 43; 1. 1st May, 2016, vide notification No. S.O. 1544(E), (Except ss. 3 to 19, 40, 59 to 70, 79 & 80) dated 26th April, 2016, see Gazette of India, Extraordinary, Part II, sec. 3(ii). 5
- viii. **"appropriate Government"** means in respect of matters relating to,— (i) the Union territory without Legislature, the Central Government; (ii) the Union territory of Puducherry, the Union territory Government; (iii) the Union territory of Delhi, the Central Ministry of Urban Development; (iv) the State, the State Government;
- ix. **"architect"** means a person registered as an architect under the provisions of the Architects Act, 1972 (20 of 1972);
- x. **"Authority"** means the Real Estate Regulatory Authority established under sub-section (1) of section 20;
- xi. **"building"** includes any structure or erection or part of a structure or erection

Bhabatara Ghosh



- which is intended to be used for residential, commercial or for the purpose of any business, occupation, profession or trade, or for any other related purposes;
- xii. **"carpet area"** means 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. Explanation.— For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee;
- xiii. **"Chairperson"** means the Chairperson of the Real Estate Regulatory Authority appointed under section 21;
- xiv. **"commencement certificate"** means the commencement certificate or the building permit or the construction permit, by whatever name called issued by the competent authority to allow or permit the promoter to begin development works on an immovable property, as per the sanctioned plan;
- xv. **"common areas"** mean— (i) the entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase; (ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings; (iii) the common basements, terraces, parks, play areas, open parking areas and common storage spaces; (iv) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel; (v) installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy; (vi) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use; (vii) all community and commercial facilities as provided in the real estate project; (viii) all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use; ●
- xvi. **"company"** means a company incorporated and registered under the Companies Act, 2013 (18 of 2013) and includes,— (i) a corporation established by or under any Central Act or State Act; (ii) a development authority or any public authority established by the Government in this behalf under any law for the time being in force;
- xvii. **"competent authority"** means the local authority or any authority created or established under any law for the time being in force by the appropriate Government which exercises authority over land under its jurisdiction, and has powers to give permission for development of such immovable property;
- xviii. **"completion certificate"** means the completion certificate, or such other certificate, by whatever name called, issued by the competent authority certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws;
- xix. **"day"** means the working day, in the concerned State or Union territory, as the case may be, notified by the appropriate Government from time to time;
- xx. **"development"** with its grammatical variations and cognate expressions, means carrying out the development of immovable property, engineering or other operations in, on, over or under the land or the making of any material change in any immovable property or land and includes redevelopment;
- xxi. **"development works"** means the external development works and internal development works on immovable property;
- xxii. **"engineer"** means a person who possesses a bachelor's degree or equivalent from an institution recognised by the All India Council of Technical Education or any University or any institution recognised under a law or is registered as an engineer under any law for the time being in force;
- xxiii. **"estimated cost of real estate project"** means the total cost involved in developing the real estate project and includes the land cost, taxes, cess, development and other charges;

Bhabatara Ghosh

- xxiv. **"external development works"** includes roads and road systems landscaping, water supply, sewerage and drainage systems, electricity supply transformer, sub-station, solid waste management and disposal or any other work which may have to be executed in the periphery of, or outside, a project for its benefit, as may be provided under the local laws;
- xxv. **"family"** includes husband, wife, minor son and unmarried daughter wholly dependent on a person;
- xxvi. **"garage"** means a place within a project having a roof and walls on three sides for parking any vehicle, but does not include an unenclosed or uncovered parking space such as open parking areas;
- xxvii. **"immovable property"** includes land, buildings, rights of ways, lights or any other benefit arising out of land and things attached to the earth or permanently fastened to anything which is attached to the earth, but not standing timber, standing crops or grass;
- xxviii. **"interest"** means the rates of interest payable by the promoter or the allottee, as the case may be. Explanation.—For the purpose of this clause— (i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default; (ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;
- xxix. **"internal development works"** means roads, footpaths, water supply, sewers, drains, parks, tree planting, street lighting, provision for community buildings and for treatment and disposal of sewage and sullage water, solid waste management and disposal, water conservation, energy management, fire protection and fire safety requirements, social infrastructure such as education health and other public amenities or any other work in a project for its benefit, as per sanctioned plans;
- xxx. **"local authority"** means the Municipal Corporation or Municipality or Panchayats or any other Local Body constituted under any law for the time being in force for providing municipal services or basic services, as the case may be, in respect of areas under its jurisdiction;
- xxxi. **"Member"** means the member of the Real Estate Regulatory Authority appointed under section 21 and includes the Chairperson;
- xxxii. **"notification"** means a notification published in the Official Gazette and the expression "notify" shall be construed accordingly;
- xxxiii. **"occupancy certificate"** means the occupancy certificate, or such other certificate, by whatever name called, issued by the competent authority permitting occupation of any building, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity;
- xxxiv. **"Person"** includes,— (i) an individual; (ii) a Hindu undivided family; (iii) a company; (iv) a firm under the Indian Partnership Act, 1932 (9 of 1932) or the Limited Liability Partnership Act, 2008 (6 of 2009), as the case may be; (v) a competent authority; (vi) an association of persons or a body of individuals whether incorporated or not; (vii) a co-operative society registered under any law relating to co-operative societies; (viii) any such other entity as the appropriate Government may, by notification, specify in this behalf;
- xxxv. **"planning area"** means a planning area or a development area or a local planning area or a regional development plan area, by whatever name called, or any other area specified as such by the appropriate Government or any competent authority and includes any area designated by the appropriate Government or the competent authority to be a planning area for future planned development, under the law relating to Town and Country Planning for the time being in force and as revised from time to time;
- xxxvi. **"prescribed"** means prescribed by rules made under this Act;
- xxxvii. **"project"** means the real estate project as defined in clause (zn); X L-1
- xxxviii. **"promoter"** means,— (i) a person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or a part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees; or (ii) a

Bhobantolok Phosh

person who develops land into a project, whether or not the person also constructs structures on any of the plots, for the purpose of selling to other persons all or some of the plots in the said project, whether with or without structures thereon; or 8 (iii) any development authority or any other public body in respect of allottees of— (a) buildings or apartments, as the case may be, constructed by such authority or body on lands owned by them or placed at their disposal by the Government; or (b) plots owned by such authority or body or placed at their disposal by the Government, for the purpose of selling all or some of the apartments or plots; or (iv) an apex State level co-operative housing finance society and a primary co-operative housing society which constructs apartments or buildings for its Members or in respect of the allottees of such apartments or buildings; or (v) any other person who acts himself as a builder, coloniser, contractor, Promoter, estate Promoter or by any other name or claims to be acting as the holder of a power of attorney from the owner of the land on which the building or apartment is constructed or plot is developed for sale; or (vi) such other person who constructs any building or apartment for sale to the general public. Explanation.—For the purposes of this clause, where the person who constructs or converts a building into apartments or develops a plot for sale and the person who sells apartments or plots are different person, both of them shall be deemed to be the promoters and shall be jointly liable as such for the functions and responsibilities specified under this Act or the rules and regulations made thereunder;

Bhabataran Ghosh

- xxxix. "prospectus" means any document described or issued as a prospectus or any notice, circular, or other document offering for sale of any real estate project or inviting any person to make advances or deposits for such purposes;
- xl. "real estate agent" means any person, who negotiates or acts on behalf of one person in a transaction of transfer of his plot, apartment or building, as the case may be, in a real estate project, by way of sale, with another person or transfer of plot, apartment or building, as the case may be, of any other person to him and receives remuneration or fees or any other charges for his services whether as a commission or otherwise and includes a person who introduces, through any medium, prospective buyers and sellers to each other for negotiation for sale or purchase of plot, apartment or building, as the case may be, and includes property dealers, brokers, middlemen by whatever name called;
- xli. "real estate project" means the development of a building or a building consisting of apartments, or converting an existing building or a part thereof into apartments, or the development of land into plots or apartments, as the case may be, for the purpose of selling all or some of the said apartments or plots or building, as the case may be, and includes the common areas, the development works, all improvements and structures thereon, and all easement, rights and appurtenances belonging thereto;
- xlii. "regulations" means the regulations made by the Authority under this Act;
- xliii. "rule" means the rules made under this Act by the appropriate Government;
- xliv. "sanctioned plan" means the site plan, building plan, service plan, parking and circulation plan, landscape plan, layout plan, zoning plan and such other plan and includes structural designs, if applicable, permissions such as environment permission and such other permissions, which are approved by the competent authority prior to start of a real estate project;
- xlv. words and expressions used herein but not defined in this Act and defined in any law for the time being in force or in the municipal laws or such other relevant laws of the appropriate Government shall have the same meanings respectively assigned to them in those laws.

**2.2. OWNER / VENDOR SHALL MEAN BHABATARAN GHOSH**, son of Tarak Chandra, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at 1/51, Dr. M.N. Saha Road, Chhatakakal, South Dum Dum (M) P.O. Motijheel P.S. Nager Bazar, District North 24 Parganas, Pin - 700074, West Bengal, (which expression shall unless repugnant to the context meaning thereof be deemed to mean and include his heirs, executors, administrators, successors-in-interest and permitted assigns)

**2.3. PROMOTER SHALL MEAN VENI REALTORS LLP**, a Limited Liability Partnership Company incorporated under Section - 58 of the Limited Liability Partnership Act (LLP Act), 2008, represented by its Partners named (1). **SRI. BINAY KUMAR SINGH** and (2). **SRI. RINKU SHAW** (which expression shall unless repugnant to the context

meaning thereof be deemed to mean and include its heirs, executors, administrators, successors-in-interest and permitted assigns).

**2.4. PREMISES / LAND SHALL MEAN**

**ALL THAT** piece and parcel of land measuring an area of **4.8 decimal** more or less **R.S. & L.R. Dag no. 414** under **L.R. Khatian nos. 2765 and 4346** and land measuring **8.49 decimal** more or less **R.S. & L.R. Dag no. 415** under **L.R. Khatian nos. 2765 and 4346** and land measuring **4.29 decimal** more or less **R.S. & L.R. Dag no. 416** under **L.R. Khatian nos. 2765 and 4346** totaling **17.58 decimal** more or less but as per record of the B.L. & L.R.O. the measurement of the land is **16.10 decimal** more or less of **Mouza - Chakpanchuria**, within the local limits of **Patharghata Gram Panchayet**, under **Police Station - Rajarhat at present Techno City**, District North 24 Parganas **Pin - 700156**, morefully described in **Schedule A-9**.

**2.5. BUILDING**

Shall mean **Multistoried Building** to be constructed by the **Promoter** herein according to the sanctioned plan as shall be issued by the **Patharghata Gram Panchayat, N.K.D.A. and N-24 Parganas Zilla Parishad** or any other competent authority (ies) including concerned authority, in the District of 24-Parganas (North) on the said plot of land more fully and particularly described in the **Schedule A-9** written hereunder and referred to as the **"SAID BUILDING"**.

**2.6. FORCE MAJEURE**

Shall include natural calamities, Act of God, flood, pandemic situation like Covid 19, tidal waves, earthquake, riot, war, storm, tempest, fire, civil commotion, air raid, strikes, lockout, transport strike, notice or prohibitory order from Municipal Corporation or any other statutory body or any Court, Receiver, Government Regulations, new and/or charges in any municipal or other rules, laws or policies affecting or likely to affect the Project or any part or portion thereof, shortage of Essential Commodities and/or any circumstances beyond the control or reasonable estimation of the **Promoter**.

**2.7 FLAT/UNIT** - a separate and self-contained part of any immovable property, including one or more rooms enclosed spaces, located on one or more floors or any part thereof.

**2.8. SALABLE SPACE:**

Shall mean the constructed space in the building available for independent use and occupation after making due provisions for common areas and facilities and spaces required thereof, after deducting the Owner's allocation.

**2.9. LAND OWNER'S ALLOCATION:**

It has been further agreed by and between the parties herein that the **Owner** shall be entitled to the following :-

- a. An amount of interest free refundable security deposit ("Security Deposit") which is of **Rs. 20,00,000/- (Rupees Twenty lakhs)** only as per consideration schedule.
- b. The **Owner** shall be entitled to receive exclusive demarcated **7600 Sq. Ft.**, covered area at the costs and expenses of the **Promoter** from the proposed buildings which will be constructed on the **Schedule "A"** property hereinabove as per valid sanction plan and extension thereof together with undivided impartible proportionate share or interest over the aforesaid **Schedule "A"** property, more fully described in the **Schedule "B"** hereinafter along with right of egress and ingress over the main entrance gate and all other common rights in the landings, lobbies, stair cases, passages, sewerages, drainages, electrical installations, top roof of the proposed new building including all amenities, facilities and benefits in respect of the complex thereof.
- c. Be it more specifically and categorically stated herein that the aforesaid refundable Security Deposit amount of **Rs. 20,00,000/- (Rupees Twenty lakhs)** only will positively be refunded by the **Owner** to the **Promoter** on or before receiving peaceful possession of the exclusive demarcated **Owner's Allocation**.
- d. That the land **Owner** shall be entitled to transfer and/or otherwise deal with the **Owner's Allocation** in the said proposed buildings without any interference of the **Promoter** herein.
- e. Apart from the **Owner's allocation** as mentioned in **Schedule 'B'** hereof, the **Owner** is also freely and legally entitled to all benefits and rights mentioned in all Common Areas / Facilities, pertaining to rights of access and enjoyment in commonality as mentioned in **Schedule 'C' and Schedule 'D'** hereof.
- f. In case further floor(s) is/are constructed above the 4<sup>th</sup> floor of the buildings in

Bhubanank Ghosh

that case, the **Owner** will get exclusive demarcated area of 1520 Sq. Ft. covered area in each additional floor of the Building/s.

**2.10. PROMOTER / PROMOTER'S ALLOCATION:**

The **Promoter** will get the remaining constructed area as per valid sanction plan.

**2.11. BUILT UP AREA / COVERED-AREA:**

Shall mean the plinth area of that Flat including the area of bathrooms, balconies and terraces, in any apartment thereto and also the thickness of the walls (external or internal), the columns and pillars therein Provided That if any wall, column or pillar be common between two Flats, the one-half of the area under such wall, column or pillar shall be included in each such Flat.

**2.12. SUPER BUILT-UP AREA:**

Shall mean the area of a Flat to be computed by the **Promoter** by adding to the Built-up / Covered Area of the Flat with proportionate share in the Common Portions as may be deemed appropriate by the **Promoter** and/or the **Architect** in its absolute discretion.

**2.13. TRANSFEREE:**

Shall mean a person / firm / HUF/ limited company / association of person to whom any space in the building has been transferred.

**2.14. SINGULAR:**

Shall include plural and vice versa.

**2.15. MASCULINE GENDER:**

Shall include feminine and neutral genders and vice versa.

**2.16. PERSON:**

Shall include any corporation, firm partnership or other forms of association.

**2.17. ADVOCATE FOR THE PROJECT**

Shall mean Mr. Swapnadip Das, Advocate, having its office at Temple Chamber, no. 6, Old Post Office Street, Room no.56, Ground Floor, Kolkata - 700001.

**3. ARTICLE - II. COMMENCEMENT**

This Agreement shall be deemed to have been commenced on and with effect from the date of registration of these present.

**4. ARTICLE - III. OWNER'S RIGHT and REPRESENTATION ;**

**4.1. Rightful legal possession**

**4.1.A.** The **Owner** is now seized and possessed of and / or otherwise well and sufficiently entitled to the said premises and shall deliver physical as well as immediate possession to the **Promoter** to develop the said premises. The **Owner** hereby represents and covenants that the land comprising the Said Property is butted and bounded on all sides as per plan annexed herewith.

**4.1.B.** There is/are no existing agreement(s) regarding the development or sale of the said premises and that all other agreement(s) if any made prior to this agreement, be treated as cancelled. That the **Owner** shall handover the vacant peaceful and exclusive possession of the aforesaid property after meeting all liabilities pertaining to project property to the **Promoter** and the **Owner** has not executed any Power of Attorney in respect of the Said Property or any part thereof for any purpose whatsoever in favour of any person and the **Owner** has not created any registered or equitable mortgage or anomalous mortgage or charge or lien on the Said Property or any part thereof.

**4.1.C.** The **Owner** shall pay and clear up all the arrears on account of Khajna/ Panchayat taxes only of the said below schedule land up to the date of execution of this instant agreement. It is further agreed by and between the parties that the **Owner** shall not pay any taxes and panchayat taxes and other taxes, etc. in respect of the said project property from the date of execution of these presents. All such taxes outgoing and electricity charges in respect of the said property would be borne by the **Promoter** from the date of execution of these presents till the date of handing over the **Owner's allocation** mentioned herein above. After one month from the date of getting the Possession Letter of Flats / Units / Shops / Car Parking Spaces as per **Owner's allocation** mentioned herein, the **Owner** shall pay respective Electricity, tax and khajna, Maintenance for his allocated portion.

**4.2. Free from Encumbrances**

**4.2.A.** that as per knowledge of The **Owner** the said project property has not been subject to any notice of attachment under Public Demands Recovery Act or

Bhabatank Phosh

for non- payment of Income Tax or under any other Law of the Land. The Said project Property is not affected by any attachment including any attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demands Recovery Act or any other Acts or law or otherwise whatsoever or howsoever and there was or is no certificate case or proceeding against the Land Owner for realisation of the arrears of Income Tax or other taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts or law for the time being in force.

**4.2.B.** The **Owner** declares that the said plot of land is free from all encumbrances and liens, lis pendens, attachments, trust acquisitions requisitions whatsoever and howsoever till date and the **Owner** has marketable title thereto and the aforesaid lands are not affected by or under the Urban Land (Ceiling and Regulation) Act, 1976 or under the West Bengal Land Reforms Act, 1955 or by any other Act or law and that no certificate proceeding and no notice of attachment has or have been instituted and / or served upon the **Owner** under the Income Tax Act, 1961 or Gift Tax or wealth Tax and / or under Estate Duty Act or under any Statute law of the past or of the present in force and that no notice has ever been served upon the **Owner** and the **Owner** hereby also declares that there is no excess vacant land in the said property within the meaning of **Urban Land (Ceiling and Regulation) Act, 1976 or by any other Act or law.** Nevertheless, the **Promoter** shall prefer search enquiry/(ies) under the provisions as laid down under the Right to Information (RTI) Act, 2005 before the concerned Government Authority/(ies) for cross verification of the representation/s as made by the **Owner** herein.

**4.2.C.** The **Owner** hereby represents and covenants that no portion of the said project property has been affected by West Bengal Thika Tenancy Act, 2001 or by any of its amendments and thereafter.

**4.3.** That the **Owner** undertakes to hand over the peaceful, exclusive and vacant possession of the property for the purpose of raising the new construction at the said project property to the **Promoter**.

**4.4.** That the **Owner** undertakes that said property is free from all encumbrances, attachments and Said Property is not affected by any requisition or acquisition or alignment or scheme of any authority or authorities under any law and/or otherwise.

**4.5.** That the **Owner** undertakes to sign all the required documents that are required for the mutation of project land that are yet to be mutated in the name of the **Owner** in the records of the BL and LRO Department, Govt. of West Bengal at the cost of the **Owner**.

**4.6.** That the total area of the project land which is Bastu in nature is more or less **4.8 decimal** more or less in **L.R. Dag No. 414, 8.49 decimal** more or less in **L.R. Dag No. 415** and **4.29 decimal** more or less in **L.R. Dag No. 416**.

**4.7.** If any discrepancy found regarding the title of the below Schedule property during the period of construction, in that case both the parties are jointly and reasonably trying to resolve the said dispute for running of the smooth construction for such all the required expenses will be bore by the both parties equally, apart from that all other expenses will be bore by the **Promoter** solely, but any dispute will be found from **Owner's Allocation** after handover peaceful demarcated possession that will be resolved by the **Owner** personally, but as per knowledge of the **Promoter** that they have inspected all the title documents of the **Owner** and devolution of the present title in respect of the below schedule land and satisfied in present title all respect about the title of the **Owner** and after satisfaction of the present title in all respect of the schedule land, the **Promoter** herein enter into this Development Agreement with the **Owner** herein.

#### **5. ARTICLE - IV. PROMOTER'S RIGHTS**

**5.1. Authority of Promoter:** The **Promoter** shall have the authority to deal with the project property in terms of the Agreement and/or negotiate with any person or persons or enter into any Contract or Agreement or take any advance against the **Promoter's allocation** or acquired right under this instant Agreement and, in case, the **Promoter** requires any financial assistance from any Nationalized / Private / Foreign Bank or from any Financial Institution for the better development or expansion of the proposed building without imposing any financial liability to the **Owner** as well as

Shobantra Ghosh

**Owner's Allocation**, the **Owner** shall enter into any kind of Agreement and execute any sorts of documents that may be required from time to time for this purpose.

**5.2. Legal right of Construction:** The **Owner** hereby grants permission, subject to what have been hereunder provided to the **Promoter** to build new building upon the said land in accordance with the plan sanctioned by **Patharghata Gram Panchayat, N.K.D.A. and N-24 Parganas Zilla Parishad**, or any other Govt. authorities and any amendment thereof in the name of the **Owner** with or without any amendment and / or modification thereto made or caused to be made by the parties thereto.

**5.3** That the **Promoter** shall by all reasonable means try to get the entire amalgamated project plan sanctioned within one (1) year from the date of the execution of the instant development agreement from the concerned authorities provided there arise no reasonable cause of exigency.

**5.4. Booking and Agreement for sale:** Booking from Intending Purchaser for **Promoter's allocation** will be taken by the **Promoter** and the Agreement with the Intending Purchaser will be signed by **Promoter** herein on behalf of the **Owner** as a Registered Power of Attorney Holder.

**5.5. Selling Rate:** The selling rate of the **Promoter's allocation** will be fixed by the **Promoter** without any permission or consultation with the **Owner**.

**5.6. Legal power of Promoter:** The **Promoter** is empowered to collect consideration money from the sale of **Promoter's allocation** from the Intending Purchaser and issue money receipt in its own name, take advance and full and final consideration from the Intending Purchaser for **Promoter's allocation** only.

**5.7. Realization Of Sale Proceeds:** Upon sale of the apartments/units for **Promoter's allocation** only, the **Promoter** shall be entitled to receive the entire sale proceeds in its name including earnest money, part payments, consideration, deposits and other amount from the Intending Purchaser/s and the **Promoter** shall collect and deposit the Goods and Services Tax-(GST) (as applicable) against the sale proceeds to the office of the Government department and provide the valid receipts of the same to the **Owner**.

**5.8. Construction cost:** The construction cost shall be borne by the **Promoter** solely and entirely.

**5.9. Authority of signature:** All applications, plans and other papers and documents that may be required by the **Promoter** for the purpose of obtaining necessary sanction from the local panchayat or any other competent authorities, shall be prepared and submitted by the **Promoter** on behalf of the **Owner** and the **Owner** shall sign all such plans, application, other papers and documents as and when necessary and all costs expenses including plan sanctioning costs will be borne by the **Promoter**.

**5.10. Demolition of the Existing Building/Structure :** The **Promoter** herein shall demolish building/ structure if any that exist on the project land at its own cost and the scrap material that shall be generated from such act of demolishing shall be retained, possessed and sold by the **Promoter** entirely and exclusively without any share of proceeds extended to the **Owner** as the **Owner** has relinquished such right from such share altogether by virtue of execution of this instant development agreement.

**5.11.** The **Promoter** herein may amalgamate the said plot to any other plot or future plots for construction/extension of the proposed building.

**5.12.** That as per knowledge of the **Promoter** that they have inspected all the title documents of the **Owner** and devolution of the present title in respect of the below schedule land and satisfied in present title all respect about the title of the **Owner** and after satisfaction of the present title in all respect of the schedule land, the **Promoter** herein enter into this Development Agreement with the **Owner** herein, but if any discrepancy found regarding the title of the owner in below Schedule property during the period of construction, in that case both the parties are jointly and reasonably trying to resolve the said dispute for running of the smooth construction for such all the required expenses will be bore by the both parties equally, apart from that all other expenses will be bore by the **Promoter** solely, but any dispute will be found from **Owner's Allocation** after handover peaceful possession that will be solved by the Land **Owner** personally.

#### **6. ARTICLE - V, CONSIDERATION:**

**6.1.** The **Owner** having agreed to grant exclusive right for developing the said premises in term of these presents the **Promoter** has agreed to build the said proposed building project consisting of flat/ unit/ right of usage of the common area/

Substantive Phosk

car parking-(saleable area) at its own cost and expenses and Owner shall not contribute any sum of money towards the construction of the same in the said project premises.

6.2. Apart from the aforesaid Security Deposit as has been agreed to be paid by the Promoter to the Owner upon execution of the Instant Agreement. The Promoter has further agreed to pay and shall remain bound to pay and bear several necessary expense/cost for the purpose of development of the said project premises and / or this Development Agreement and such expense/cost for all practical purpose shall be incurred of the following purposes as mentioned below :-

- (a). Cost, charge and expenses incurred for construction erection and completion of the said new building at the said project premises.
- (b). Cost, charge and expenses incurred for appointment of Engineer if any and also sewerage, drainage and other connection.
- (c). Fees payable to the Architect, the Engineers, and also the fees payable to the Patharghata Gram Panchayat, in the District of 24-Parganas (North) or any other Govt. authorities for the purpose of obtaining necessary permission of sanction for sewerage, drainage and water connections.
- (d). Legal expenses incurred and paid for this instant Development Agreement and all other expenses and charges for the purpose of development permission of sanction for sewerage, drainage and water connection.
- (e). The cost of supervision of construction of the said project building on the said project land.
- (f). Cost against third party claim, actions and suits out of any sort of act or omissions or commissions of the Promoter in relating to the making of construction and completion of the said buildings and/or Complex, subject to point No. 4.7 and 5.12

#### 7. ARTICLE - VI. PROCEDURE

The Owner hereby grants to the Promoter a Registered Power of Attorney as is required for the purpose of obtaining sanction plan and all necessary permission and sanction from different authorities in connection with the construction of the building in the said project premises and also for pursuing and following up the matter with the Patharghata Gram Panchayat or N.K.D.A. or N-24 Parganas Zilla Parishad, in the District of 24-Parganas (North) and other Govt. authorities, in respect of the below schedule land only.

#### 8. ARTICLE - VII. POWER AND PROCEDURE

The Owner hereby executes this instant Registered Power of Attorney in favour of the Promoter which shall include the Power of Attorney for developing and constructing the said project premises and also for preparing, executing, signing and presenting the Deed of Conveyance for the registration of the saleable area belonging to the Promoter's Allocation which are as follows :-

1. To construct a Multistoried Building upon the said project property mentioned in the Schedule herein below in accordance with the Plan to be sanctioned in the name of the Owner by the appropriate authority (ies) and to sign on behalf of the Owner in the building plan and to file and obtain the same from said Authority or (ies) and to take all other necessary steps in the Patharghata Gram Panchayat, in the District of 24-Parganas (North), West Bengal or any other Office(s).
2. To deal and correspond with the concerned Authority (ies) in connection with or relating to the development of the said project property and in particular to do the following acts, deeds, matters and things including but not limited to:
  - (a) To apply for and obtain, sanction, revalidation with further alterations or additions or modifications, as the said Attorney(s) may require;
  - (b) To apply for and obtain the occupation and/or completion certificate(s) in respect of the buildings to be constructed and completed on the land of the said Property; within specified time period.
  - (c) To apply for and obtain, necessary clearances and/or No Objections from Statutory Authorities including but not limited to Fire Brigade, Electricity Supply Agency, Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976, Land Revenue and Land Reforms Authority, concerned local authority, North 24-Parganas Zilla Parishad and/or any other authority or authorities and sign all papers, documents, writings, declarations on my behalf in connection with and other Concerned Authorities under any Statute or law as may be in force from time to time.

Shobanaraj Ghosh



3. To appear and represent before the authorities of **Patharghata Gram Panchayat**, in the District of 24-Parganas (North), B.L. & L.R.O, and S.L.R.O. and before the D.L.R.S., C.E.S.C / W.B.S.E.B., Income Tax Department, authorities under the Town and Country Planning Act, Airport authority of India, Assurance of Calcutta, District Registrar, Barasat, Addl. Dist. Sub-Registrar - Bidhannagar, Salt Lake City, Addl. Dist. Sub-Registrar - Rajarhat and before all other statutory and local bodies as and when necessary for the purpose of construction of a new building and do all the needful as per the terms and conditions mentioned in this Development Agreement for registration of flats.

4. To apply obtain electricity, gas, water, sewerage order and permissions from the necessary authorities as to expedient for sanction, modification and/ or alteration of the development, plans and also to submit and take delivery titles deeds concerning the said premises and also other papers and documents as may be required by the necessary authorities and to appoint engineers, architects, and other agents and Sub - Contractor for the aforesaid purpose as the said attorney may think fit and proper.

5. To defend possession, manage and maintain the said project premises including the project building to be constructed thereon.

6. To correspond with all concerned authorities and bodies in connection with the sanction of plans, obtaining of floor space index for the construction proposed to be carried on the land of the said Property and any other matters pertaining to the said Property.

7. To sign, verify and file application, forms, and building plans and for **Multistoried project Building**, documents and papers in respect of the said premises before any other statutory authorities for the purpose of maintenance, protection, preservation and construction of building over and above the said premises.

8. To amalgamate the said project property with any adjoining plot or plots for the purpose of development and to sign and execute all deeds and documents in this behalf on behalf of the **Owner**, but the **Promoter** assured to the **Owner** that, the demarcated **Owner's Allocation** in future will be unchanged, unaltered and unattached with others.

9. To make and prepare and/or cause to be made and prepared all such layout, sub-division, plans, specifications and designs and/or any alterations in the plans and/or specifications as may be necessary, required and advisable at the discretion of the said Attorney of the **Owner** for the purpose of constructing of the buildings on the project land of the '**Said Property**' and to engage the services of any Architect, Engineer, Consultant, or any person as may be necessary or advisable at the discretion of the said attorney and to pay necessary fees and premium required for getting the plans sanctioned and do all other acts and things as may be necessary for getting the plans of the buildings sanctioned by the concerned authority and/or any other statutory authorities.

10. To appear and represent the **Owner** before any and all concerned authorities and parties as may be required and/or advisable for or in connection with the development of the said project property and to make such agreement(s) arrived at such arrangement as may be conducive to the development work and completing the same.

11. To pay and discharge all rents, Khajna, taxes, rates, assessments, charges, deductions, expenses and all other payments and outgoings whatsoever due and payable or which may hereafter become due and payable for or on account of the said project land from the date of the execution of the said Agreement and henceforth, thereafter.

12. To sign transfer forms, documents and writings for transferring the portion of Land, the right title and interest that belong to the **Owner** to the records of Government or Panchayat authorities and other public authorities and to do all other acts in connection therewith on the behalf of the **Owner** for the purpose of development work.

13. To commence, carry out and complete and/or cause to be commenced and completed, construction work on the said project Land in accordance with the sanctioned plans, specifications and/or the permissions granted by the Competent Authority and permissions under the Urban Land (Ceiling and regulation) Act, 1976

Bhabatara Ghosh

and/or the permissions of any other statutory authority to be granted under the laws for the time being in force and so far as any construction work is concerned, to see that all applicable rules and regulations are strictly observed.

14. To invite tenders and offers for the purpose of construction of one or more building(s) or structure(s) on the project land of the said Property, to accept such tenders or offers and such consideration and also to engage, appoint the contractors, Architect, Labour, Labour contractor (Rajmistri), Carpenter, Plumber etc. and enter into the contract with such person(s) as the said Attorney(s) may deem fit and proper and to get all such building(s) or structure(s) duly completed by the said contractors and to enter into such arrangements with such and other person or persons or body or bodies whether corporate or otherwise for the purpose of development of and/or construction on the project land of the said Property wholly, partly or in stages and for construction(s) of buildings or structure(s) thereon and/or furnishing the project property therein as the said Attorney may in its absolute discretion deem fit and to pay the cost of construction and development of the said building(s) or structure(s) and furnishing of the Property to such contractors and other persons or bodies and to obtain valid receipts and discharges therefore and to enter into contracts for supply of materials, labour and for all other services as may be required for development and construction of the building(s) or structure(s) on the project land on such terms and conditions as the said Attorney(s) may in its absolute discretion deem fit and proper.

15. To appoint Contractors/sub-contractors/dealers/sub-dealers and to negotiate and decide the terms and conditions thereof concerning the project land and / or the building(s) or block(s) to be constructed thereon and/or for carrying on the interior works therein and also for suppliers of materials required in connection therewith, from time to time and to revoke their appointments and pay their remunerations/bills to be raised, time to time, including miscellaneous charges.

16. To nominate, appoint, engage and authorize solicitors, advocates, attorneys, pleaders in respect of any litigation concerning the said project land and/or any structure, building, or block, or any self-contained flats or commercial spaces to be constructed on the said project land and to execute Vakalatnamas or other necessary authorities in their favour from time to time and to instruct them to initiate and/defend any proceedings before any judicial and quasi-judicial authority and/or any other statutory department and pay their remuneration/bills/fees including special fees and other charges to discontinue them and also to appoint and engage other solicitors, advocates, attorneys, pleaders afresh and instruct them accordingly.

17. To instruct the Advocate / Lawyer for preparing and / or drafting such agreement in respect of the **Promoter's Allocation** only, instruments, documents and other such papers as per the terms and conditions agreed upon by both the parties in this agreement as may be necessary for the purpose for sale of the flats / units in the said building over and above the said premises.

18. To appoint and engage Income-tax and Goods and Services Tax (GST) practitioners, Chartered Accountants, Architects, Surveyors, Engineers, and other professional agents in respect of the multi-storied building to be constructed on the project land of the said project Property.

19. To enter upon the project land at any time, affix board, put the barbed wire fencing or construct a compound wall on the project land of the said project property or any portion thereof as per demarcation thereof and to make all payments for getting the said work done.

20. To represent before the public, local and/or private authorities in respect of the development of the said project property and to make such of the actions and things as may be necessary for effectually commencing the said construction and/or development work and completing the same.

21. To make, sign, declare and / or affirm and submit applications, petitions, written statement, vakalatnama, letters and memorandum of appeals, etc. to appropriate Government Departments, Local authorities and/or other Competent Authorities under any law, for the time being in force, for all and any licenses, permissions, exemptions, sanctions and consents required by any law or otherwise in connection with the management, improvements and development and construction in the said project property.

Bheebatarik Phosy

22. To attend any Court of Law either Civil or Criminal and to represent in all Government Offices including BL & LRO office on **my** behalf in connection with the construction of the proposed multi-storied building upon the said project property as mentioned in the Schedule below.

23. To sign all complaints, petitions, applications, forms, affidavits etc. and to file the same in any Court of Law or any other Office or Offices, if required.

24. In connection with or relating to the project land and to take action against persons allegedly claiming to be tenants, occupiers, etc. if any, in any court, to represent us in any Court of Law and to sign all applications, complaints, written statements, affidavits, review, appeal, petitions, on **my** behalf from time to time be found necessary and proper and/or enter into any agreement relating to development of the said project property and to otherwise deal with the same effectively for all intents and purposes as aforesaid.

25. To make applications for obtaining certified copies of the proceedings in the Court, tribunal and other statutory authority whatsoever including Judgment, decree, Order, applications, pleadings, etc. and to receive the same on the behalf of the **Owner**.

26. In the event any understanding or compromise reached between the parties, to negotiate and to settle the terms of compromise and to sign and execute such compromise deed etc. and to file the same in the court of relevant jurisdiction.

27. In case the said project property or any part thereof is notified for acquisition or requisition or reservation or road widening, to appear before the relevant authorities and to file or submit applications, objections, claims for compensation or otherwise and to do all other acts, deeds, matters and things as may be necessary in that behalf and to file appeals, references, petitions against any order or orders made by such acquisition or requisitioning authorities and to accept service of any writ petition, summons or other legal proceedings or motion and to appear and represent the **Owner** in any Court of Justice including Tribunal and other statutory authority (ies) and before all magistrates, judges, judicial officers whatsoever as by the Attorney(s) shall be thought advisable and to commence and continue any such proceedings in any court of law and before any public officers or tribunals or other statutory authorities, as aforesaid, for receiving compensation, acquisition, requisition, reservation and/or relief for de-acquisition or de-requisitioning or de-reservation or otherwise whatsoever.

28. To refer any dispute touching and arising out of the said project property and/or any structure, building, or block, or any self-contained flats or units or commercial spaces to be constructed on the said project land to arbitration and also to take steps on behalf of the **Owner** and to represent the **Owner** before the arbitrator accordingly.

29. To appear in any suit, proceedings, motion, L.A. Office, on behalf of the **Owner** and to file the statement or objection, Affidavit, Affidavit - in - opposition etc. if required, in connection with the said land mentioned in the Schedule herein below

30. To call for the tender, quotation etc. from the supplier for supply of cement, iron rod, sand, wood, iron grill etc.

31. To deal with the electricity and water supply authorities for the supply of electricity and water to the buildings that may be constructed on the project and for that purpose to sign and/or execute all letters, applications, undertakings, or subscribed to terms and conditions as may from time to time be thought necessary or as may be required by the concerned authorities.

32. To make application to the authorities and such other private and public authorities for making availability of water, electricity, etc. on the project land of the said Property that may be required for commencing the development work and to complete the same and for that to execute necessary documents including undertakings.

33. To empower on behalf and in name and to represent the interest of the **Owner** before the concerned officers for the grant of the licenses or permits or for any other purpose or renewal thereof as may be necessary under any Act, Rules, Regulations or Bye-laws, for the time being in force, and also to appear before any Public or Government officer(s) or other Authority (ies) whatsoever and to execute the necessary documents in connection therewith.

34. To apply for refund of deposits made or to be made with the concerned Authorities and receive the said refunds.

Bhabatara Das Phos

35. To make applications to the government or quasi-government authorities for sanction of cement and steel and/or such other building materials as may be required for the said development work and for that purpose to execute necessary documents including undertakings and bonds and to furnish necessary deposits including bank guarantee for the same.
36. To manage and supervise the said project property and to take such of the steps as may be necessary to manage, secure and supervise the said project Property till the time of completion of its development.
37. To attend and to represent us before any Collector, Authority(ies) or officer(s) of Government of India or any other State or States, before all Revenue, Municipal, Public or other officer(s) including those of Income-tax as and when occasion shall arise for any purpose connected with the said development work.
38. To advertise in the newspapers for the sale of the Units and to enter into agreements for the sale of such Units with the prospective purchaser/s on and for such price or consideration and upon such terms and conditions as said Attorney(s) shall deem fit and proper and for the same and also to execute all such writings as may be necessary, effectually entering into the said agreements for sale of the Units in respect of the entire project and to do all such necessary acts and things as may be necessary or proper in that behalf.
39. To develop and negotiate sale of the buildings consisting of apartments/flats ("Units") for residential purpose, commercial units and/or ancillaries in the said property and for that purpose to negotiate and execute agreement for sale, sale deed, with the prospective purchaser(s) on such terms and conditions as the Attorney(s) may think fit and proper and to receive and appropriate the entire consideration for and in respect of the aforesaid sale and to give receipt for the same in respect of the **Promoter's Allocation only.**
40. To book flats and to enter into all Agreements for sale or sales of flats which are to be constructed on the said project property mentioned in the Schedule below in respect of the **Promoter's Allocation only.**
41. To receive from the intending Purchaser(s) any earnest money and / or advances and also the balance of purchase money on completion of such sale or sales and to give good and valid receipt for the same in respect of the **Promoter's Allocation.**
42. To execute necessary only Agreement(s) for Sale (not Deed of Conveyance) in favour of the Intending Purchaser or Purchasers for flats / shops / garages and / or car spaces by putting the signature of the above named attorney on behalf of the **Owner** and also to receive full and final consideration of the flats / units / commercial units or car parking space and by giving discharge to the Intending Purchaser(s) by issuing money receipts in **its** name in respect of the **Promoter's Allocation.**
43. To ask for, demand, recover, receive and collect all money due and payable in connection with the said proposed building from the intending purchaser / purchasers or any other person or persons in connection with the said building or construction and to settle, compromise and compound any debt or claim whatsoever.
44. To commence, prosecute, enforce, defend, answer and oppose all actions, demands and other legal proceedings touching any of the matter concerning the said premises or any or portion thereof.
45. For all or any of the purposes herein before stated and to appear and represent the **Owner** before all concerned authority (ies) having Jurisdiction over the said premises as per the condition mentioned in the instant development agreement.
46. To sign and execute all papers, correspondence and all other documents and assurances and documents of any kind whatsoever which the owner could have done for the completion of the said project development work.
47. To do any act, deed or thing, as our said Attorney(s) may deem fit and proper and necessary in the best interest of the development of the said project property and construction thereon and sale of the Units, flats and car parking space including all other acts and things which may be necessary to be done for rendering these presents valid and effectual to all intents and purposes.
48. To execute Deed of Rectification, Declaration and register the same before any concerned registration offices in connection with said project property, in respect of **Promoter's Allocation only.**

Bhabatara Ghosh

49. To apply for No Objection Certificate or necessary permissions from the Panchayat / Municipal authority for occupying the said project building and to do all acts deeds or things for the said purpose.

50. And also for more effectually doing, executing and performing the several matters and things aforesaid to appoint from time to time or generally such person(s) as our Attorney(s) may think fit as their substitute or substitutes, to do, execute and perform all or any of such matters and things as aforesaid and any such substitute or other in its or their place and the **Owner** hereby agrees at all times to ratify and confirm whatever it's Attorney(s) or any such substitute(s) shall lawfully do or cause to be done in or about the said project property and the development of the same.

51. For any of the purposes mentioned hereinabove to sign all applications, papers, undertakings, terms and conditions as may be required from time to time.

52. And to do all such acts, things, deeds which are necessary for the aforesaid purpose.

53. To all acts and things in contemplation of and in achievement of the objects and purposes contained in the said Development Agreement which are otherwise mentioned hereinabove.

54. **AND** the **Owner** does **HEREBY** agree to ratify and confirm whatsoever **his** said Attorneys shall do in the premises by virtue of these presents **AND** the **Owner** **HEREBY DECLARES** that the **Owner** has not done anything inconsistent with this Power of Attorney.

55. **AND** the **Owner** does **HEREBY** agree to ratify and confirm whatsoever all acts, deeds and things lawfully and bonafide done by **its** said Attorney which shall be construed as the acts, deeds and things done by the **Owner** to all intents and purpose notwithstanding the facts that no special power in that behalf is contained in these presents.

56. That the said power proceedings as above subject to, the **Promoter** cannot transfer any right, title and interest in respect of the **Owner's Allocation** under any situation to any parties, and the area of **Owner's Allocation** cannot be changed under any situation.

**9. ARTICLE - VIII, NEW Multi-storied BUILDING**

**9.1. Construction cost :** The **Promoter** shall at **its** own costs construct and complete the new multi-storied building at the said project premises in accordance with the sanctioned plan as sanctioned by the relevant authority with good and standard material as may be specified by the Architect from time to time for the development of the said project.

**9.2. Installation of common amenities:** The **Promoter** shall at its own cost and/or expense shall organize and shall attain the electricity connection from the electricity providing company and shall also obtain the permanent electric connection from the electricity providing company, namely, C.E.S.C / W.B.S.E.D.C.L., and until the permanent electric connection shall be obtained, the temporary electric connection shall be provided in the said project multi-storied building having self-contained flat/unit and constructed for sale the flats/units/car-parking spaces and / or commercial spaces therein. The **Owner** further undertakes and covenants with the **Promoter** not to raise any requisition or objection in regards to the installation of the Electric Transformer as such be carried out by the electricity providing company as per their time schedule and the installation process and procedure on the said project land.

**9.3. Fees payable to Architect :** All cost, charges and expenses including Architect's fees shall be provided and paid by the **Promoter** and the **Owner** shall neither bear nor share any/or responsibility in this context.

**10. ARTICLE - IX, COMMON FACILITIES**

**10.1.** The **Promoter** shall pay and bear all the tax(es), khajna(s) and land revenue(s) and/or any other due(s) and outgoing(s) in respect of the said project land/ premises on and from the date of execution of this instant development agreement.

**10.2.** The **Owner** shall not do any act, deed or things whereby the **Promoter** may be prevented from construction and completion of the said project building. The extension of time shall be countable for any unforeseen reason beyond the control of the **Promoter**, in any case of any cause that may create a situation of impossibility or frustration of contract that may impede the performance of the **Promoter** under this instant development agreement.

BR. Subrata Das Ghosh

**11. ARTICLE - X, COMMON RESTRICTION**

The **Owner** hereby agrees and covenants with the **Promoter** not to cause any interference in the construction of the proposed building for the benefits of all occupiers of the building which shall include the following:-

**11.1. No illegal and immoral act** : Neither party to this instant development agreement shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any illegal and/or immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

**11.2. No breach of Laws and bye laws** : Both parties to this instant development agreement shall abide by all laws, bye-laws, rules and regulations of the Government / (s)-(Centre and/or State)/statutory body/(ies) and / or local body/(ies) as the case may be and shall attend to answer and be responsible for any deviation or violation and / or breach of any of the said laws byelaws and regulation.

**11.3. Maintain of self unit** : The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the said multi-storied project building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein.

**11.4. Maintenance of cleanliness of building** : Neither party shall throw or accumulate any dirt, rubbish, waste and refuse to permit the same to be thrown or accumulated in or about the building or in the compound corridor or any other portion or portions of the building.

All Units in the New Building shall be subject to the same restrictions as are applicable and intended for common benefit of all occupiers of the New Building.

**12. ARTICLE - XI, OWNER'S OBLIGATION**

**12.1. No interference**: That the **Owner** hereby covenants with **Promoter** not to cause any interference or hindrance in the construction of the multi-storied building at the said premises by the **Promoter**.

**12.2. Owner covenant with Promoter**: That the **Owner** hereby agrees and covenants with **Promoter** not to do any act(s), deed(s) or thing(s) whereby the **Promoter** shall be prevented from selling, assigning and / or disposing of the said project premises/land or any portion thereof belonging to the **Promoter's** only.

**12.3. Vesting of interest during Construction**: That the **Owner** hereby agrees and covenants with the **Promoter** not to let out, grant, lease, mortgage and / or charge the said project premises/land or any portion thereof or in its entirety.

**12.4. Signature** : That both the parties undertakes that in the future if any signature(s) is/are required then both the parties shall do so within 15 days working days after receiving any intimation from the **either parties** through post, whatsapp, mobile massage or by mail or by any other mode as may be reasonably required.

**13. ARTICLE - XII, PROMOTER'S OBLIGATION**

**13.1. Time period of handing over the Possession**: The **Promoter** shall complete the entire process of development of the Said Project Property in all respect and habitable condition within a period of **54 (fifty four) months** from this date of registration of this Development Agreement, there will be a grace period of another 6 (six) months if the project is not completed within the said specified period subject to save and except **FORCE MAJEURE** and/or any other reason(s), reasonable enough to create a situation of impossibility of performance or cause frustration of the said Development work.

**13.2. Conversion**: That the **Promoter** undertakes to take all steps at **its** own cost that may be required for the purpose of construction of the said multi-storied project building under the nature and character of such project land as Housing Complex.

**13.3.** The exclusive demarcated **Owner's Allocation** in all respect and habitable condition including free from all encumbrances will be hand over by the **Promoter** at their own costs and expenses within 54 (fifty four) months from the date of registration of this Development Agreement, subject to force-majeure, but **Owner's Allocation** will be hand over first, after handed of the **Owner's Allocation**, the **Promoter** either can issue possession letter or handover peaceful possession to any intending buyer from **Promoter's Allocation** only.

**13.4.** That the **Owner** herein will get his allocation exclusively which is not include in other land owners.

Bhabatwar Phas

13.5 That after completion of the Buildings in all respect the **Promoter** herein issue a 15 (fifteen) days' notice to the **Owner** herein to receive peaceful possession of **Owner's Allocation** in all respect, but the **Owner** if failed to receive the peaceful possession within the said 15 (fifteen) days subject to completion in all respect, then after expiry of 15 (fifteen) days, the **Promoter** can issue possession to any intending purchaser/s in that case the **Owner** cannot object the same in any way.

13.6. That after receiving of the sanctioned building plan, both the parties amicably decided their respective allocations and both the parties has liberty to execute any Agreement for Sale or sales with any intending buyer/s, but the **Owner** cannot execute any Deed of Conveyance and/or Sale Deed in favour of any purchaser/s until the Land **Owner** will return to the **Promoter** Rs. 20,00,000/- which he received and the **Promoter** also cannot execute any Deed of Conveyance and/or Sale Deed in favour of any purchaser/s until the Land **Owner's Allocation** handover to the **Owner** in all respect.

13.7. Completion certificate will be provide by the **Promoter** positively within 72 (seventy two) months from the date of execution of this Development Agreement.

#### 14. ARTICLE - XIII, MISCELLANEOUS

14.1. **Fixing of Hoarding and banner:** the **Promoter** immediately after obtaining peaceful, vacant and exclusive possessions of the project premises for the said development, shall have the right to fix hoardings and banners and be entitled to start construction if laws of the land so permit after obtaining the required sanction plan of the multi-storied building from the competent authority.

14.2. **Supplementary deeds and documents:** It is understood that from time to time in order to facilitate the construction of the multi-building project by the **Promoter**, as various deeds matters and things not hereby specified may be required to be done by the **Promoter** and for which the **Promoter** may need the authority of the **Owner** and various applications and other documents may be required to be signed or made by the **Owner** for which specific provisions may not have been mentioned herein. The **Owner** hereby undertakes to do all such legal act, deed, matters and things as and when required and the **Owner** shall execute any such additional Power of Attorney and / or authorization as may be required by the **Promoter** for all such purposes and the **Owner** also undertakes to sign and execute all such additional applications and other documents as the case may be provided that all such acts, deeds, matters and things do not in any way infringe on the rights of the **Owner** and / or against the spirit of these presents.

14.3. **Name of the Building:** The name of the said project building shall be given by the **Promoter** in due course. The **Owner** / or the Flat **Owner** and / or the Association shall not be entitled to change the said name under any circumstances whatsoever.

14.4. **Association of building:** The **Promoter** and the **Owner** shall mutually frame scheme for the management and the administration of the said project building and / or common parts thereof after the completion of the said building.

14.5. **Transformer, power backup and Security deposit:** The installation of electric meters charges of the entire project (including **Owner's Allocation**) shall be borne by the Purchaser(s) and further more shall pay Rs. 1,50,000/- (Rupees One Lakh and Fifty Thousand only) to the **Promoter** for installation of Transformer, Power back up etc and all the parties shall also pay Rs. 2/- per square feet for 12 (Twelve) months as security deposit which will be kept to the **Promoter** for security purpose at the time of completion and/or received peaceful possession, but the **owner** herein shall pay maintenance charges @ of Rs. 2 /- per sq. ft. and it will be applicable after 1 (one) month from the date of receiving peaceful possession.

14.6. The **Owner** and the **Promoter** have entered into this Agreement purely as a **Joint Venture** by and between the parties hereto.

14.7. The **Promoter** shall be entitled to borrow funds for construction of the proposed **Multistoried project Building** from any Bank of Financial Institutions without creating any financial liability on or over the **Owner** or affecting the **Owner's** estate and interest in the said project premises and it is being expressly agreed and understood that in no event the **Owner** or any of **part of the Owner's** estate shall be responsible and / or be made liable for payment of any such dues if payable, by the **Promoter** to such Banks and for that purpose.

14.8. **Common Agreement / Deed:** The Advocate for the project namely Mr. Swapnadip Das shall prepare a common Agreement For Sale and common Deed of Conveyance for all the prospective purchaser(s) in respect of entire project property.

Bhabatosh Chandra

**14.9. Common Maintenance:** The Purchaser/s in respect of entire project property (including **Owner's Allocation**) shall pay the maintenance charges i.e. **Rs. 2** per square feet from the date of registration of the Deed of Conveyance in respect of respective flats/units to the **Promoter** until the formation of the **Owner's Association** in the said multi-storied building project. The **Promoter** or **Owner** shall not issue any possession letter before final registration of Flat/Unit in favour of the Purchaser/s.

**14.10.** That the **Intending Purchaser/s** shall/can avail any and/or loan from any bank and/or financial organization for purchasing **flat/s** and/or **car parking space/s** of the said project.

**15. ARTICLE - XVII. JURISDICTION**

The Court of relevant jurisdiction shall have the jurisdiction to entertain and determine all action suits and proceeding arising out of these presents by and between the parties hereto.

**16. ARTICLE - XVIII. LEGAL ACTION**

**16.1.** Both the parties has every right to execute Agreement for Sale, conveyances or sale deeds or join in the execution thereof in favour of the prospective purchaser(s) of flats/Units in respect of their respective **Allocation** in the said project building that to be constructed. The fees for Stamp Duty and the Registration charges and all other formalities and miscellaneous charges in connection therewith shall be paid and borne exclusively and solely by the intending purchaser(s)/ and/or their nominee(s), agent(s) or allottee (s) and the **Owner** shall have no responsibility whatsoever in that respect thereof.

**16.2.** The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Instant Development Agreement (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties. If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to and finally resolved by arbitration by an Arbitration Tribunal formed in the manner given below, in terms of the Arbitration and Conciliation Act, 1996 as amended time to time till date and the Arbitrator to be appointed by the both parties. The process of litigation shall only be preferred by the **Promoter** or the **Owner** if the final award as awarded by the arbitrator be alleged to be vexatious and arbitrary.

**16.3.** That the Agreement for Sale and Deed of Conveyance of all the Flats constructed by the **Promoter** on the plot of land mentioned in **Schedule 'A'** shall be prepared by Mr. Swapnadip Das, Advocate, having its office at no. 6, Old Post Office Street, Temple Chamber, Room No. 56, Ground Floor, Kolkata - 700001, for this entire multi-storied building project (excluding **Owner's Allocation**). The Purchaser/s shall deposit with the **Promoter** or his Advocate the estimated amount of stamp duty, registration fee and other connected and miscellaneous expenses including Advocate's remuneration (@ 1% of the market value determined by the concerned Registration Office in each and every registration) relating to the execution and registration of the Agreement For Sale / Deed of Conveyance.

**SCHEDULE "A-1" ABOVE REFERRED TO  
(Description of the Land and Property)  
(Deed No. 08410 for the year 2011)**

**All that** piece and parcel of **Sali land** measuring about **7.07 Decimal** more or less lying and situated at **Mouza - Chakpanchuria**, J.L. No. 33, R. S. No. 205 1/2, Touzi No. 145, comprised in **R. S. & L. R. Dag Nos. 414 & 415** measuring **2.81 Decimal & 4.26 Decimal** i.e. **total 7.07 Decimal** more or less which is comprised in R.S. / L.R. Khatian No. 2425, 2430, 2426, 2431, **present L.R. Khatian no. 2765** in the name of **BHABATARAN GHOSH**, lying and situate at **Mouza - Chakpanchuria**, within the local limit of **Patharghata Gram Panchayat, Police Station - Techno city (previously Rajarhat)**, under A.D.S.R. Rajarhat, District North 24 Parganas, **Pin Code - 700156**, West Bengal, written hereunder, which is butted and bounded as follows :-

ON THE NORTH	R.S. Dag no. 416
ON THE SOUTH	Bagjola Khal

Bhabataran Ghosh



ON THE EAST	R.S. Dag no. 415 (p)
ON THE WEST	R.S. Dag no. 414 (p)

**SCHEDULE "A-2" ABOVE REFERRED TO  
(Description of the Land and Property)  
(Deed No. 03356 for the year 2014)**

Bhabataran Ghosh

All that piece and parcel of Sali land measuring about 2.24 decimal more or less out of 12 decimals in R.S. & L.R. Dag no. 415 and land measuring .76 decimal more or less out of 12 decimal out of 09 decimals in R.S. & L.R. Dag no. 414, total area of land 3 decimal more or less which is which is comprised in L.R. Khatian no. 526 (in the name of Gopal Sardar), present L.R. Khatian no. 2765 in the name of **BHABATARAN GHOSH**, lying and situate at Mouza - Chakpanchuria, within the local limit of Patharghata Gram Panchayat, Police Station - Techno city (previously Rajarhat), under A.D.S.R. Rajarhat, District North 24 Parganas, Pin Code - 700156, West Bengal, written hereunder, which is butted and bounded as follows :-

ON THE NORTH	Khal
ON THE SOUTH	Khal
ON THE EAST	Gita Biswas
ON THE WEST	Gopal Sardar

**SCHEDULE "A-3" ABOVE REFERRED TO  
(Description of the Land and Property)  
(Deed No. 09404 for the year 2016)**

Bhabataran Ghosh

All that piece and parcel of Sali land measuring about 0.47 decimal out of 09 decimals in R.S. & L.R. Dag no. 414 and land measuring 0.75 decimal out of 12 decimal in R.S. & L.R. Dag no. 415, total area of land 1.22 decimal more or less which is which is comprised in L.R. Khatian no. 526, 1231, 1496, 3028 and 2425, present L.R. Khatian no. 2765 in the name of **BHABATARAN GHOSH**, lying and situate at Mouza - Chakpanchuria, within the local limit of Patharghata Gram Panchayat, Police Station - Techno city (previously Rajarhat), under A.D.S.R. Rajarhat, District North 24 Parganas, Pin Code - 700156, West Bengal, written hereunder, which is butted and bounded as follows :-

ON THE NORTH	By RS/LR Dag no. 416
ON THE SOUTH	By CS Dag no.2224
ON THE EAST	By RS/LR Dag no. 436
ON THE WEST	By RS/LR Dag no. 413

**SCHEDULE "A-4" ABOVE REFERRED TO  
(Description of the Land and Property)  
(Deed No. 10415 for the year 2016)**

All that piece and parcel of Sali land measuring about R.S. & L.R. Dag no. 414 measuring 0.71 Satak out of 9 Satak, R.S. & L.R. Dag no. 415 measuring 1.11 Satak out of 12 Satak, Total land in two Dag nos. 1.82 Satak which is which is comprised in L.R. Khatian no. 2427, 2428, 2429, present L.R. Khatian no. 2765 in the name of **BHABATARAN GHOSH**, lying and situate at Mouza - Chakpanchuria, within the local limit of Patharghata Gram Panchayat, Police Station - Techno city (previously Rajarhat), under A.D.S.R. Rajarhat, District North 24 Parganas, Pin Code - 700156, West Bengal, written hereunder, which is butted and bounded as follows :-

ON THE NORTH	Khal
ON THE SOUTH	Khal
ON THE EAST	Hidco Land
ON THE WEST	Sawkat Ali Laskar

**SCHEDULE "A-5" ABOVE REFERRED TO  
(Description of the Land and Property)  
(Deed No. 04639 for the year 2022)**

All that piece and parcel of Sali land measuring about 0.04 decimal more or less out of 0.87 decimals out of 0.70 decimal comprised and contained in R.S. & L.R. Dag no. 414 and land measuring 0.7 decimal more or less out of 0.14 decimals out of 1.12 decimals comprised and contained in R.S. & L.R. Dag no. 415 total area of land 0.11 decimal more or less which is which is comprised in L.R. Khatian no. 526, present L.R. Khatian no. 2765 in the name of **BHABATARAN GHOSH**, lying and situate at Mouza - Chakpanchuria, within the local limit of Patharghata Gram Panchayat, Police

Bhabataran Ghosh

**Station - Techno city (previously Rajarhat), under A.D.S.R. Rajarhat, District North 24 Parganas, Pin Code - 700156, West Bengal, written hereunder, which is butted and bounded as follows :-**

ON THE NORTH	Sawkat Ali Laskar
ON THE SOUTH	Gopal Sardar and Rampada Sardar
ON THE EAST	Other and of Bhabataran Ghosh
ON THE WEST	Sawkat Ali Laskar

**SCHEDULE "A-6" ABOVE REFERRED TO  
(Description of the Land and Property)  
(Deed No. 12563 for the year 2022)**

**All that piece and parcel of Sali land measuring about 0.01 decimal more or less in R.S. & L.R. Dag no. 414 and 0.06 decimal more or less in R.S. & L.R. Dag no. 415 totaling to 0.07 decimal under L.R. Khatian No. 2426, present L.R. Khatian no. 4346 (in the name of BHABATARAN GHOSH), lying and situate at Mouza - Chakpanchuria, within the local limit of Patharghata Gram Panchayat, Police Station - Techno city (previously Rajarhat), under A.D.S.R. Rajarhat, District North 24 Parganas, Pin Code - 700156, West Bengal, written hereunder, which is butted and bounded as follows :-**

ON THE NORTH	R.S. & L.R. Dag no. 414 and 415 (p)
ON THE SOUTH	R.S. & L.R. Dag no. 414 and 415 (p)
ON THE EAST	Bhabataran Ghosh
ON THE WEST	R.S. & L.R. Dag no. 414 and 415 (p)

**SCHEDULE "A-7" ABOVE REFERRED TO  
(Description of the Land and Property)  
(Deed No. 15222 for the year 2011)**

**All that piece and parcel of Sali land measuring about 4 Decimal more or less lying and situated at Mouza - Chakpanchuria, J.L. No. 33, R.S. No. 205 1/2, Touzi No. 145, comprised in R. S. & L. R. Dag No. 416 which is comprised in R.S. Khatian No. 597, L.R. Khatian No. 1886 & 1953, 2431, present L.R. Khatian no. 2765 in the name of BHABATARAN GHOSH, lying and situate at Mouza - Chakpanchuria, within the local limit of Patharghata Gram Panchayat, Police Station - Techno city (previously Rajarhat), under A.D.S.R. Rajarhat, District North 24 Parganas, Pin Code - 700156, West Bengal, written hereunder, which is butted and bounded as follows :-**

ON THE NORTH	R.S. & L.R. Dag no. 417
ON THE SOUTH	Common passage and R.S. & L.R. Dag no. 415
ON THE EAST	R.S. & L.R. Dag no. 416 (p)
ON THE WEST	R.S. & L.R. Dag no. 416 (p)

**SCHEDULE "A-8" ABOVE REFERRED TO  
(Description of the Land and Property)  
(Deed No. 13079 for the year 2022)**

**All that piece and parcel of Sali land measuring about 0.29 Decimal more or less lying and situated at Mouza - Chakpanchuria, J.L. No. 33, R.S. No. 205 1/2, Touzi No. 145, HAL Touzi no. 10, comprised in R. S. & L. R. Dag No. 416 which is comprised in R.S. Khatian No. 597, L.R. Khatian No. 1886, present L.R. Khatian no. 4346 in the name of BHABATARAN GHOSH, lying and situate at Mouza - Chakpanchuria, P.S. Rajarhat, presently New Town, J.L. No.33, Re.Sa. No. 205 1/2, Touzi No. 145, Pargana-Kalikata, within the local limit of Patharghata Gram Panchayat, Police Station - Techno city (previously Rajarhat), under A.D.S.R. Rajarhat, District North 24 Parganas, Pin Code - 700156, West Bengal, written hereunder, which is butted and bounded as follows :-**

ON THE NORTH	R.S. & L.R. Dag no. 416
ON THE SOUTH	R.S. & L.R. Dag no. 416
ON THE EAST	Other Land of Bhabataran Ghosh
ON THE WEST	R.S. & L.R. Dag no. 416

**SCHEDULE "A-9" ABOVE REFERRED TO  
(Description of the Amalgamated Land and Property)**

Bhabataran Ghosh

ALL THAT piece and parcel of land measuring an area of 4.8 decimal more or less R.S. & L.R. Dag no. 414 under L.R. Khatian nos. 2765 and 4346 and land measuring 8.49 decimal more or less R.S. & L.R. Dag no. 415 under L.R. Khatian nos. 2765 and 4346 and land measuring 4.29 decimal more or less R.S. & L.R. Dag no. 416 under L.R. Khatian nos. 2765 and 4346 totaling 17.58 decimal more or less but as per record of the B.L. & L.R.O. the valid measurement of the land is 16.10 decimal more or less of Mouza - Chakpanchuria, within the local limits of Patharghata Gram Panchayet, under Police Station - Rajarhat at present Techno City, District North 24 Parganas Pin - 700156, as shown in the PLAN annexed hereto and bordered with RED COLOUR thereon and butted and bounded as follows :-

ON THE NORTH	HIDCO Road 27 ft
ON THE SOUTH	CS Dag nos. 408
ON THE EAST	HIDCO Road
ON THE WEST	R.S. & L.R. Dag nos. 414 (P) & 416 (P)

TOTAL LAND AS PER PURCHASED DEED			
SL NO	DEED NUMBER	DAG NUMBER	AREA IN DECIMAL
1	3356/2014	414	0.76
		415	2.24
		414	0.47
2	9404/2016	415	0.75
		414	2.81
3	8410/2011	415	4.26
		414	0.71
4	10415/2016	415	1.11
		414	0.01
5	12563/2022	415	0.06
		414	0.04
6	4639/2022	415	0.07
		416	0.29
7	13079/2022	416	0.29
8	15222/2011	416	4
		<b>TOTAL LAND</b>	<b>17.58 DECIMAL</b>

TOTAL LAND AS PER BL&LRO RECORD		
DAG NUMBER	SHARE	TOTAL IN DECIMAL
414	4643+1+1 = 4645	4.18
415	6194+50+114 = 6358	7.63
416	1739+125 = 1864	4.29
<b>TOTAL LAND</b>		<b>16.10 DECIMAL</b>

**TOTAL LAND AS PER KHATIAN no. 2765**

R.S./L.R. KHATIAN NO. 2765		
Sl. No.	DAG No.	Measurement
1.	R.S./L.R. DAG NO. 414	4.18 Decimal
2.	R.S./L.R. DAG NO. 415	7.57 Decimal
3.	R.S./L.R. DAG NO. 416	4.00 Decimal
<b>TOTAL</b>		<b>15.75 Decimal</b>

**TOTAL LAND AS PER KHATIAN no. 4346**

R.S./L.R. KHATIAN NO. 4346		
Sl. No.	DAG No.	Measurement
1.	R.S./L.R. DAG NO. 414	0.0009 Decimal
2.	R.S./L.R. DAG NO. 415	0.06 Decimal
3.	R.S./L.R. DAG NO. 416	0.29 Decimal
<b>TOTAL</b>		<b>0.3509 Decimal</b>

**TOTAL = 15.75 Decimal + 0.3509 Decimal = 16.10 Decimal**

**SCHEDULE "B" ABOVE REFERRED TO  
(Owner's Allocation)**

The Owner shall receive as per the following mentioned :-

- An amount of interest free refundable security deposit ("Security Deposit") which is of Rs. 20,00,000/- (Rupees Twenty lakhs) only as per consideration schedule.

Bhabatank Phos

- b. The **Owner** shall be entitled to get exclusive demarcated area of **7600 Sq. Ft.**, covered area at the costs and expenses of the **Promoter** from the proposed buildings which will be constructed on the **Schedule "A"** property hereinabove as per proposed valid sanction plan and extension thereof together with undivided impartible proportionate share or interest over the aforesaid **Schedule "A"** property along with right of egress and ingress over the main entrance gate and all other common rights in the landings, lobbies, stair cases, passages, sewerages, drainages, electrical installations, top roof of the proposed new buildings including all amenities, facilities and benefits in respect of the complex thereof.
- c. Be it more specifically and categorically stated herein that the aforesaid refundable Security Deposit amount of **Rs. 20,00,000/- (Rupees Twenty lakhs)** only will positively be refunded by the **Owner** to the **Promoter** on or before receiving peaceful possession of the exclusive demarcated **Owner's Allocation** at the costs and expenses of the **Promoter**.
- d. That the **Owner** shall be entitled to transfer and/or otherwise deal with the **Owner's Allocation** in the said proposed buildings without any interference of the **Promoter** herein.
- e. Apart from the **Owner's allocation**, the **Owner** is also freely and legally entitled to all benefits and rights mentioned in all Common Areas / Facilities, pertaining to rights of access and enjoyment in commonality as mentioned in **Schedule 'C' and Schedule 'D'** hereof.
- f. In case further floor(s) is/are constructed above the 4<sup>th</sup> floor of the building in that case, the **Owner** will get exclusive demarcated area of 1520 Sq. Ft. covered area in each additional floor of the Building/s.

**THE SCHEDULE "C" ABOVE REFERRED TO**  
**(Promoter's Allocation)**

The **Promoter** will get the remaining constructed area and the **Promoter** is also freely and legally entitled to all benefits and rights mentioned in all Common Areas / Facilities mentioned in **Schedule 'D' and Schedule 'E'** hereof.

**THE SCHEDULE "D" ABOVE REFERRED TO**  
**(Common Facilities)**

1. Staircase on all floors.
2. Staircase landing and lift landings on all floors and roof of the top floor.
3. Common passage on the ground floor.
4. Water pump, water tank (overhead) water pipes and other common plumbing installation.
5. Drainage and sewerage.
6. Pump.
7. Electrical wiring, meters and fittings.
8. Boundary walls and main gates.
9. Such other common parts, areas, equipments, installation, fixture, fittings and spaces in or about the said building as are necessary for passage or for the use and occupancy of the flats in common.

**THE SCHEDULE "E" ABOVE REFERRED TO**  
**(Specification of the work)**

1	Structure	RCC Frame Structure.
2	Brick Work	Brick work will be done with good quality Bricks, all outer walls are 8" thick, main partition walls are 5" thick and all inner walls 3" thick respectively.
3	Doors	Wooden frames with flush door.
4	Windows	Aluminum windows.
5	Living / Dining	Flooring -Vitrified Tiles.
6	Bedrooms	Flooring -Vitrified Tiles.
7	Kitchen	Flooring - Anti Skid Tiles. Counter - Black Stone Platform with Stainless Steel Sink and Tiles upto 2 feet height above counter.
8	Toilets	Flooring - Anti Skid Tiles. Wall Tiles - Tiles upto 6 feet/Door height.

Bhabatwar Phosh

		Sanitary wares – White branded fittings CP fittings – Superior quality fittings – ISI marked.
9	Electrical	Electrical wiring fittings and other accessories for lighting the staircase lobby and other common areas.
10	Inner Wall	Will be Plaster of Paris finished.
11	Lifts	Passenger Lifts of reputed ISI make.

**Extra Work:** Any extra works other than the standard schedule shall be charged extra as decided by the **Promoter** and such amount shall be deposited before execution of such works to the **Promoter**. Nobody has the right to do any extra work by their own labour and all extra work shall be done through the **Promoter on and upon its consent.**

Bhabatank Phosph

**IN WITNESS WHEREOF** all the parties, hereto have hereunto set and subscribed their respective hands, seals and signature on the day, month and year first above written.

**SIGNED SEALED AND DELIVERED**

**By the parties at KOLKATA**

**In presence of :**

**WITNESSES :**

1. *Aloke Sarda*  
*s/o Sahadev Sarda*  
*Chakpanchuria, Kol - 700156*

2. *Rajesh Das*  
*s/o Ratan Das*  
*Chakpanchuria KOL- 700156*

*Bhabatarak Ghosh*

Signature of the Owner

*Bindu K Singh*  
**Veni Realtors LLP**

**Veni Realtors LLP**

*Rinky Snow*

Signature of the Promoter

Read over, Explained, Drafted  
& Prepared By me as per documents  
and information supplied to me :-

*Swapnadip Das*

**Sri. Swapnadip Das,**  
Advocate.

6, Old Post Office Street,  
Gr. Floor, Room No. 56

Kolkata - 700 001

☎9830168651☎

☎(033) 22481990☎

E.Mail : swapnadip\_das@ yahoo.com

Enrolment no. WB/1782/02

Memo of consideration

RECEIVED by me i.e. BHABATARAN GHOSH, with thanks of and from the within named Promoter a sum Rs. 20,00,000/- (Rupees Twenty Three lakhs) only as security money with good health and sound mind and put our signature on this Development Agreement without any provocation of any person and/or without any pressure raised by any person.

Sl. no.	Dated	Mode of Payment	Amount
1	20.01.2022	Cheque No. 820791 (Indian Bank)	5,00,000/-
2	10.04.2023	Cheque no. 795051 (11 11)	7,50,000
3	10.04.2023	" # 795052 (11)	7,50,000
4			
5			

Total : Rs. 20,00,000/-  
(Rupees Twenty Three lakhs) only.

WITNESSES :

1. Alok Saradar
2. Palash Saradar

Veni Realtors LLP  
Binay Singh  
Partner

Veni Realtors LLP  
Rishabh Singh  
Partner  
Bhabataran Ghosh  
Signature of the Owner

SITE PLAN OF RS DAG NO 414; 415; 416;  
 L R KHATTIAN NO AT MOUZA CHAKPACHURIA J.L. NO 33  
 R S NO 205 1/2 TOUZI NO 145 P S RAJAR HAT NOW UNDER NEW TOWN  
 DIST NORTH 24 PARGANAS  
 AREA SHOWN IN RED BORDER  
 SCALE 10" = 1"



ON THE NORTH :- HIDCO ROAD  
 ON THE SOUTH :- CS DAG NO 408  
 ON THE EAST :- HIDCO ROAD  
 ON THE WEST :- PART OF RS DAG NO 414 & PART OF 16

LAND OF SHIVRATHI DEVELOPERS PVT. LTD. &  
 SHIVRATHI BUILDERS PVT. LTD.

PRESENT HIDCO CANAL  
 PRESENT HIDCO CANAL ROAD  
 PRESENT HIDCO CANAL ROAD



REFERENCE	AREA IN DECIMAL
RS DAG NO 414 & 415	11.81
416	04.29
TOTAL	16.10

Drawn By :  
 PIVAR ALLASKAR

*Bhabotarane Ghosh*  
 SIGNATURE OF OWNER

**Veni Realtors LLP**  
 Binoy Kumar Singh  
 Partner

**Veni Realtors LLP**  
 Rinku Singh  
 Partner

SIGNATURE OF DEVELOPERS



# SPECIMEN FORM FOR THE FINGERPRINTS



Bhambhraj Ghosh

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



Anay Kumar Singh

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



Rinku Suman

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

**DEVELOPMENT AGREEMENT  
REGISTERED along with REGISTERED  
DEVELOPMENT POWER OF ATTORNEY**

DATED THIS 10<sup>th</sup> DAY OF April, 2023

**BETWEEN**

**BHABATARAN GHOSH**  
Landowner

**&**

**VENI REALTORS LLP**  
Developer

**Swapnadip Das,**  
*Advocate*  
8, Old Post Office Street,  
Gr Floors  
Room No. 56  
Kolkata - 700 001  
Contact: 9830168651

---

### Major Information of the Deed



Deed No :	I-1902-04685/2023	Date of Registration	10/04/2023
Query No / Year	1902-2000712342/2023	Office where deed is registered	
Query Date	16/03/2023 10:33:58 PM	A.R.A. - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Swapnadip Das 6, Old Post Office Street, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9830168851, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 1/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 20,00,000/-]		
Set Forth value	Market Value		
	Rs. 1,30,41,729/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,071/- (Article:48(g))	Rs. 20,112/- (Article:E, E, E,)		
Remarks			

#### Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Chakpanchuria, JI No: 33, Pin Code : 700135

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-414 (RS :-)	LR-2765	Bastu	Shali	4.18 Dec		33,85,800/-	Width of Approach Road: 27 Ft., Adjacent to Metal Road,
L2	LR-414 (RS :-)	LR-4346	Bastu	Shali	0.0009 Dec		729/-	Width of Approach Road: 27 Ft., Adjacent to Metal Road,
L3	LR-415 (RS :-)	LR-2765	Bastu	Shali	7.57 Dec		61,31,700/-	Width of Approach Road: 27 Ft., Adjacent to Metal Road,
L4	LR-415 (RS :-)	LR-4346	Bastu	Shali	0.06 Dec		48,600/-	Width of Approach Road: 27 Ft., Adjacent to Metal Road,
L5	LR-416 (RS :-)	LR-2765	Bastu	Shali	4 Dec		32,40,000/-	Width of Approach Road: 27 Ft., Adjacent to Metal Road,
L6	LR-416 (RS :-)	LR-4346	Bastu	Shali	0.29 Dec		2,34,900/-	Width of Approach Road: 29 Ft., Adjacent to Metal Road,
		<b>TOTAL :</b>			<b>16.1009Dec</b>	<b>0 /-</b>	<b>130,41,729 /-</b>	
		<b>Grand Total :</b>			<b>16.1009Dec</b>	<b>0 /-</b>	<b>130,41,729 /-</b>	




**Land Lord Details :**


Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr BHABATARAN GHOSH</b> Son of TARAK CHANDRA Executed by: Self, Date of Execution: 10/04/2023 , Admitted by: Self, Date of Admission: 10/04/2023 ,Place : Office			
	10/04/2023		LTI 10/04/2023	10/04/2023
,1/51,DR. M N SAHA ROAD CHHATAKAL, City:- Not Specified, P.O:- MOTIZHEEL, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700074 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx4B, Aadhaar No: 29xxxxxxxx7138, Status :Individual, Executed by: Self, Date of Execution: 10/04/2023 , Admitted by: Self, Date of Admission: 10/04/2023 ,Place : Office				

**Developer Details :**




Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>VENI REALTORS LLP</b> ,LOKENATH TOWER,FLAT NO.17,5TH FLOOR, City:- Not Specified, P.O:- HATIARA, P.S:-Bagulati, District:-North 24-Parganas, West Bengal, India, PIN:- 700157 , PAN No.:: AAxxxxxx7N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr BINAY KUMAR SINGH</b> Son of Late MANAGER PRASAD SINGH Date of Execution - 10/04/2023 , , Admitted by: Self, Date of Admission: 10/04/2023, Place of Admission of Execution: Office			
	Apr 10 2023 12:44PM		LTI 10/04/2023	10/04/2023
,LOKENATH TOWER,73,NISHI KANAN TEGHORIA, City:- Not Specified, P.O:- HATIARA, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700157, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BFxxxxxx9A, Aadhaar No: 71xxxxxxxx6357 Status : Representative, Representative of : VENI REALTORS LLP (as PARTNER)				

Name	Photo	Finger Print	Signature
<b>Mr RINKU SHAW</b> <b>(Presentant )</b> Son of Mr JIMDARI SHAW Date of Execution - 10/04/2023, , Admitted by: Self, Date of Admission: 10/04/2023, Place of Admission of Execution: Office	 <small>Apr 10 2023 12:45PM</small>	 <small>LTI 10/04/2023</small>	 <small>10/04/2023</small>
,JYANGRA SOUTH MATH NEAR MAHA MAYA CLUB, City:- Not Specified, P.O:- HATIARA, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BFxxxxxx0R, Aadhaar No: 31xxxxxxxx8671 Status : Representative, Representative of : VENI REALTORS LLP (as PARTNER)			

#### Identifier Details :

Name	Photo	Finger Print	Signature
<b>Mr SWAPNADIP DAS</b> Son of Late D DAS HIGH COURT, City:- Not Specified, P.O:- G P O, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001	 <small>10/04/2023</small>	 <small>10/04/2023</small>	 <small>10/04/2023</small>
Identifier Of Mr BHABATARAN GHOSH, Mr BINAY KUMAR SINGH, Mr RINKU SHAW			

#### Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr BHABATARAN GHOSH	VENI REALTORS LLP-4.18 Dec

#### Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mr BHABATARAN GHOSH	VENI REALTORS LLP-0.0009 Dec

#### Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	Mr BHABATARAN GHOSH	VENI REALTORS LLP-7.57 Dec

#### Transfer of property for L4

Sl.No	From	To. with area (Name-Area)
1	Mr BHABATARAN GHOSH	VENI REALTORS LLP-0.06 Dec

#### Transfer of property for L5

Sl.No	From	To. with area (Name-Area)
1	Mr BHABATARAN GHOSH	VENI REALTORS LLP-4 Dec

#### Transfer of property for L6

Sl.No	From	To. with area (Name-Area)
1	Mr BHABATARAN GHOSH	VENI REALTORS LLP-0.29 Dec

## Land Details as per Land Record

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Chakpanchuria, JI No: 33, Pin Code : 700135

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 414, LR Khatian No:- 2765	Owner:ভবভারন ঘোষ, Gurdian:বৃত্ত ভারকচন্দর, Address:1/51,তাঃ মেঘলাল সান্না রোড,কোল-74 , Classification:শদি, Area:0.04000000 Acre,	Mr BHABATARAN GHOSH
L2	LR Plot No:- 414, LR Khatian No:- 4346	Owner:ভবভারন ঘোষ , Gurdian:ভারকচন্দর ঘোষ, Address:শিতা , Classification:শদি,	Mr BHABATARAN GHOSH
L3	LR Plot No:- 415, LR Khatian No:- 2765	Owner:ভবভারন ঘোষ, Gurdian:বৃত্ত ভারকচন্দর, Address:1/51,তাঃ মেঘলাল সান্না রোড,কোল-74 , Classification:শদি, Area:0.07000000 Acre,	Mr BHABATARAN GHOSH
L4	LR Plot No:- 415, LR Khatian No:- 4346	Owner:ভবভারন ঘোষ , Gurdian:ভারকচন্দর ঘোষ, Address:শিতা , Classification:শদি,	Mr BHABATARAN GHOSH
L5	LR Plot No:- 416, LR Khatian No:- 2765	Owner:ভবভারন ঘোষ, Gurdian:বৃত্ত ভারকচন্দর, Address:1/51,তাঃ মেঘলাল সান্না রোড,কোল-74 , Classification:শদি, Area:0.04000000 Acre,	Mr BHABATARAN GHOSH
L6	LR Plot No:- 416, LR Khatian No:- 4346	Owner:ভবভারন ঘোষ , Gurdian:ভারকচন্দর ঘোষ, Address:শিতা , Classification:শদি,	Mr BHABATARAN GHOSH

On 10-04-2023

**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 1899.

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

Presented for registration at 12:35 hrs on 10-04-2023, at the Office of the A.R.A. - II KOLKATA by Mr RINKU SHAW ,

**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 1,30,41,729/-

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

Execution is admitted on 10/04/2023 by Mr BHABATARAN GHOSH, Son of TARAK CHANDRA , ,1/51,DR. M N SAHA ROAD CHHATAKAL, P.O: MOTIZHEEL, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700074, by caste Hindu, by Profession Business

Indetified by Mr SWAPNADIP DAS, , Son of Late D DAS, HIGH COURT, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 10-04-2023 by Mr BINAY KUMAR SINGH, PARTNER, VENI REALTORS LLP, ,LOKENATH TOWER,FLAT NO.17,5TH FLOOR, City:- Not Specified, P.O:- HATIARA, P.S:-Bagulati, District:-North 24-Parganas, West Bengal, India, PIN:- 700157

Indetified by Mr SWAPNADIP DAS, , Son of Late D DAS, HIGH COURT, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 10-04-2023 by Mr RINKU SHAW, PARTNER, VENI REALTORS LLP, ,LOKENATH TOWER,FLAT NO.17,5TH FLOOR, City:- Not Specified, P.O:- HATIARA, P.S:-Bagulati, District:-North 24-Parganas, West Bengal, India, PIN:- 700157

Indetified by Mr SWAPNADIP DAS, , Son of Late D DAS, HIGH COURT, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 20,112.00/- ( B = Rs 20,000.00/- ,E = Rs 28.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 20,028/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/04/2023 2:18PM with Govt. Ref. No: 192023240003984978 on 04-04-2023, Amount Rs: 20,028/-, Bank: SBI EPay ( SBIEPay), Ref. No. 7725043614022 on 04-04-2023, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 20,071/- and Stamp Duty paid by Stamp Rs 10.00/-, by online = Rs 20,061/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 263816, Amount: Rs.10.00/-, Date of Purchase: 26/08/2022, Vendor name: S CHATTERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/04/2023 2:18PM with Govt. Ref. No: 192023240003984978 on 04-04-2023, Amount Rs: 20,061/-, Bank: SBI EPay ( SBIEPay), Ref. No. 7725043614022 on 04-04-2023, Head of Account 0030-02-103-003-02

Satyajit Biswas  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - II KOLKATA  
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2023, Page from 151268 to 151306  
being No 190204685 for the year 2023.



Digitally signed by SATYAJIT BISWAS  
Date: 2023.04.12 13:52:53 +05:30  
Reason: Digital Signing of Deed.

(Satyajit Biswas) 2023/04/12 01:52:53 PM  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - II KOLKATA  
West Bengal.

(This document is digitally signed.)